Dear Prospective Vendor:

If you intend to submit a bid or proposal, please contact Public Works at (805) 583-6786 and provide your name, address, and telephone number.

The City will use this information to notify you of any addenda to these documents. Without this information, the City has no way of identifying who may have outdated or incomplete copies. It is the prospective vendor’s responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS, CONTRACT PROPOSAL, 
AND 
SPECIFICATIONS FOR THE CONSTRUCTION OF 

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281 

Specification No. SV 20-13 

Federal Award Identification Number (FAIN): CA-2020-221-00 

KEITH L. MASHBURN, MAYOR 
MIKE JUDGE, MAYOR PRO TEM 
DEE DEE CAVANAUGH, COUNCIL MEMBER 
RUTH LUEVANOS, COUNCIL MEMBER 
ELAINE P. LITSTER, COUNCIL MEMBER 

BRIAN PAUL GABLER 
-CITY MANAGER-

RONALD K. FUCHIWAKI 
-PUBLIC WORKS DIRECTOR-

BIDS TO BE OPENED OCTOBER 1, 2020 
AT 3:30 P.M. 

<table>
<thead>
<tr>
<th>PRICES:</th>
<th>DEPARTMENT OF PUBLIC WORKS</th>
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<tbody>
<tr>
<td>PICKED UP</td>
<td>CITY HALL</td>
</tr>
<tr>
<td>MAILED</td>
<td>2929 TAPO CANYON ROAD</td>
</tr>
<tr>
<td></td>
<td>SIMI VALLEY, CA 93063</td>
</tr>
<tr>
<td></td>
<td>STAFF CONTACT: (805) 583-6809</td>
</tr>
</tbody>
</table>

PRICES: PICKED UP $20.00, MAILED $30.00
CITY OF SIMI VALLEY

CONSTRUCTION DOCUMENTS

FOR

NAME: TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281
LOCATION: 490 West Los Angeles Avenue, Simi Valley, CA 93065
SPECIFICATION NO.: SV 20-13

DATE: SEPTEMBER 1, 2020

PREPARED BY:

Michael Kang
Principal Engineer
Department of Public Works

REVIEWED BY:

Benjamin Gonzales
Deputy Public Works Director (Transit)
Department of Public Works

APPROVED BY:

Ronald K. Fuchiwaki
Public Works Director
DEPARTMENT OF PUBLIC WORKS
CITY OF SIMI VALLEY

NOTICE TO BIDDERS, SUBCONTRACTORS, AND SUPPLIERS

If you discover any error or omission in the plans, specifications, or proposal, or have any question concerning the bidding documents, please contact:

Michael Kang
Principal Engineer
Department of Public Works
2929 Tapo Canyon Road
Simi Valley, CA 93063
Telephone (805) 583-6809

Advise the person answering the phone that you have a "Bidding Question." Please do not call other staff members or consultants.

A mandatory pre-bid meeting is scheduled to be held on September 16, 2020, at 10:00 a.m. at the Transit Facility, 490 West Los Angeles Avenue, Simi Valley, California 93065. Questions and/or concerns regarding this project will be addressed during this meeting.

All bids must be sealed and submitted at or before 3:30 p.m., on October 1, 2020, to the following:

Deputy Administrative Services Director (Support Services)
Department of Administrative Services
City of Simi Valley
2929 Tapo Canyon Road
Simi Valley, CA 93063

After the bid opening, bid results may be obtained by calling Michael Kang, Principal Engineer, at (805) 583-6809.

After Notice to Proceed is issued to the successful bidder, all contacts should be through Michael Kang, Principal Engineer, at (805) 583-6809.

NOTE: Please mark the outside of the envelope (and express shipment envelope, if applicable):

SPECIFICATION NO. SV 20-13
TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281
FAIN: CA-2020-221-00
Bids to be opened at 3:30 p.m.
On October 1, 2020
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CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

NOTICE INVITING BIDS

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281
SPECIFICATION NO. SV 20-13
FAIN: CA-2020-221-00
NOTICE INVITING BIDS

Pursuant to statute and to the authorization approved by the City of Simi Valley, California, and on file in the office of the City Clerk of said City, NOTICE IS HEREBY GIVEN that sealed bids for Transit CNG Fueling System Upgrade, CP960281, Specification No. SV 20-13, FAIN: CA-2020-221-00 will be received by the Deputy Administrative Services Director (Support Services), at City Hall, 2929 Tapo Canyon Road, Simi Valley, California, 93063, at or before 3:30 p.m., on October 1, 2020, at which time they will be publicly opened and read at or about said hour and date by the City's Deputy Administrative Services Director (Support Services) (or designated representative) at the above address.

No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, or unless the contractor or subcontractor qualifies for an exception from this requirement, for bid purposes only, as set forth in Labor Code section 1771.1(a). If contractor or subcontractor believes that such an exception in 1771.1(a) applies, it must provide the applicable exception(s) in its bid proposal. Even those contractors or subcontractors who qualify for an exception under 1771.1(a) must be registered with DIR at the time of award, if such award is made on or after April 1, 2015.

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

A mandatory pre-bid meeting is scheduled to be held on September 16, 2020, at 10:00 a.m. at the Transit Facility, 490 West Los Angeles Avenue, Simi Valley, California 93065. Questions and/or concerns regarding this project will be addressed during this meeting.

SCOPE OF WORK:

Upgrade the existing compressed natural gas (CNG) fueling system to include: replacing an existing compressor, installing high pressure CNG storage vessels, installing a fast-fill CNG dispenser, replacing the existing motor control center, upgrading the SCADA control system, upgrading the fuel dispensing system, upgrading the lighting system, repairs to improve safety and ventilation, and associated mechanical, civil, structural, and electrical work necessary for a complete project.

The Proposal shall be submitted and the work shall be performed by a State of California Class A licensed contractor in strict conformance with Specification No. SV 20-13, and now on file in the City's Department of Public Works and the office of the City Clerk.
A copy of the plans and specifications can be viewed and downloaded at www.simivalley.org/BidsAndProposals.

It is the bidder’s responsibility to check the City’s website for any addenda that may be issued for this project prior to submittal of the bid. Failure to submit required addenda with the bid disqualifies the bidder.

Copies of plans and specifications may be obtained by prospective bidders from the Department of Public Works at 2929 Tapo Canyon Road, Simi Valley, California 93063, upon the payment of $20.00, plus $10.00 for handling and mailing fees, if mailed. All questions concerning the bid document should be directed to Michael Kang, Principal Engineer, Department of Public Works, at (805) 583-6809.

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project’s specifications.

The City reserves the right to retain all proposals for a period of 60 days after the bid opening date for examination and comparison and to delete any portion of the work from the Contract.

The City reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid. The City further reserves the right to make award to the lowest responsive and responsible bidder as the interest of the City may require.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification, and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the Contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file at the California Department of Industrial Relations and are available to any interested party at www.dir.ca.gov/DLSR/PWD/index.htm. Future effective wage rates, which have been predetermined, are on file with the Department of Industrial Relations, and are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this Contract in the same manner as if they had been included or referenced in this Contract.

Furthermore, the current Federal General Wage Determinations apply for this project as predetermined by the Secretary of Labor. If there is a difference in the Federal minimum wage rates and the California Department of Industrial Relations for similar classifications of labor, the contractor and its subcontractors shall pay not less than the higher wage rate.
The wage rate for any classification not listed by the Federal Department of Labor or the California Department of Industrial Relations, but which may be required to execute the Contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies' determinations.

The contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.

Dated this 1st day of September, 2020

CITY OF SIMI VALLEY, CALIFORNIA

Lucy Blanco, City Clerk
CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  

**BID TERMS AND CONDITIONS**  

FOR  
TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281  
SPECIFICATION NO. SV 20-13  
FAIN: CA-2020-221-00
BID TERMS AND CONDITIONS

Requirement to Meet All Bid Provisions - Each bidder shall meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the bidder submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the City in its sole discretion.

DIR Registration - In accordance with the provisions of California Labor Code Section 1771.1, as amended by SB 854, unless registered with the DIR (Department of Industrial Relations), a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015, with certain exceptions as set forth in Labor Code 1771.1(a). Further, a public entity cannot award a public work contract to a non-registered contractor or subcontractor, effective April 1, 2015. As such, bidders must be registered with DIR. If any contractor or subcontractor listed in a bid or proposal is believed to be exempt from registration as set forth in Labor Code 1771.1(a), the bid proposal must set forth the claimed exemption. Failure to provide evidence of registration or of a valid exemption at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not registered with DIR.

License - In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the bidder shall possess a valid applicable class Contractor's License as specified in the Contract documents. Failure to possess the specified license at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license.

Communications Regarding Bid - If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract documents, or discovers discrepancies or omissions, the bidder may submit to the City Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract documents shall be made only by addendum duly issued by the City Engineer. A copy of such addendum will be mailed or delivered to each potential bidder receiving a set of the Contract documents. Such addendum shall be considered a part of and incorporated in the Contract documents.

All timely requests (timely requests are those which the City, in its sole judgment, can reasonably respond to before the bid closing) for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City.

Bidder's Bond Requirement - Bidders shall provide a properly executed Bidder's Bond (contained herein), cashier's check or other bidder's security payable to the City to accompany the Proposal in the amount of ten percent (10%) of the total bid. The
proceeds thereof will become the property of the City if the bidder fails to or refuses to execute the contract within ten (10) calendar days after the City has notified the bidder of intent to award the bid or within ten (10) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. It is the Simi Valley City Council’s policy that the bid bond or other bidder’s security will not be waived due to calculation errors made by the bidder. Additionally, the proceeds of the bidder’s bond will become the property of the City if the bidder fails to or refuses to furnish satisfactory bonds or evidence of insurance required in the contract construction documents within ten (10) days after the bid has been awarded. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California. All bid bonds or substitutes therefor will be returned upon timely execution of the Contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

**Bid Submission** - Each bid must be submitted on the form(s) provided in the Proposal. The Proposal shall be enclosed in an envelope, which shall be sealed and addressed to the Deputy Administrative Services Director (Support Services), City of Simi Valley, 2929 Tapo Canyon Road, Simi Valley, California 93063. In order to guard against premature opening, the Proposal shall be clearly labeled with the bid title, name of bidder, and date and time of bid opening. If the Proposal is delivered to the City via Express Delivery, or other priority mail service, the above information must also be included on the outside shipment envelope.

**Submission of One Bid Only** - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one bid, except an alternative bid when specifically requested. However, an individual who has quoted prices on materials to a bidder submitting a proposal is not thereby disqualified from quoting prices to other bidders submitting proposals.

**Protest Procedures** - Any bidder, proposer, or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. Bidders are to be advised that protests of the process, terms, conditions or any other aspect of the solicitation, must be made prior to the bid or proposal due date.

Bidders and proposers may not protest the contents of the specifications of the bid/RFP nor the award based on the use of the Local Vendor Preference. Protests must be in writing and transmitted by facsimile, email or by mail to the attention of the Purchasing Agent.

Protest of the recommendation for award for bids must be made immediately, and in no event later than five working days after the close of bids. In the case of an RFP, after the notice of recommendation for award. All protests must include the following information:

1. The name, address, telephone number and email address of the protestor;
2. The signature of the protestor or protestor’s representative;
3. The solicitation or contract number;
4. A detailed statement of the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;

5. The form of relief requested.

The Purchasing Agent or designee shall respond in writing within two (2) working days to the protestor. The decision rendered by the Purchasing Agent shall be in writing and shall be final.

**Bid Withdrawal** - A bidder may withdraw its proposal without prejudice prior to the time specified for the bid opening by submitting a written request to the City's Deputy Administrative Services Director (Support Services) for its withdrawal. If this occurs, the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

**Bid Quotes and Unit Price Extensions** - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Bid Submission Form(s). The Bid Submission Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

**Bid Retention and Award** - The City reserves the right to retain all proposals for a period of 60 days after the bid opening date for examination and comparison. The City also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award to the lowest responsive and responsible bidder as the interest of the City may require.

**Labor Actions** - In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible bidder and may accept the next acceptable low bid from a bidder that is not experiencing a labor action and declare it to be the lowest responsive and responsible bidder.

**Contract Requirement** - The bidder to whom award is made, shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by bidder of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the City and incorporated in these specifications. The bidder warrants that bidder possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, bidder shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.
Failure to Accept Contract - If upon notification of intent to award the bid by the City, the bidder fails to enter into the Contract within the specified time period, the pending award will be annulled. Any bid security will be forfeited in accordance with these Bid Terms and Conditions if a bidder’s bond or security is required. An award may be made to the next lowest responsive and responsible bidder who shall fulfill every term and condition of the bid.

Business Tax - The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Simi Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any activity not otherwise permitted. Verification that the bidder has a valid City of Simi Valley Business Tax Receipt will be obtained by the City prior to the execution of the Contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 583-6736.

Faithful Performance Bond Requirement - The bidder to whom the Contract is awarded (Contractor) shall execute the Contract and furnish a surety bond in the amount of 100% of the Contract bid price guaranteeing the faithful performance of the Contract. The bond shall remain in force for a period of one year after the date of recordation of Notice of Completion by City. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Material Suppliers and Laborer Bond Requirement - The Contractor shall furnish a surety bond by an admitted surety in the amount of 100% of the Contract bid price to secure the payment of claims for materials and labor provided by others in performing the work. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Antitrust Claims - In accordance with Section 4552 of the Government Code, in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Bidders are hereby notified that pursuant to the provisions of the California Labor Code the California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of
worker needed to execute the contract. Such wage scale is set forth at length in a Schedule of Prevailing Rates of Wages that is on file at the California Department of Industrial Relations and is available at www.dir.ca.gov/DLSR/PWD/index.htm. The published prevailing wage rates that the Contractor shall pay are hereby incorporated in and made a part of these Bid Terms and Conditions.

The bidder to whom the Contract is awarded shall assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Orders 11246 and 11375.

For Federally funded projects, the current Federal General Wage Determinations shall apply for this project as predetermined by the Secretary of Labor. If there is a difference in the Federal minimum wage rates and the California Department of Industrial Relations for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the higher wage rate. The wage rate for any classification not listed by the Federal Department of Labor or the California Department of Industrial Relations, but which may be required to execute the Contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies’ determinations.

California Public Records Act - All information contained in the Proposal, and the Proposal itself, is a public record and subject to release to the public once opened. Bidders shall not include trade secrets or other confidential information in their bids.

Buy America Requirements – For all Federally funded projects, the "Buy America" requirements of Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto shall apply.
CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

PROPOSAL

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13

FAIN: CA-2020-221-00

CONTRACTOR’S NAME: ________________________________

SUBMIT PAGES 14 THROUGH 39 FULLY EXECUTED WITH THIS PROPOSAL
LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13, FAIN: CA-2020-221-00

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*If not submitted with bid, Exhibit 15-G must be received by the City no later than 4:00 p.m. on the 4th business day after bid opening.

All blanks in the bid proposal must be appropriately responded to. If an answer or other response to a blank is not applicable, the bidder shall respond with “N.A.”

Failure of a bidder to fully execute and submit all of the listed documents with the bid will render a bid as non-responsive and subject to rejection.
DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

Specification No.: SV 20-13, including 24 sheets of plans

Federal Award Identification Number (FAIN): CA-2020-221-00

Bids to be received on: October 1, 2020, at or before 3:30 p.m.

Completion time: 240 Consecutive Calendar Days After Receipt of Notice to Proceed

Liquidated damages: $1,500 Per Calendar day

Number of pages in Proposal: 26

CONTRACTOR

Name __________________________________________

Street Address _______________________________________

City __________________________ State ___________ Zip Code ____________

Telephone Number __________________________

Email Address __________________________

Fax Number __________________________ (Optional)

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

SUBMIT PAGES 14 THROUGH 39 FULLY EXECUTED WITH THIS PROPOSAL
INSTRUCTIONS FOR SIGNING PROPOSAL, BONDS AND CONTRACT

Corporations
a) Give name of Corporation.
b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
c) Affix corporate seal to Contractor’s Proposal Statement.
d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so. Certified copy of resolution must be included with the bid submittal.

Partnerships
a) Signatures: All members of partnership. One may sign if City has a copy of authorization.

Joint Ventures
a) Give the names of the joint venturers.
b) Signatures: All joint venturers. One may sign if City has a copy of authorization.

Individuals
a) Signature: The individual.
b) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names
a) Show fictitious names.
b) Satisfy all pertinent requirements shown above.

Bonds
a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.
b) Affix notary's acknowledgement.

MUST ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS. FAILURE TO DO SO MAY BE BASIS FOR REJECTING BIDDER’S ENTIRE PROPOSAL.
CONTRACTOR'S PROPOSAL STATEMENT

City of Simi Valley
Simi Valley, California 93063

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Proposal.

The undersigned has carefully checked all the figures in this Proposal and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds within ten (10) calendar days after the Contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Simi Valley. Furthermore, the undersigned is advised and understands that it is a City policy that bids/bonds will not be waived due to calculation errors made by the bidder.

Licensed in accordance with an act providing for the registration of Contractor’s License No. __________________ Class __________________, Expiration Date ________________

DIR Registration No. ______________________, Expiration Date ________________

Names of Co-Partners or Corporate Officers and Titles: ________________________________

_____________________________________________________________________________
Signature of Bidder ________________________________ Title ________________________________

_____________________________________________________________________________
Signature of Bidder ________________________________ Title ________________________________

Name of Contractor or Firm ________________________________ Date of Submittal ________________, 2020

Telephone No. (___) ________________________________

Address ____________________________________________________________________

Doing Business as Individual/Partnership/Corporation __________________ State of Incorporation __________________

Federal Tax Identification Number: __________________

THE BIDDER’S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS AND STATEMENTS WHICH ARE A PART OF THIS PROPOSAL.
## PROPOSED SCHEDULE OF WORK AND PRICES

**FOR**

**TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281**

**SPECIFICATION NO. SV 20-13, FAIN: CA-2020-221-00**

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<th>Payment Reference</th>
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<td>1002-9</td>
<td>Decommissioning and Removal</td>
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<td>LS</td>
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<td></td>
</tr>
<tr>
<td>4.</td>
<td>1002-10</td>
<td>Suction-Side Gas Dryer</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>1002-11</td>
<td>CNG Compressor and Motor, skid mounted</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>1002-12</td>
<td>Motor Starter System</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>1002-13</td>
<td>PLC Controller System</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>1002-14</td>
<td>Three (3) CNG Storage vessels and appurtenances</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>1002-15</td>
<td>Priority Valve Panel</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>1002-16</td>
<td>Fast-Fill Dispenser</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>1002-17</td>
<td>Fuel Management Terminal</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>1002-18</td>
<td>Replacement Main Switchboard</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>1002-19</td>
<td>Load Bank</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>1002-20</td>
<td>Surveillance Camera</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>1002-21</td>
<td>Chain link fence and gates</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>1002-22</td>
<td>Low-voltage and IP Communications</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>1002-23</td>
<td>Piping, Tubing, and Electrical</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>1002-24</td>
<td>Tee and valve for future connection</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>1002-25</td>
<td>Two (2) Wind driven ventilators</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>1002-26</td>
<td>Associated work to provide a complete, safe, Code compliant, and functional CNG system.</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>1002-27</td>
<td>Upgrades to lighting, as shown on lighting plan and related drawings, including fixtures</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PROPOSED SCHEDULE OF WORK AND PRICES
FOR
TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281
SPECIFICATION NO. SV 20-13 FAIN: CA-2020-221-00

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Payment Reference</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.</td>
<td>1002-28</td>
<td>Termination of Liability</td>
<td>1</td>
<td>LS</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

TOTAL OF ALL ITEMS OF THE BID SCHEDULE:

$ ____________________________
(Price in figures)

____________________________
(Price in words)

*Note: In case of error in extension of price into the total price column, the unit price will govern.

Contractor’s Name: _____________________________________________

Award of contract will be based on the total of all items of Bid Schedule (1 through 22).

**Alternative Bid Item**

<table>
<thead>
<tr>
<th>23.</th>
<th>1002-29</th>
<th>One added CNG Storage vessel and associated appurtenances and installation labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>24.</td>
<td>1002-29</td>
<td>Two added CNG storage vessels and associated appurtenances and installation labor</td>
</tr>
<tr>
<td>25.</td>
<td>1002-29</td>
<td>Three added CNG storage vessels and associated appurtenances and installation labor</td>
</tr>
</tbody>
</table>

The Alternate Bid Items may be added to the contract amount, depending on project budget.
PROPOSED SCHEDULE OF WORK AND PRICES

The following addenda are acknowledged:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
</tr>
</thead>
</table>

(Bidder must fill in number and date of each addendum or may enter the word “None” if appropriate.)

QUANTITIES OF WORK:

The quantities of work or material stated on the Bid Schedule(s) are estimated quantities only to give an indication of the general scope of work. The City does not expressly or by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule(s) for the deleted item of Work.
BIDDER’S BOND TO ACCOMPANY PROPOSAL
(in lieu of cash or cashier’s check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ____________________________, as Principal, and ____________________________, as Surety, acknowledge ourselves jointly and severally bound to the City of Simi Valley, the obligee, for ten (10) percent of the total bid, to be paid to said City if the Proposal shall be accepted and the Principal shall fail to execute the Contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney’s fee to be fixed by the court. If the Principal executes the Contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this ______ day of ____________, 2020.

Principal
By ____________________________
Title ____________________________

By ____________________________
Title ____________________________

Surety ____________________________
By ____________________________
Title ____________________________

Address ____________________________
FORM TO ACCOMPANY BID BOND

STATE OF CALIFORNIA )
COUNTY OF ) SS.
CITY OF )

On this ____ day of _____________, 2020, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ____________________________ known to be the ______
Of ____________________________ and the same person whose name is subscribed to the within instrument as the ________________________ of said ______
And the said ________________________ duly acknowledged to me that he/she subscribed the name of ________________________ thereto as Surety and his/her own name as ________________________.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

________________________________________
Notary Public in and for said County and State aforesaid.

If cashier’s check is submitted herewith, state check number ________________ and Amount $ ________________.
STATEMENT OF BIDDER’S QUALIFICATIONS AND REFERENCES

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Class "A" Contractor’s License at the time the bid is submitted to the City, and must have satisfactorily completed at least three municipal projects in the last three years of comparable size and similar scope to this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: ________________________________.

List and describe fully the last three municipal projects performed by your firm in the last three years, of comparable size and similar scope to this project, which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm’s qualifications.

Reference No. 1

Customer Name: __________________________ Phone No. __________________________
Contact Individual: __________________________
Address: __________________________
Contract Amount: __________________________ Year: __________________________
Description of work done:
__________________________________________________________________________

Reference No. 2

Customer Name: __________________________ Phone No. __________________________
Contact Individual: __________________________
Address: __________________________
Contract Amount: __________________________ Year: __________________________
Description of work done:
__________________________________________________________________________

Reference No. 3

Customer Name: __________________________ Phone No. __________________________
Contact Individual: __________________________
Address: __________________________
Contract Amount: __________________________ Year: __________________________
Description of work done:
__________________________________________________________________________
STATEMENT OF BIDDER’S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the bidder shall state whether such bidder, any officer or employee of such bidder who has a proprietary interest in such bidder has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?
   Yes _______ No _______

2. If Yes, explain the circumstances.

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

THE BIDDER’S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE STATEMENTS OR CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL
QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with the Proposal.

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? ( ) Yes ( ) No

2. If the answer to No. 1 is “yes”, please forward a copy of the rules of each bid depository you used with this questionnaire.

3. Did you have any source of subcontractors’ bids other than bid depositories? ( ) Yes ( ) No

4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? ( ) Yes ( ) No

5. If the answer to No. 4 is “yes”, please explain the following details:
   (a) Date:
   (b) Name of person or group:
   (c) Job involved (if applicable):
   (d) Nature of threats:
   (e) Additional comments: (Use additional paper if necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this ______ day of ________________ , 2020.

______________________________
Name of Company

By ______________________

______________________________
Title

By ______________________

______________________________
Title
LIST OF SUBCONTRACTORS
AND MATERIAL FABRICATORS

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Section 2-3, "Subcontracts," of the Standard Specifications and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Proposal:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and

(b) The portion of the work, which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

<table>
<thead>
<tr>
<th>Subcontractor's Name &amp; Address</th>
<th>Subcontractor's License Number</th>
<th>DIR Registration Number</th>
<th>Percent of Total Contract</th>
<th>Work to be Performed</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE STATEMENTS OR CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.
NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____________ of ________________, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____________[date], at _____________________[city], _____[state].

Note: The above Noncollusion Declaration is part of the Proposal. THE BIDDER’S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT shall also constitute signature of this Noncollusion Declaration. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, (check one) have ____ or have not ____ participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and supplemented by Department of Labor Regulations 41 CFR, Part 60, and that, where required, the bidder has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders or their implementing regulations.

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

Note: The bidder must place a check mark after “have” or “have not” in one of the blank spaces provided above.

THE BIDDER’S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATE, WHICH IS A PART OF THIS PROPOSAL.
TITLE 49, CODE OF FEDERAL REGULATIONS PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

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

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against bidder by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

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

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Note: Providing false information may result in criminal prosecution or administrative sanctions.
IRAN CONTRACTING ACT CERTIFICATION

Subject to certain exceptions, the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) prohibits a party that engages in investment activities in Iran, as described in Public Contract Code Section 2202.5, from entering into any contract of $1,000,000 or more for goods or services to be provided to a public entity. Each bidder must complete and submit this form titled “Iran Contracting Act Certification.”

Bidder hereby certifies to the City of Simi Valley, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

The Bidder is not:

1) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

2) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Notice: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of $250,000 or twice the Contract Amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

CONTRACTOR: ____________________________________________________

THE BIDDER’S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE STATEMENTS OR CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.
Exhibit 15-G: DBE Race-Neutral Participation Commitment Form
(Inclusive of all DBEs at time of bid Submission)

NOTE: Please refer to instructions on the reverse side of this form.

### Contractor to Complete this Section

1. Local Agency Name: _______________________________________________

2. Project Description: _______________________________________________

3. Project Location: _________________________________________________


7. Total Dollar Amount for **ALL** Subcontractors: ____________________ 8. Total Number of **ALL** Subcontractors:____________

### DBE Commitment Information

<table>
<thead>
<tr>
<th>9. Bid Item #</th>
<th>10. Description of Work, Service or Materials Supplied and NAIC(s)</th>
<th>11. DBE Certification #</th>
<th>12. DBE Firm Name and Contact Info</th>
<th>13. DBE Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

### Local Agency to Complete this Section

20. Local Agency Contract Number: ________________________________

21. Federal-aid Project Number: ________________________________

22. Contract Award Date: ________________________________

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Signature

24. Date

25. Local Agency Representative Name (Print)

26. Phone

27. Local Agency Representative Title

14. Total Claimed DBE Participation  $ _________ %

**IMPORTANT:** Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation from each listed DBE is required.

15. Preparer’s Signature

16. Preparer’s Name (Print)

17. Preparer’s Title

INSTRUCTIONS - DBE RACE-NEUTRAL PARTICIPATION COMMITMENT FORM

Contractor Section

1. Local Agency Name – Enter the name of the local or regional agency that is funding the contract.
2. Project Location - Enter the project location as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. Bidder’s Name - Enter the contractor’s firm name.
5. Prime Certified DBE - Check box if prime contractor is a certified DBE
6. Bid Amount - Enter the total contract bid dollar amount for the prime contractor
7. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
8. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
10. Description of of Work, Services, or Materials Supplied and NAIC(s) - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. Additionally, identify the applicable NAICS(s) per service or supply listed.
11. DBE Certification Number - Enter the DBE’s Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontractors must notify the prime contractor in writing with the date of the decertification if their status should change during the course of the contract.)
12. DBE Firm Name and Contact Information - Enter the name and telephone number of all DBE subcontractors. Also, enter the prime contractor’s name and telephone number, if the prime is a DBE.
13. DBE Dollar Amount – Enter the subcontracted dollar amount of the work to be performed or service to be provided eligible for DBE participation. Include the prime contractor if the prime is a DBE. See City of Santa Clarita’s DBE Program for how to count full/partial participation. If 100% of a work item is not to be performed or furnished by a DBE, calculate and list the exact portion of the item to be performed or furnished by the DBE.
14. Total Claimed DBE Participation – $: Enter the total dollar amounts entered in the “DBE Dollar Amount” column. %: Enter the total DBE participation claimed (“Total Claimed DBE Participation Dollars” divided by item “Bid Amount”).
15. Preparer’s Signature - The person completing this section of the form for the contractor’s firm must sign their name.
16. Preparer’s Name (Print) - Clearly enter the name of the person signing this section of the form for the contractor.
17. Preparer’s Title - Enter the position/title of the person signing this section of the form for the contractor.
18. Date - Enter the date this section of the form is signed by the preparer.
19. (Area Code) Tel. No. - Enter the area code and telephone number of the person signing this section of the form for the contractor.

Local Agency Section:

The Local Agency representative shall:

20. Local Agency Contract Number - Enter the Local Agency Contract Number.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Award Date - Enter the date the contract was executed
23. Local Agency Representative Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
24. Date - Enter the date the Local Agency Representative signs the form.
25. Local Agency Representative Name (Print) - Clearly enter the name of the person completing this section.
26. Phone - Enter the area code and telephone number of the person signing this section of the form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor’s DBE commitment form.
Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

_________________________________________________________________________
(Name and title of official)
_________________________________________________________________________
(Name of Bidder/Company Name)

• No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

• If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

• The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name:____________________________________________________________________

Type or print name:______________________________________________________________________________

Signature of authorized representative:_________________________ Date_________/_________/__________

Signature of notary and SEAL:____________________________________________________________________
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   1. Equals or exceeds $25,000,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor:__________________________________________________________

Signature of Authorized Official:_____________________________________

Date / / 

Name and Title of Contractor’s Authorized Official:______________________
BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS

General Requirement (as stated in 49 CFR 661.5)

a. Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.

b. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

c. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.

d. For a manufactured product to be considered produced in the United States:
   1. All of the manufacturing processes for the product must take place in the United States; and
   2. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company ____________________________________________________________

Name __________________________________ Title ____________________________

Signature ____________________________ Date ____________________________

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company ____________________________________________________________

Name __________________________________ Title ____________________________

Signature ____________________________ Date ____________________________
BIDDERS LIST

Project Name: Transit CNG Fueling System Upgrade, Specification No. SV 20-13, FAIN: CA-2020-221-00

The City maintains a “Bidders List” containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the City's federal-assisted contracts, in accordance with 49 CFR Part 26.11. The “Bidders List” is intended to be a count of all firms that are participating, or attempting to participate, on federal-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder/Offeror is to complete all requested information on the “Bidders List” for every firm who submitted a proposal, bid or quote, including the primary Bidder, and submit this information at the time of bid submission. **The “Bidders List” content will not be considered in evaluating the bid or determining award of any contract.**

### Prime Bidder's Information:

<table>
<thead>
<tr>
<th>Name of Prime’s Firm:</th>
<th>Phone: (____)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Address:</td>
<td>Fax: (____)</td>
</tr>
<tr>
<td>Number of years in business:</td>
<td>Type of work/services/materials provided:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Title:</td>
</tr>
<tr>
<td>Is the firm currently certified as a DBE under 49 CFR Part 26?</td>
<td>[\text{Yes}] [\text{No}]</td>
</tr>
<tr>
<td>Check the box below for your firm's annual gross receipts last year:</td>
<td></td>
</tr>
<tr>
<td>[\text{Less than $1 million}]</td>
<td>[\text{Less than $5 million}]</td>
</tr>
<tr>
<td>[\text{Less than $10 million}]</td>
<td>[\text{Less than $15 million}]</td>
</tr>
<tr>
<td>[\text{More than $15 million}]</td>
<td></td>
</tr>
</tbody>
</table>

Provide the following information for every firm (DBE and non-DBE) that submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Phone: (____)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Address:</td>
<td>Fax: (____)</td>
</tr>
<tr>
<td>Number of years in business:</td>
<td>Type of work/services/materials provided:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Title:</td>
</tr>
</tbody>
</table>
### Bidders List Form

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the firm currently certified as a DBE under 49 CFR Part 26?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the firm currently certified as a DBE under 49 CFR Part 26?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check the box below for your firm’s annual gross receipts last year:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than $1 million</td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>More than $15 million</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Provide the following information for every firm (DBE and non-DBE) that submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Phone: (_____)</th>
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<td>Firm Address:</td>
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<td>Number of years in business:</td>
<td>Type of work/services/materials provided:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

If necessary, this “Bidders List” form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder to submit the required “Bidders List” form will deem the Bidder non-responsive.
CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DOCUMENTS FOR EXECUTION BY SUCCESSFUL BIDDER

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13

FAIN: CA-2020-221-00
LIST OF DOCUMENTS FOR EXECUTION BY SUCCESSFUL BIDDER

Contract........................................................................................................ Page 42
Bond for Faithful Performance ................................................................. Page 80
Form to Accompany Bond for Faithful Performance............................. Page 82
Bond for Material Suppliers and Laborers................................................ Page 83
Form to Accompany Bond for Material Suppliers and Laborers............. Page 85
Workers’ Compensation Insurance Certificate ........................................ Page 86
General Liability Special Endorsement.................................................. Page 87
Automobile Liability Special Endorsement ............................................ Page 88
Exhibit 15-G: DBE Race-Neutral Participation Commitment Form......... Page 89
CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND
____________ FOR TRANSIT CNG FUELING SYSTEM
UPGRADE, CP960281, SPECIFICATION NO. SV 20-13, FAIN:
CA-2020-221-00

THIS CONTRACT is made and entered into in the City of Simi Valley on
this          day of               2020, by and between the CITY OF SIMI VALLEY, a municipal
 corporation, hereinafter referred to as CITY, and _________________, a (type
 of business entity), hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, on September 1, 2020, CITY invited bids for Transit CNG
Fueling System Upgrade, CP960281, per Specification No. SV 20-13, FAIN:
CA-2020-221-00; and

WHEREAS, pursuant to said invitation, CONTRACTOR submitted a
Proposal which was accepted by CITY for said project.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises,
obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are a part
   of this CONTRACT.

2. Term. The term of this CONTRACT shall be from the date this
   CONTRACT is made and entered, as first written above, and shall be completed no
   later than Two-Hundred and Forty (240) consecutive calendar days after receipt of the
   Notice to Proceed.

3. Incorporation By Reference. Public Contract Code Section
   22300, Specification No. SV 20-13, consisting of 181 pages and all documents
   incorporated by reference therein, and the CONTRACTOR'S Bid consisting of the
   CONTRACTOR'S Proposal Statement, Proposed Schedule of Work and Prices, and
   Bidder's Statement of Subcontractors and Material Fabricators, are hereby incorporated
   by reference and made a part of this CONTRACT.

4. Precedence of CONTRACT Documents. If there is a conflict
   between or among CONTRACT documents, the document highest in precedence shall
   control. The precedence shall be:

   First: This Document consisting of 38 pages excluding paragraph 3
   Second: Permits from other agencies as may be required by law
   Third: Special Provisions
   Fourth: Bid Terms and Conditions
   Fifth: Detailed Plans
Sixth: Standard Plans
Seventh: Standard Specifications Modifications
Eighth: "Standard Specifications for Public Works Construction" (SSPWC)
Ninth: Reference Specifications
Tenth: CONTRACTOR'S Proposal

Change orders, supplemental agreements, and approved revisions to plans and specifications become a part of item First.

5. **Obligations of the CITY.**

   A. The CITY shall be obligated to pay CONTRACTOR based upon the actual City-authorized quantities in place and the unit and/or lump sum prices bid by CONTRACTOR, including but not limited to all labor, material and equipment, rather than the CONTRACT bid price.

   B. CITY shall make regular progress payments to the CONTRACTOR within 30 days after mutual concurrence with the unit quantities and/or lump sum items of work performed, subject to applicable retention requirements. In no event shall the total amount paid exceed the CONTRACT bid price of $ unless otherwise agreed to by the parties in writing.

   C. Upon receipt of an invoice for work performed to CITY'S satisfaction, CITY shall make progress payments within thirty (30) days of receipt of invoice. If the work is not performed satisfactorily or the invoice is defective, CITY shall notify CONTRACTOR, in writing, of the reasons within seven (7) days of receipt of invoice. The intent of this Section is to comply with Public Contract Code Section 20104.50.

6. **Obligations of the CONTRACTOR.**

   A. CONTRACTOR shall perform as required by this CONTRACT. CONTRACTOR agrees to perform the services more specifically set forth in the “Scope of Work” attached hereto and incorporated herein as Exhibit “A” and as further described in the incorporated documents. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

   B. CONTRACTOR shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

   C. CONTRACTOR shall abide by the CITY’S Business Tax Ordinance, of which proof of payment must be obtained prior to performance of this CONTRACT. CONTRACTOR shall maintain a valid Business Tax Certificate for the term of the CONTRACT.
D. Prevailing wage: In addition to any applicable federal requirements, the CONTRACTOR shall comply with all applicable California laws related to prevailing wage, including but not limited to California Labor Code 1720 et seq. and all other California prevailing wage laws and regulations, and all requirements, regulations or decisions of the California Department of Industrial Relations related thereto. CONTRACTOR further stipulates to follow all requirements and pay any penalties due, if any, under Section 1813 of the California Labor Code. The CONTRACTOR shall post the prevailing rate per diem wages at each job site. Further CONTRACTOR shall indemnify, defend, and hold CITY harmless from any claim that prevailing wages should have been paid pursuant to this CONTRACT, including federal prevailing wage requirements under the Davis-Bacon Act, if applicable and shall be liable for the payment of same and any penalties thereon. CONTRACTOR is responsible for paying all legally required prevailing wages, and in the case of a difference between state and Federal law, the highest legally required rate.

CONTRACTOR and all subcontractors must be registered and remain registered with DIR (Department of Industrial Relations) through the term of the CONTRACT in accordance with the California Labor Code (“Labor Code”), in particular Labor Code Section 1771.1, and any successor or replacement provision thereto, unless a small project exemption applies ($25,000 for public works or $15,000 for maintenance). CONTRACTOR further agrees that it will follow all requirements and obligations set forth in Labor Code Section 1776.

7. Audit.

A. At any time during normal business hours and as often as the CITY may deem necessary, CONTRACTOR shall make available to CITY for inspection its records pertaining to this CONTRACT. CONTRACTOR shall permit CITY to audit, examine and/or reproduce such records. CONTRACTOR will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least (2) years after termination or final payment under this CONTRACT. This paragraph shall survive for two (2) years after termination of this CONTRACT.

B. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to CITY as a condition precedent to any payment to CONTRACTOR.

8. Hold Harmless and Indemnification. CONTRACTOR shall defend, indemnify, and hold harmless CITY, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT. The CITY shall be included as an Additional Insured in the automobile/ liability insurance policies and endorsements of the CONTRACTOR. The CONTRACTOR must select an
attorney acceptable to the CITY who will defend such proceeding and the CITY will control any litigation thereof. Such approval by the CITY will not be unreasonably withheld. This paragraph shall survive the termination of the CONTRACT.

9. **Amendments.** Any amendment, modification, or variation from the terms of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONTRACTOR.

10. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONTRACTOR shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

11. **Termination.** If, during the term of this CONTRACT, CITY determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, CITY may notify CONTRACTOR in writing of such defect or failure to perform. The notice must give to the CONTRACTOR a ten (10) day period of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and CITY may terminate this CONTRACT immediately by written notice to CONTRACTOR to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this CONTRACT except, however, any and all obligations of CONTRACTOR'S surety shall remain in full force and effect and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received CITY'S Notice of Termination, minus any damages, including liquidated damages if so provided herein, occasioned by such breach. CITY reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the CITY'S sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

12. **Insurance.** CONTRACTOR shall, prior to commencing performance hereunder, submit proof of all insurance coverage as required by the Specification or other document incorporated in and made a part of this CONTRACT.

13. **FTA Forms and Requirements.** CONTRACTOR shall comply with all Federal Transit Administration (FTA) requirements as outlines in Exhibit “C”, attached.

14. **Complete CONTRACT.** This CONTRACT shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.
15. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

16. **Time of Performance.** Time is of the essence in this CONTRACT.

17. **Liquidated Damages.** Should the CONTRACTOR fail to complete the project, or any part thereof, in the time agreed upon in the CONTRACT or within such extra time as may have been allowed for delays or extensions granted as provided in the CONTRACT, the CONTRACTOR shall reimburse the CITY for the additional expense and damage for each calendar day that the CONTRACT remains uncompleted after the CONTRACT completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the CONTRACT is the per diem rate $1,500 per calendar day. Such amounts are hereby agreed upon as liquidated damages for the loss to the CITY resulting from the failure of the CONTRACTOR to complete the project within the allotted time and to the value of the operation of the works dependent thereon.

It is expressly understood and agreed that this amount is a reasonable amount and is established in lieu of damages which are incapable of calculation at the inception hereof; and this amount is not to be considered in the nature of a penalty. The CITY shall have the right to deduct such damages from any amount due, or that may become due to the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or the CONTRACTOR'S Surety.

Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

18. **Conflict of Interest.** Neither CONTRACTOR nor any employees, agents, or subcontractors of CONTRACTOR who will be assigned to this project, to the best of CONTRACTOR'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, CITY may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

19. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

20. **Authority to Execute Contract.** Both CITY and CONTRACTOR do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.
21. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys’ fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

22. **Non-Appropriation of Funds.** Payments due and payable to CONTRACTOR for current goods and/or services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY has not appropriated sufficient funds for payment of goods and/or services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

CITY        Ronald K. Fuchiwaki, Director  
Department of Public Works  
2929 Tapo Canyon Road  
Simi Valley, CA 93063  
Staff Contact:  Michael Kang, Principal Engineer  
(805) 583-6898
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Attest:

______________________________
Lucy Blanco, City Clerk

City of Simi Valley, A Municipal Corporation
By:

______________________________
Keith L. Mashburn, Mayor of the City of Simi Valley, California

Approved as to Form:

______________________________
Lonnie J. Eldridge, City Attorney

Insert Name Of Company Here

By: ____________________________

Print Name: ______________________

Approved as to Content:

______________________________
Brian Paul Gabler, City Manager

Title: ____________________________

By: ____________________________

Print Name: ______________________

Title: ____________________________

______________________________
Jerry Johnson
Deputy Administrative Services Director (Support Services)

________________________________
Ronald K. Fuchiwaki
Public Works Director
EXHIBIT “A”
SCOPE OF WORK

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND FOR TRANSIT CNG FUELING SYSTEM
UPGRADE, CP960281, SPECIFICATION NO. SV 20-13, FAIN: CA-2020-221-00

Upgrade the existing compressed natural gas (CNG) fueling system to include: replacing an existing compressor, installing high pressure CNG storage vessels, installing a fast-fill CNG dispenser, replacing the existing motor control center, upgrading the SCADA control system, upgrading the fuel dispensing system, upgrading the lighting system, repairs to improve safety and ventilation, and associated mechanical, civil, structural, and electrical work necessary for a complete project.
EXHIBIT “B”
FEDERAL PREVAILING WAGE RATES

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND ______________ FOR TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281, SPECIFICATION NO. SV 20-13, FAIN: CA-2020-221-00

Federal Prevailing Wage Rates, General Decision No. ______________
Dated ______________
EXHIBIT “C”
FTA REQUIREMENTS

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND
______________ FOR TRANSIT CNG FUELING SYSTEM
UPGRADE, CP960281, SPECIFICATION NO. SV 20-13, FAIN:
CA-2020-221-00

FTA Clauses and Certifications

REQUIRED FTA THIRD-PARTY CONTRACT CLAUSES

This project may be financed by funds from the Federal Transit Administration (FTA). Accordingly, the following third-party contract clauses are applicable to all contracts. Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

By signing and including the Proposal Submission form with proposal, PROPOSER certifies that they have read, understand and will comply with the Federal contract requirements identified below.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that the City of Simi Valleys and sub-contractor of the City of Simi Valley’s Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital,
operating or planning funds. A bidder or offeror shall submit appropriate Buy America certification to the City of Simi Valley with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Cargo Preference**

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City of Simi Valley (through contractor in the case of a subcontractor's bill-of-lading); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

**Seismic Safety**

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

**Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Clean Water**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the The City of Simi Valley and understands and agrees that the the City of Simi Valley shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.
**Lobbying**


**Access to Records and Reports**

The following access to records requirements apply to this Contract:

1. In accordance with 49 CFR 18.36(i), contractor shall provide the City, the FTA, the US Controller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the City, FTA Administrator, US Controller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed
directly or by reference in the grant agreements between the City of Simi Valley and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Failure by the Contractor to so comply shall constitute a material breach of this Contract.

**Bonding Requirements**

FTA may accept the bonding policy and requirements of the City, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

1. 50% of the contract price if the contract price is not more than $1 million;
2. 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or
3. $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

**Bid Bond Requirements (Construction)**

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (The City of Simi Valley) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (The
City of Simi Valley). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (The City of Simi Valley), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (The City of Simi Valley's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (The City of Simi Valley) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (The City of Simi Valley) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (The City of Simi Valley) and pay over to (The City of Simi Valley) the difference between the bid security and (The City of Simi Valley's) total damages, so as to make (The City of Simi Valley) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (The City of Simi Valley) determines that a lesser amount would be adequate for the protection of the (The City of Simi Valley).

2. The (The City of Simi Valley) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (The City of Simi Valley) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

   (i) Fifty percent of the contract price if the contract price is not more than $1 million.
(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is more than $5 million.

2. If the original contract price is $5 million or less, the (The City of Simi Valley) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)
The Contractor may be required to obtain performance and payment bonds when necessary to protect the (The City of Simi Valley’s) interest.

(a) The following situations may warrant a performance bond:

1. (The City of Simi Valley) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (The City of Simi Valley), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (The City of Simi Valley) determines that a lesser amount would be adequate for the protection of the (The City of Simi Valley).

2. The (The City of Simi Valley) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (The City of Simi Valley) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (The City of Simi Valley’s) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
(i) Fifty percent of the contract price if the contract price is not more than $1 million;

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City of Simi Valley shall determine the amount of the advance payment bond necessary to protect The City of Simi Valley. Patent Infringement Bonding Requirements (Patent Indemnity) The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City of Simi Valley shall determine the amount of the patent indemnity to protect the City of Simi Valley.

Warranty of the Work and Maintenance Bonds:

1. The Contractor warrants to the City, the Architect and/or Engineer that all materials and equipment furnished under this contract will be of highest quality and new unless otherwise specified by the City, free from faults and defects and in conformance with the contract documents. All work not conforming to these standards shall be considered defective. If required by the project manager, the contractor shall furnish satisfactory evidence as to the kind of quality and quality of materials and equipment.

2. The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one year after final payment by the City of Simi Valley and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the City of Simi Valley. The contractor shall, prior to the release of final payment, furnish separate maintenance (or Guarantee) bonds in form acceptable to the City written by the same corporate surety that provides the performance bond and labor and material payment bond for this contract. These bonds shall secure the contractor’s obligation to replace or repair defective materials and faulty workmanship for a minimum period of one year after final payment and shall be written in an amount equal to 100 percent of the contract sum, as adjusted (if at all).
Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the City of Simi Valley and understands and agrees that the City of Simi Valley will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Recycled Products/Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is
to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits

Therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or
program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits

Therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The the City of Simi Valley shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the the City of Simi Valley for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or
transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage
and Hour Division determines that there is an apprenticeship program associated with
the corresponding journeyman wage rate on the wage determination which provides for
less than full fringe benefits for apprentices. Any employee listed on the payroll at a
trainee rate that is not registered and participating in a training plan approved by the
Employment and Training Administration shall be paid not less than the applicable wage
rate on the wage determination for the classification of work actually performed. In
addition, any trainee performing work on the job site in excess of the ratio permitted
under the registered program shall be paid not less than the applicable wage rate on the
wage determination for the work actually performed. In the event the Employment and
Training Administration withdraws approval of a training program, the contractor will no
longer be permitted to utilize trainees at less than the applicable predetermined rate for
the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and
journeymen under this part shall be in conformity with the equal employment opportunity
requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the
requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the
clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the
Federal Transit Administration may by appropriate instructions require, and also a
clause requiring the subcontractors to include these clauses in any lower tier
subcontracts. The prime contractor shall be responsible for the compliance by any
subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5
may be grounds for termination of the contract, and for debarment as a contractor and a
subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and
interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3,
and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards
provisions of this contract shall not be subject to the general disputes clause of this
contract. Such disputes shall be resolved in accordance with the procedures of the
Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning
of this clause include disputes between the contractor (or any of its subcontractors) and
the contracting agency, the U.S. Department of Labor, or the employees or their
representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that
neither it (nor he or she) nor any person or firm who has an interest in contractor’s firm
is a person or firm ineligible to be awarded Government contracts by virtue of section
3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be
subcontracted to any person or firm ineligible for award of a Government contract by
virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for
making false statements is prescribed in 18 USC 1001.
No Government Obligations to Third Parties

The City of Simi Valley and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City of Simi Valley, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fradulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

Contract Work Hours & Safety Standards Act

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in
any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the City of Simi Valley shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**Termination**

a. Termination for Convenience (General Provision) the City of Simi Valley may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the City of Simi Valley's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the City of Simi Valley. If contractor is in possession of any of the City of Simi Valley's property, contractor shall account for same, and dispose of it as the City of Simi Valley directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the City of Simi Valley may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor...
setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Simi Valley that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the City of Simi Valley, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the City of Simi Valley in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the City of Simi Valley's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the City of Simi Valley setting forth the nature of said breach or default, the City of Simi Valley shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the City of Simi Valley from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City of Simi Valley elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the City of Simi Valley shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the City of Simi Valley, by written notice, may terminate this contract, in whole or in part, when it is in the City of Simi Valley's interest. If the contract is terminated, the City of Simi Valley shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the City of Simi Valley's convenience.
g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the City of Simi Valley goods, contractor shall, as directed by the City of Simi Valley, protect and preserve the goods until surrendered to the City of Simi Valley or its agent. Contractor and the City of Simi Valley shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the City of Simi Valley’s convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the City of Simi Valley may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the City of Simi Valley resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Simi Valley in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the City of Simi Valley, acts of another contractor in the performance of a contract with the City of Simi Valley, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the City of Simi Valley in writing of the causes of delay. If in the City of Simi Valley’s judgment, delay is excusable, the time for completing the work shall be extended. The City of Simi Valley’s judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the City of Simi Valley’s convenience.
i. Termination for Convenience or Default (Architect & Engineering) the City of Simi Valley may terminate this contract in whole or in part, for the City of Simi Valley's convenience or because of contractor’s failure to fulfill contract obligations. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City of Simi Valley all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the City of Simi Valley's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the City of Simi Valley may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the City of Simi Valley. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the City of Simi Valley's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the City of Simi Valley may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the City of Simi Valley or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the City of Simi Valley, or property supplied to contractor by the City of Simi Valley. If termination is for default, the City of Simi Valley may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the City of Simi Valley and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the City of Simi Valley's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City of Simi Valley determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the City of Simi Valley, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

**Government-wide Debarment and Suspension**

The City agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the
Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” http://https://www.sam.gov,.proxy1.semalt.design if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” (SAM) at http://https://www.sam.gov,.proxy1.semalt.design if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the The City of Simi Valley suspends, debarres, or takes any similar action against a Third Party Participant or individual, the The City of Simi Valley will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the The City of Simi Valley is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees.

Civil Rights Requirements

The following requirements apply to the underlying contract:

The City understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless The City or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:
1. Nondiscrimination in Federal Public Transportation Programs. The contractor agrees to comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration The City of Simi Valleys,” to the extent consistent with applicable Federal laws, regulations, and guidance, and other applicable Federal guidance that may be issued.

2. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration The City of Simi Valleys,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.

3. Equal Employment Opportunity. The Contractor agrees to, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,”42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The contractor agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing,

4. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the City of Simi Valley agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The City of Simi Valley agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. The City of Simi Valleys receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding $250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The City of Simi Valley understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the City of Simi Valley provides assurance that: The City of Simi Valley shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The City of Simi Valley shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Simi Valley's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Simi Valley of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

5. Nondiscrimination on the Basis of Sex. The contractor agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title


7. Nondiscrimination on the Basis of Disability. The contractor agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA The City of Simi Valleys, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S.


10. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the City of Simi Valley agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

11. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**Breaches and Dispute Resolution**

*Disputes* – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Simi Valley’s Community Services Department. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director, Community Services. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director, Community Services shall be binding upon the Contractor and the Contractor shall abide be the decision.
Performance During Dispute - Unless otherwise directed by the City of Simi Valley, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Simi Valley and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Simi Valley is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Simi Valley, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprises (DBEs)

1. DBE Goal

Although the City of Simi Valley (hereinafter referred to as “City”) has not established a DBE contract-specific goal on this project, all race-neutral DBE participation will count toward the City’s federally mandated overall DBE goal.

2. DBE Policy and Applicability

The City receives federal financial assistance from the Federal Transit Administration (FTA) of the United States Department of Transportation (U.S. DOT) and as a condition of receiving such assistance has developed a Disadvantaged Business Enterprise (DBE) Program (accessible via the City’s website) in accordance with federal regulations published under Title 49 CFR, Part 26 and subsequent Guidance.

The City’s DBE Program sets forth the policies and procedures to be implemented by the City to ensure that DBEs have an equitable opportunity to participate in the City’s federal-aid contracting opportunities.

Furthermore the DBE Program Manual describes the processes, procedures, documents, authorizations, approvals and certifications, necessary to maintain compliance with DBE requirements and ensure the City’s continued receipt of federal-aid funds for local transportation projects.
The project is subject to the DBE requirements of the City’s DBE Program Manual and Title 49 CFR, Part 26 are hereby incorporated into this Contract by reference. Additionally, all DBE participation will count toward the City’s federally mandated overall DBE goal.

Pursuant to the intent of these Regulations, it is the policy of the City to:

- Implement strategies that promote the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR Part 26, by ensuring that DBEs have equitable access and opportunities to participate in all of City's DOT-assisted contracting opportunities.
- Ensure non-discrimination in the award and administration of City's DOT-assisted contracts.
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- Ensure that only firms that meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

The City shall not discriminate on the basis of race, color, national origin or gender in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under Part 26 to ensure non-discrimination in the award and administration of U.S. DOT assisted contracts. The City's DBE Program, as required by Part 26 and as approved by the U.S. DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved Program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

Pursuant to 49 CFR 26.13(b): Bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that is defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the City’s DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

3. Race-Neutral DBE Program Measures
The City will utilize Race-Neutral means in meeting its overall DBE Program goal.

The City plans to implement the race-neutral measures to comply with 49 CFR Part 26.51 and Section V of the California Department of Transportation DBE Program Implementation Agreement for Local Agencies.

4. DBE Bid Submission Requirements

Bidder shall complete and submit the following DBE Exhibits (forms) at the times specified with their Bid:

• “DBE Participation Commitment Form” (Exhibit 15-G)
• “Bidders List” (Exhibit 12-B)

Bidders must submit the DBE forms above even if they do not anticipate proposing DBE participation on this contract.

1. “DBE Participation Commitment Form” (Exhibit 15-G) required at time of Bid. The Bidder is to provide the following information for each DBE that will participate in the contract:

• The complete name and address of each DBE who will participate in the contract;
• A description of the work that each DBE will perform or provide;
• The dollar amount of the work to be performed or provided by the DBE;
• Valid DBE Certification eligibility status, in conformance with 49 CFR Part 26;
• The Bidder shall also submit, for each DBE to perform under this contract, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract bid can serve in lieu of the written confirmation).

2. “Bidders List” (Exhibit 12-B) required at time of Bid. The City is required by Regulations to create and maintain a “Bidders List” of all firms bidding or quoting on the City’s DOT-assisted contracts for use in calculating the City’s overall DBE goal. Bidders are required to complete and submit the requested information listed on the “Bidders List Form” for all firms (DBE[s] and Non-DBE[s]) who submitted a bid, quote and/or bid, including firms who were contracted by the Prime Bidder.

5. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of Bid:

a. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
b. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.

c. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

d. At time of Bid, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:

e. The CUCP web site, which can be accessed at http://www.californiaucp.com; or the Caltrans “Civil Rights” web site at http://www.dot.ca.gov/hq/bep.

f. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

6. DBE Crediting Provisions

The City requires that all DBEs listed by Bidders for participation, be certified as eligible DBEs at the time of bid submission, in order for their race-neutral participation to be counted towards the City’s Overall DBE goal. In accordance with 49 CFR §26.55 and §26.71, the following guidelines apply in calculating/counting DBE participation:

i. Only the participation of firms certified in accordance with 49 CFR Part 26 may be counted as DBE participation.

ii. Only work (represented by Work Category code(s)) for which the firm is certified as a DBE may be counted as DBE participation.

iii. Only work performed by a DBE’s own work forces (including cost of supplies, materials and equipment leases obtained by the DBE for the work of the contract, except supplies and equipment the subcontractor purchases and/or leases from the prime contractor or its affiliate), may be counted as DBE participation.

iv. When a DBE subcontracts part of its work of its contract to another firm, the value of the subcontracted work may be counted as DBE participation only if the DBE subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm does not count as DBE participation. A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce.
v. When a DBE performs as a participant in a joint venture with a non-DBE, only the portion of the total contract dollar value equal to the distinct, clearly defined portion of the work to be performed by the DBE’s own forces may be counted as DBE participation.

i. Only work considered to perform a commercially useful function may be counted as DBE participation.

ii. For transportation services that are required under the contract and provided by a DBE trucking company, DBE participation is counted on the total value of the transportation services the DBE trucking company provides using trucks it owns, insures, and operates and using drivers it employs.

iii. For materials and supplies that are required under the contract and obtained from a DBE manufacturer, one hundred percent (100%) of the materials/supplies may be counted as DBE participation. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials and supplies obtained by the contractor.

iv. For materials and supplies that are required under the contract and obtained from a DBE supplier/regular dealer, sixty percent (60%) of the materials/supplies may be counted as DBE participation. For purposes of this section, a supplier/regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

v. A Bidder may count as DBE participation, fees and commissions paid to DBE firms that are not manufacturers or regular dealers, provided that the fees or commissions are determined to be reasonable and not excessive, as compared with fees customarily allowed for similar services.

vi. A Bidder may count as DBE participation, all transportation services provided by a DBE trucking firm that can demonstrate control of trucking operations for which it seeks credit and it owns, insures, and operates, using drivers it employs in the performance of the contract. The DBE must itself own and operate at least one fully licensed, insured, and operation truck used on the contract. The DBE trucking firm may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE who leases trucks from a non-DBE is entitled to credit only for the fees or commissions it receives as a result of the lease arrangement.

vii. Prime contractors are advised to not count participation of DBE subcontractors towards DBE attainment until the amount being counted has been paid to the DBE.
viii. In cases where a DBE’s certification has ceased during the performance period of the contract, although the prime contractor will continue to report to the City, the dollar value of the work performed by the firm, any work performed after the DBE ceases to be certified will not count towards DBE participation credit or the City’s Overall DBE goal fulfillment.

Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the The City of Simi Valley. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the The City of Simi Valley. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by the DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the City of Simi Valley, which would cause the City of Simi Valley to be in violation of the FTA terms and conditions.

Veterans Preference

Veterans Preference as provided by 49 U.S.C. § 5325(k), to the extent practicable, the City of Simi Valley agrees and assures that each of its Contractors:

Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
BOND FOR FAITHFUL PERFORMANCE
BOND NO.

KNOW ALL PERSONS BY THESE PRESENTS:
That we, ____________________________ hereinafter referred to as “Contractor” as principal, and ____________________________ hereinafter referred to as “Surety,” are held and firmly bound unto the City of Simi Valley, California, hereinafter referred to as “City”, or “Obligee” in the sum of ____________________________ Dollars ($_________), 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.

This condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with City for the Transit CNG Fueling System Upgrade, CP960281, Specification No. SV 20-13, FAIN: CA-2020-221-00, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney’s fee, to be fixed by the court.
BOND FOR FAITHFUL PERFORMANCE (cont’d)

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of the Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this ______ day of ________________, 2020.

Contractor

By__________________________________

Title________________________________

By__________________________________

Title________________________________

Surety

By__________________________________

Title________________________________
FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE

STATE OF CALIFORNIA  )
COUNTY OF  ) SS.
CITY OF  )

On this _____________ day of ______________________, 2020, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ____________________, personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to this instrument; and known to be the __________ of _______________________________ and the same person whose name is subscribed to the within instrument as the _______________________________.

of said _______________________________ and the said _______________________________
duly acknowledged to me that he/she subscribed the name of ________________ thereto as Surety and his/her own name as ________________________________

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Notary Public in and for said County and State aforesaid.
BOND FOR MATERIAL SUPPLIERS AND LABORERS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ____________________________ hereinafter referred to as “Contractor” as principal, and ____________________________ hereinafter referred to as “Surety,” are held and firmly bound unto the City of Simi Valley, California, hereinafter referred to as “City”, or “Obligee” in the sum of $__________ Dollars ($_______), 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, Contractor has been awarded and is about to enter into the annexed Contract with City for the Transit CNG Fueling System Upgrade, CP960281, Specification No. SV 20-13, FAIN: CA-2020-221-00, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or any subcontractor, fails to pay for any materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.
BOND FOR MATERIAL SUPPLIERS AND LABORERS

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material 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.

WITNESS our hands this ______ day of _______________, 2020.

________________________________________________________________________
Contractor

By___________________________________________

Title___________________________________________

By___________________________________________

Title___________________________________________

________________________________________________________________________
Surety

By___________________________________________

Title___________________________________________
FORM TO ACCOMPANY BOND FOR MATERIAL SUPPLIERS AND LABORERS

STATE OF CALIFORNIA )
COUNTY OF ) SS.
CITY OF )

On this ________________ day of ____________________, 2020, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ________________________.

Personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to this instrument; and known to be the _________ of ___________________________ and the same person whose name is subscribed to the within instrument as the _____________________________
of said ______________________ and the said ______________________
duly acknowledged to me that he/she subscribed the name of ________________
thereto as Surety and his/her own name as ______________________

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

__________________________________________
Notary Public in and for said County and State aforesaid.
WORKERS’ COMPENSATION INSURANCE CERTIFICATE

Section 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

“I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

By________________________

Date: _________________    Title________________________

By________________________

Date: _________________    Title________________________
# General Liability Special Endorsement for the City of Simi Valley

## 1. ENDORSEMENT NO.  

## 2. ISSUE DATE (MM/DD/YY)

## 3. PRODUCER

### TELEPHONE

## 4. INSURED

## 5. POLICY INFORMATION:

- **Carrier:**
- **Policy No.:**
- **Policy Period:**
- **COVERAGE TRIGGER**
  - [ ] Occurrence
- **LOSS ADJUSTMENT EXPENSE**
  - [ ] Included in Limits
  - [ ] In Addition to Limits
- **Deductible**
- **Self-insured Retention (check which) of $**

## 6. APPLICABLE

- This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here [ ] in which case only the following specific agreements and permits with the City of Simi Valley are covered:

## 7. TYPE OF INSURANCE

### GENERAL LIABILITY

- COMMERCIAL GENERAL LIABILITY
- COMPREHENSIVE FORM

## 8. COVERAGES

<table>
<thead>
<tr>
<th>PREMISES/OPERATIONS</th>
<th>LIABILITY LIMITS IN THOUSANDS $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EACH OCCURRENCE</td>
</tr>
</tbody>
</table>

## 9. OTHER PROVISIONS

### 11. CLAIMS:

Underwriter’s representative for claims pursuant to this insurance (address and telephone).

## 10. ADDITIONAL INSURED

The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.

## 12. CONTRIBUTION NOT REQUIRED

Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City’s insurance for contribution.

## 13. CANCELLATION NOTICE

With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

## 14. ENDORSEMENT HOLDER

### CITY OF SIMI VALLEY

- **CITY DEPARTMENT/BUREAU:**
- **2929 TAPO CANYON RD**
- **SIMI VALLEY, CA 93063**

### AUTHORIZED REPRESENTATIVE

- [ ] Broker/Agent
- [ ] Underwriter
- [ ]

I ________________________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature __________________________________________________________

*(original signature required on copy)*

Telephone: (     ) ____________________ Date signed ____________________
# Automobile Liability Special Endorsement

## for the City of Simi Valley

<table>
<thead>
<tr>
<th>3. PRODUCER</th>
<th>5. POLICY INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TELEMUTUAL INSURANCE COMPANY</td>
<td>Carrier:</td>
</tr>
<tr>
<td></td>
<td>Policy No.:</td>
</tr>
<tr>
<td></td>
<td>Policy Period:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. INSURED</th>
<th>6. DEDUCTIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Self-insured Retention (check which) of $_____ with an Aggregate of $_____ applies to coverage. (which)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. COVERAGES</th>
<th>9. OTHER PROVISIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY AUTO</td>
<td>LIABILITY LIMITS IN THOUSANDS $</td>
</tr>
<tr>
<td>OWNED AUTOS</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>SCHEDULED AUTOS</td>
<td>AGGREGATE</td>
</tr>
<tr>
<td>HIRED AUTOS</td>
<td></td>
</tr>
<tr>
<td>NON-OWNED AUTOS</td>
<td></td>
</tr>
</tbody>
</table>

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

### 11. ADDITIONAL INSURED.

The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.

### 12. CONTRIBUTION NOT REQUIRED.

Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City’s insurance for contribution.

### 13. CANCELLATION NOTICE.

With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

### ENDORSEMENT HOLDER

<table>
<thead>
<tr>
<th>15. CITY DEPARTMENT/BUREAU</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF SIMI VALLEY</td>
</tr>
<tr>
<td>2929 TAPO CANYON RD</td>
</tr>
<tr>
<td>SIMI VALLEY, CA 93063</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16. AUTHORIZED REPRESENTATIVE</th>
<th>10. CLAIMS: Underwriter’s representative for claims pursuant to this insurance (address and telephone).</th>
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</thead>
<tbody>
<tr>
<td>BROKER/AGENT UNDERWRITER</td>
<td></td>
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<td></td>
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</tr>
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</table>

1. ________________________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature: _____________________________________________________________________________________________

(original signature required on copy)

Telephone: ( ) __________________ Date signed __________
Exhibit 15-G: DBE Race-Neutral Participation Commitment Form
(Inclusive of all DBEs at time of bid Submission)

NOTE: Please refer to instructions on the reverse side of this form.

<table>
<thead>
<tr>
<th>Contractor to Complete this Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Local Agency Name: ________________________________</td>
</tr>
<tr>
<td>2. Project Description: ________________________________</td>
</tr>
<tr>
<td>3. Project Location: ________________________________</td>
</tr>
<tr>
<td>4. Bidder’s Name: ________________________________</td>
</tr>
<tr>
<td>5. Prime Certified DBE: [ ] 6. Bid Amount ________________________________</td>
</tr>
<tr>
<td>7. Total Dollar Amount for ALL Subcontractors: ________________________________</td>
</tr>
<tr>
<td>8. Total Number of ALL Subcontractors: ________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DBE Commitment Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Bid Item #</td>
</tr>
<tr>
<td>11. DBE Certification #</td>
</tr>
<tr>
<td>____________________________</td>
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<table>
<thead>
<tr>
<th>Local Agency to Complete this Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>20. Local Agency Contract Number: ________________________________</td>
</tr>
<tr>
<td>21. Federal-aid Project Number: ________________________________</td>
</tr>
<tr>
<td>22. Contract Award Date: ________________________________</td>
</tr>
</tbody>
</table>

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

<table>
<thead>
<tr>
<th>23. Local Agency Representative Signature</th>
<th>24. Date</th>
</tr>
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<tbody>
<tr>
<td>________________________________</td>
<td>________________________________</td>
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</tbody>
</table>

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the “Subcontractor List” submitted with your bid. Written confirmation from each listed DBE is required.

<table>
<thead>
<tr>
<th>15. Preparer’s Signature</th>
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</thead>
<tbody>
<tr>
<td>_________________________</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>16. Preparer’s Name (Print)</th>
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</thead>
<tbody>
<tr>
<td>__________________________</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>17. Preparer’s Title</th>
</tr>
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<tbody>
<tr>
<td>____________________</td>
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</table>

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<tbody>
<tr>
<td>________________________________</td>
<td>________________________________</td>
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</tbody>
</table>
Please Note: Contractor shall complete and submit this form even if no DBE participation will be reported. In the event of no DBE participation, Contractor shall mark “none” under the DBE firm name.

INSTRUCTIONS - DBE RACE-NEUTRAL PARTICIPATION COMMITMENT FORM

Contractor Section

1. Local Agency Name – Enter the name of the local or regional agency that is funding the contract.
2. Project Location - Enter the project location as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. Bidder’s Name - Enter the contractor’s firm name.
5. Prime Certified DBE - Check box if prime contractor is a certified DBE.
6. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
7. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
8. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
10. Description of of Work, Services, or Materials Supplied and NAIC(s) - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. Additionally, identify the applicable NAICS(s) for service or supply listed.
11. DBE Certification Number - Enter the DBE’s Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontractors must notify the prime contractor in writing with the date of the decertification if their status should change during the course of the contract.)
12. DBE Firm Name and Contact Information - Enter the name and telephone number of all DBE subcontractors. Also, enter the prime contractor’s name and telephone number, if the prime is a DBE.
13. DBE Dollar Amount – Enter the subcontracted dollar amount of the work to be performed or service to be provided eligible for DBE participation. Include the prime contractor if the prime is a DBE. See City of Santa Clarita’s DBE Program for how to count full/partial participation. If 100% of a work item is not to be performed or furnished by a DBE, calculate and list the exact portion of the item to be performed or furnished by the DBE.
14. Total Claimed DBE Participation – $: Enter the total dollar amounts entered in the “DBE Dollar Amount” column. %: Enter the total DBE participation claimed (“Total Claimed DBE Participation Dollars” divided by item “Bid Amount”).
15. Preparer's Signature - The person completing this section of the form for the contractor’s firm must sign their name.
16. Preparer’s Name (Print) - Clearly enter the name of the person signing this section of the form for the contractor.
17. Preparer’s Title - Enter the position/title of the person signing this section of the form for the contractor.
18. Date - Enter the date this section of the form is signed by the preparer.
19. (Area Code) Tel. No. - Enter the area code and telephone number of the person signing this section of the form for the contractor.

Local Agency Section:

The Local Agency representative shall:

20. Local Agency Contract Number - Enter the Local Agency Contract Number.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Award Date - Enter the date the contract was executed.
23. Local Agency Representative Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
24. Date - Enter the date the Local Agency Representative signs the form.
25. Local Agency Representative Name (Print) - Clearly enter the name of the person completing this section.
26. Phone - Enter the area code and telephone number of the person signing this section of the form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor’s DBE commitment form.
CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

STANDARD SPECIFICATIONS

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13

FAIN: CA-2020-221-00
0-1 STANDARD SPECIFICATIONS

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC), and all supplements thereto, prepared and promulgated by the Greenbook Committee of Public Works Standards Inc., formerly the Southern California Chapter of the American Public Works Association and the Associated General Contractors of America, and the following modifications thereto are established as the Standard Specifications for the City. They will be referred to in the Special Provisions as the "Standard Specifications."

0-2 DELETIONS


0-3 NUMBER OF SECTIONS

The numbering of sections and subsections in these modifications are compatible with the numbering in the SSPWC. The Special Provisions will be numbered as Sections 1000 through 1100.

The replacement sections of those sections deleted from the SSPWC shall have the same numbers as the sections they replaced.

0-4 ADDITIONS

The sections which follow either replace sections of like number in the SSPWC, which were deleted in Section 0-2 above, or add material not in the SSPWC.
1-2 TERMS AND DEFINITIONS

1-2.1 Additional Definitions

Acceptance – The formal written acceptance by the City of the completed project.

Addendum – A notice issued to all prospective bidders during the bidding period when the modification of the plans and/or specifications necessary to change, correct, clarify or further define any aspect of the work.

Agency/City – City of Simi Valley.

Approved Equal – or words of the like import refer to a material which has been approved by the City Engineer as similar and equal in all respects and acceptable for use in lieu of the particular materials as specified herein.

Approved, Required, Directed – or words of similar import, refer to and indicate that the work or materials shall be "approved", "required" or "directed" by the City of Simi Valley or its duly authorized representative.

Bid – That document included in the Proposal setting forth the performance prices for the work.

City Council – The body constituting the awarding authority of the City.

Department – Public Works Department, City of Simi Valley.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48-hours or two working days) prior to the commencement of the contemplated action. Notifications may be from City to Contractor or from Contractor to City.

Engineer – The City Engineer of the City of Simi Valley.

Laboratory - Any laboratory of a public agency or any recognized commercial testing laboratory approved by the City.

Prompt – The briefest interval of time required for a considered reply, including the time required for approval by a governing body.

Proposal – Includes all those documents, which must be submitted by bidder in order to be awarded the Contract.
1-3 **ABBREVIATIONS**

1-3.3.1 **Institutions**

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>AAN</td>
<td>American Association of Nurserymen</td>
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<tr>
<td>ACI</td>
<td>American Concrete Institute</td>
</tr>
<tr>
<td>AGC</td>
<td>Associated General Contractors of America</td>
</tr>
<tr>
<td>AISC</td>
<td>American Institute of Steel Construction</td>
</tr>
<tr>
<td>APCD</td>
<td>Air Pollution Control District</td>
</tr>
<tr>
<td>APWA</td>
<td>American Public Works Association</td>
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<tr>
<td>ASA</td>
<td>American Standards Association</td>
</tr>
<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
</tr>
<tr>
<td>ASTM</td>
<td>American Society of Testing and Materials</td>
</tr>
<tr>
<td>CAL-OSHA</td>
<td>California Occupational Safety &amp; Health Administration</td>
</tr>
<tr>
<td>CITY</td>
<td>City of Simi Valley</td>
</tr>
<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
</tr>
<tr>
<td>DISTRICT</td>
<td>Ventura County Waterworks District No. 8</td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electric and Electronic Engineer</td>
</tr>
<tr>
<td>NASSCO</td>
<td>National Association of Sewer Service Co.</td>
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<tr>
<td>NEC</td>
<td>National Electrical Code</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
</tr>
<tr>
<td>RSRPD</td>
<td>Rancho Simi Recreation and Parks District</td>
</tr>
<tr>
<td>SSS</td>
<td>State of California, Department of Transportation, Standard Specifications, latest edition</td>
</tr>
<tr>
<td>VCFCD</td>
<td>Ventura County Flood Control District</td>
</tr>
<tr>
<td>VCTC</td>
<td>Ventura County Transportation Commission</td>
</tr>
<tr>
<td>VCWPD</td>
<td>Ventura County Watershed Protection District</td>
</tr>
</tbody>
</table>

**SECTION 2 – SCOPE OF THE WORK**

2-2 **PERMITS**

2-2.1 **City Encroachment Permit**

A City Encroachment Permit is required to work within public right-of-way and such permit will be issued at no cost to the Contractor. Contractor shall comply with all specifications required by said permit.

2-2.2 **Caltrans Encroachment Permit**

When work is proposed within State of California Department of Transportation right-of-way, the City will obtain an Encroachment Permit. However, after contract award, the Contractor shall obtain and pay for an Encroachment Permit.
Rider at the State of California Department of Transportation, Permit Section, 100 S. Main Street, Los Angeles, CA 90012. The Contractor will need to show evidence of possessing bonding that meets the requirements of the State of California Department of Transportation. Such bonding costs will be at Contractor's expense.

2-2.3 Other Encroachment Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain and pay, as required, for an encroachment permit from that entity.

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT

The bidder shall not in whole or in part, assign, transfer, convey, or otherwise dispose of the Contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

3-7 CONTRACT DOCUMENTS

3-7.1.1 Accuracy of Specifications

The specifications and the plans for this project are believed by the City to be accurate and to contain no misrepresentation nor any concealment of any material fact. Bidders are cautioned to undertake an independent analysis of any materials, test data and results, if any, in the specifications. City does not guarantee the accuracy of any interpretations of test data and results contained in the specifications. Bidder and all subcontractors named in the Proposal shall bear sole responsibility for bid errors resulting from misstatements or omissions in the plans and specifications which would have been ascertained by examining either the project site or the test data and results, if any, in the City's possession.

Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of the bidder to inquire prior to bid submission. Failure to so inquire shall cause any such ambiguity to be construed against the bidder and/or a waiver of any defect by the bidder.

An ambiguity or defect shall be considered patent if it is of such a nature that the bidder assuming reasonable skill, ability, and diligence, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of bid specifications or plans defects or ambiguities prior to bid submission shall waive any right to assert said defects or ambiguities subsequent to submission of the bid.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided therefor in the bid.
In the event that any dispute arises after awarding the bid as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or over any other matter whatsoever, Contractor shall immediately notify City in writing. Contractor and all subcontractors shall continue to perform whether or not the ambiguity or defect is major, material, minor, or trivial, and whether or not a change order, time extension, or additional compensation has been granted by the City. Failure to provide such written notice within one working day of Contractor becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

3-7.3 Bidders Required to Make Investigations

Bidders are required to make their own investigations and their own estimates of the site. It is not intended nor to be inferred that the specifications are or constitute any representation of warranty, express or implied, by the City of Simi Valley or any officer or employee, thereof, that any conditions which may seem to be indicated by the specifications actually exist or are to be relied upon either with reference to site or subsoil conditions, the presence or absence of groundwater, or otherwise. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the specifications do not constitute any warranty or representation, express or implied, respecting actual conditions which will be encountered by the Contractor in performance of the Contract and that the Contractor cannot and does not rely thereon and shall not be relieved of liability under the Contract. Neither the City nor any officer or employee thereof shall be liable to the Contractor as a result of any difference or variance between conditions suggested or seemingly indicated by the specifications of the work or otherwise. It is the overriding purpose and intent of the parties that the Contractor assumes all risks in connection with performance of the work in accordance with the Contract documents regardless of any such difference or variance. The Contractor forever and irrevocably waives, relinquishes and releases any claims, rights, demands, damages, actions and causes of action in connection therewith against the City of Simi Valley and its officers and employees.

3-7.4 Additional Investigations Required

Prior to bid submittal, the bidder must perform an independent site investigation and by the bid represents that the bidder has accomplished and is satisfied as to the result of the investigation required under these Bid Terms and Conditions. In addition thereto, the bidder has investigated all other general and local conditions pertaining to the work to be performed, the site of the work and adjacent and nearby areas, including, but not limited to, those relating to transportation, the disposal, handling and storage of materials, availability of labor, water, electrical power, road and uncertainties of weather, all other physical conditions at and near the site of the work to be performed by the contractor, including the conformation and conditions of the ground, and the character of equipment and facilities needed prior to and during prosecution of the work. The bidder to whom
this Contract is awarded covenants and agrees by execution of the Contract that the Contractor neither has nor shall have any claim, demand, action, or cause of action against the City of Simi Valley, or any officer or employee thereof, on account of or in respect to any such conditions, whether or not the same are ascertained or known by the Contractor. It is the sole responsibility of the Contractor to estimate properly the difficulties to be encountered in providing necessary labor, quantities of material, and the cost of successfully performing the Contractor's work in conformity with the Contract documents. Neither the City of Simi Valley nor any officer or employee thereof shall be responsible to the Contractor, nor shall any claim, demand, action or cause of action exist or arise in favor of the Contractor, on account of any oral statement or alleged representation made by the City of Simi Valley, or any officer or employee thereof, in respect to any of the foregoing matters.

3-12 WORK SITE MAINTENANCE

3-12.2.1 Additional Air Pollution Control Requirement

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et. seq.) as amended. Violations will be reported to the appropriate authorities.

Dust control shall be maintained at all times. Visible dust with speeds up to 20 miles per hour may be cause for job site shut down. Gusts in excess of 20 miles per hour shall be cause for job site shut down.

3-12.7 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 such muffler.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed a maximum of 50 dba at a distance of 50 feet from the source. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating the 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 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.

**3-13 COMPLETION, ACCEPTANCE, AND WARRANTY**

**3-13.4 No Waiver of Legal Rights**

The City shall not be precluded or be stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

The City shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or Surety, or both, for such damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the Engineer or by the Engineer's representative nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages.

A waiver of any breach of the Contract shall not be held to be a continuing waiver or a waiver of any other or subsequent breach.

**3-13.5 Non-Complying Work**

Neither the final payment nor any provision in the Contract documents, nor partial or entire occupancy of the premises by the City, nor recordation of Notice of Completion by City shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

**SECTION 4 – CONTROL OF MATERIALS**

**4-6 TRADE NAMES**

No "approved equal" material shall be used in any of the work unless approval to use same is first obtained in writing from the City Engineer. The City reserves the right to reject any and all materials, either before or after installation that are not as specified or approved by the City Engineer in writing. In all cases where propriety articles are specified, it is the intent of these specifications to permit the use of approved equals, unless specifically prohibited. Requests for "approved equal" status for proposed
substitutions shall be submitted within fifteen (15) days after the award of the Contract. Such requests shall include substantiating data and the proposed credit to the Contract price for the use of such substitution, should it be approved.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, and Contractors Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Contractors Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than $2,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year.

5. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

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

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

Other Insurance Provisions

A. The General Liability, Automobile Liability, Contractors Pollution Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its Boards, Officers, Agents, Officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its Boards, Officers, Agents, Officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its Boards, Officers, Agents, Officials, employees, and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

B. If applicable, the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

C. If General Liability, Contractors Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of “Pollution” shall include microbial matter including mold.

Builder’s Risk (Course of Construction) Insurance

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

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

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby grants to City a waiver of subrogation which any insurer may acquire against the City, its Boards, Officers, Agents, Officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

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

Subcontractors

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

Special Risks or Circumstances

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General

If the Contractor is obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, or by fire, earthquake, or any other act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor.

6-6 SUSPENSION OF THE WORK

6-6.3 Temporary Suspension of Work

If suspension of work is ordered, Contractor shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the construction for use by public traffic during the period of such suspension. In the event that the Contractor fails to perform the work above specified, the City will perform such work and the cost thereof will be deducted from monies due or to become due the Contractor.
If the Engineer orders a suspension of all of the work or a portion of the work, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days.

If a portion of work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if such days are working days.

SECTION 7 - MEASUREMENT AND PAYMENT

7-6 FINAL PAYMENT

All measurements and payments shall be in accordance with the provisions of Section 7 of the SSPWC, "Measurement and Payment." The items of work for the project are shown in the Proposal and consist of unit price and lump sum items for payment. It is the intent of these specifications that the cost of all work shown or specified on the plans, but not specifically included in a unit price or lump sum item, shall be considered as being included in the amounts bid for the various items in the Proposal.

7-7 TERMINATION OF CITY LIABILITY

Prior to receiving final payment, the Contractor shall execute a "Release on Contract" form which shall operate as, and shall be, a release of the City, the City Council and each member of the Council and their agents, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amounts kept or retained as provided in sub-section 7-3.2 of the SSPWC "Partial and Final Payment", and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims. A payment of $1.00 will be made to the Contractor for executing this document.

7-8 AFFIDAVIT OF PAYMENT

Another requirement prior to receiving the final payment is that the Contractor shall file with the City Engineer the completed attached affidavit sworn to before a Notary Public stating that all workers and persons employed, all firms supplying materials and all subcontractors upon the project, have been paid in full, and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in such affidavit, covering disputed claims or items in connection with which Notices to Withhold have been filed under the provisions of the Code of Civil Procedure. The filing of such notarized affidavit by the Contractor is required before the City makes final payment on the Contract.
SECTION 402 - UTILITIES

402-7 SCOPE OF WORK

Work shall conform to the provisions in Section 402 of the SSPWC. Manhole covers, water valve covers and grates of existing facilities will be adjusted to grade by the respective utility companies if such facilities are not included in the Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. The Contractor shall mark the location of all existing covers by inscribing a cross in the new pavement or overlay. The cross mark shall be clear and legible after final rolling.

The Contractor shall remove extraneous material from the interior and exterior of manholes, valve boxes, storm drains, gutters or other facilities. Covers which are partially exposed shall be cleaned to the satisfaction of the Engineer.

Immediately prior to placing asphalt emulsion, the Contractor shall wrap all utility covers in a 3 mm plastic bag. The Contractor shall take care not to allow asphalt emulsion to run onto the covers. Diesel fuel application to the covers will not be allowed.

The Contractor shall contact the respective utility companies and other agencies listed below forty-eight (48) hours prior to starting any work on each road by which those companies are affected.

To make sure that all utility companies are aware of the proposed work, the Contractor shall notify the Underground Service Alert Office (South USA) by calling 1-800-422-4133 at least two working days prior to the start of any resurfacing work.

If the Contractor, while performing work pursuant to the Contract, discovers utility facilities not identified correctly or omitted in the Plans or Specifications by the City, the Contractor shall immediately notify the City and utility owner in writing.

Payment for costs incurred in protecting utility vaults, manholes, valve boxes, including the requirements pursuant to this section, shall be included in the prices bid for other items of work and no additional compensation will be allowed therefor.

UTILITY/AGENCIES TELEPHONE CONTACT LIST

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<tr>
<th>AT&amp;T</th>
<th>RANCHO SIMI RECREATION AND PARK DISTRICT</th>
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<tbody>
<tr>
<td>(805) 583-6559</td>
<td>(805) 584-4400</td>
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<tr>
<td>AT&amp;T LONG DISTANCE FIBER OPTIC</td>
<td>SIMI VALLEY UNIFIED SCHOOL DISTRICT</td>
</tr>
<tr>
<td>(704) 963-7964</td>
<td>(805) 306-4500</td>
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<tr>
<td>CALIFORNIA HIGHWAY PATROL</td>
<td>SOUTHERN CALIFORNIA GAS CO.</td>
</tr>
<tr>
<td>(805) 654-4710 (4571)</td>
<td>(818) 701-3468</td>
</tr>
<tr>
<td>CALLEGUAS MUNICIPAL WATER DISTRICT</td>
<td></td>
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<tr>
<td>(805) 526-9323</td>
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CENTURYLINK
(800) 244-1111

SPECTRUM
(805) 732-8160

CITY ENGINEER
(805) 583-6786

SPRINT NEXTEL
(949) 842-9315

CITY POLICE DEPARTMENT
(805) 583-6950

UNDERGROUND SERVICE ALERT
1-800-422-4133 OR 811

CITY SANITATION DIVISION
(805) 583-6455

UNION PACIFIC RAILROAD
(800) 336-9193

CITY TRAFFIC ENGINEER
(805) 583-6786

U.S. POST OFFICE
(805) 526-9819 OR (800) 275-8777

CITY TRANSIT DIVISION
(805) 583-6456

VENTURA COUNTY FIRE DEPARTMENT
(805) 389-9738, ext. 1

CRIMSON PIPELINE
(805) 525-6312

VENTURA COUNTY SHERIFF
(805) 494-8200

EDISON INTERNATIONAL COMPANY
(805) 494-7013

VENTURA COUNTY WATERSHED
PROTECTION DISTRICT
(805) 378-3033

EQUILON CORPORATION
(310) 816-2063

VENTURA COUNTY WATERWORKS
DISTRICT NO. 8
(805) 583-6076

GOLDEN STATE WATER COMPANY
(805) 527-9393

VERIZON
(909) 421-3312 or (909) 421-3316

MED TRANS AMBULANCE
(805) 495-4666

WASTE MANAGEMENT
(805) 522-9400 EXT. 4360
CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

SPECIAL PROVISIONS

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13

FAIN: CA-2020-221-00
## SPECIAL PROVISIONS

### TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

**SPECIFICATION NO. SV 20-13, FAIN: CA-2020-221-00**

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<td>1007</td>
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SECTION 1000

SPECIAL CONDITIONS

1000-1  STANDARD SPECIFICATIONS

As indicated in Subsection 0-1, the Standard Specifications for Public Works Construction (SSPWC), latest edition, along with the modifications thereto have been established as the Standard Specifications by the Engineering Division of the Public Works Department. These specifications will prevail as the basic Standard Specifications for this project except as otherwise specifically noted in the Special Provisions.

1000-2  INVESTIGATION OF SITE CONDITIONS

Bidders are urged to visit the work site to conduct their own investigations as to the existing conditions affecting the work to be accomplished under these specifications. If the bidder chooses not to visit the site or conduct investigations, the bidder will nevertheless be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

1000-3  AWARD OF CONTRACT

A construction contract will be awarded to the lowest responsive and responsible bidder whose proposal complies with all the requirements; however, the City reserves the right to award, or not award.

1000-4  START OF CONSTRUCTION

The necessary bonds and insurance certificates shall be submitted to the City within 10 business days of the contract award. Notice to Proceed may be issued any time after the Notice of Award. A pre-construction conference will be held prior to the start of work. The date of the Notice to Proceed constitutes the start of construction, which date will be the first chargeable working date of the contract.

1000-5  TIME OF COMPLETION

The Contractor shall complete the work including punch list items (if applicable) within the contract amount of 240 consecutive calendar days from receipt of the written Notice to Proceed. The issuance of the Notice to Proceed constitutes the Contractor's authority to enter upon the work site and begin operations.

1000-6  WORKING HOURS & WORKING DAYS

Construction working hours shall be limited to the hours between 7:00 a.m. and 4:00 p.m. Monday through Friday, unless otherwise approved by the City Engineer in writing.
Any overtime for inspection by City staff, outside of the hours Monday through Friday, and any work on Saturdays, Sundays and Holidays, shall be paid for by the Contractor, and such costs will be deducted from the progress payments to the Contractor. The Contractor shall provide at least forty-eight hour notification for all overtime work requests.

The following days are recognized as holidays by the City:

1. January 1st (New Year's Day)
2. 3rd Monday in January (Martin Luther King, Jr. Day)
3. 3rd Monday in February (President’s Day)
4. Last Monday in May (Memorial Day)
5. July 4th (Independence Day)
6. 1st Monday in September (Labor Day)
7. November 11th (Veteran’s Day)
8. 4th Thursday in November (Thanksgiving Day)
9. 4th Friday in November (Day after Thanksgiving)
10. December 24th (Christmas Eve)
11. December 25th (Christmas Day)

When any of the above listed holidays falls on Sunday, the holiday shall be observed on the following Monday. Whenever any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

1000-7 FAILED TESTS

All retesting of failed materials, field compaction tests, and standby charges for such services will be accomplished at the Contractor's expense. The cost for all retesting and standby charges will be deducted from the progress payments to the Contractor. The Contractor shall provide at least forty-eight (48) hours notification for the need of compaction and materials testing.

1000-8 RECORD DRAWINGS

Contractor shall provide, and maintain on the job site, one complete set of prints of all drawings which form a part of the contract. Immediately after each portion of the work is installed, clearly and legibly indicate all deviations from the original design shown in the drawings either by additional sketches or ink thereon. Upon completion of the job, deliver this record set to the Engineer.

1000-9 COMPETENT PERSON

Contractor shall appoint a “Competent Person,” as outlined in the 1990 OSHA regulations “Construction Standards for Excavations,” on-site for the duration of the project to identify and to take corrective action for existing and potential hazards of excavations. The Contractor shall identify, in writing, who their competent person shall be at the pre-construction conference. The Contractor’s Competent Person must attend the pre-construction conference.
1000-10  PROJECT SUPERINTENDENT

Contractor shall designate, and keep on the work site at all times during its progress, a competent superintendent who shall not be replaced without written notice to the Engineer. The superintendent will be the Contractor’s representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor’s project superintendent must attend the pre-construction conference.

1000-11  JOBSITE SAFETY

Contractor shall assume sole and complete responsibility for construction means, methods, techniques, sequences, and procedures, and for all jobsite conditions during the course of construction of the project, including safety for all persons property, including contractor’s and subcontractor’s employees and the general public. The Contractor’s responsibility for jobsite conditions and safety shall apply continuously and not be limited to normal working hours.

The City, the City Engineer, the Design Engineer, or any of their consultants shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, for any jobsite conditions.

1000-12  BASIS FOR ESTABLISHING COST OF LABOR FOR EXTRA WORK

The cost of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus payment of health and welfare, pension, vacation, apprenticeship funds, and other direct cost included in the prevailing rates applicable to the project as well as assessments or benefits required by lawful collective bargaining agreements. To the total of these labor costs, the labor surcharge set forth in the current CALTRANS Labor Surcharge and Equipment Rental Rates publication shall be applied.

1000-13  EXTRA WORK Markup

A. Work by Contractor. The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits, and all other cost not specifically provided for:

1) Labor................... 25%
2) Materials......... 15%
3) Equipment Rental .... 15%
4) Other Items.... 15%

To the sum of the cost and markups provided for in this section, 1 percent (1%) shall be added as compensation for bonding.
B. Work by Subcontractor. When a Subcontractor performs all or any part of the extra work, the markup established in 3-3.2.3(a) of the SSPWC shall be applied to the Subcontractor’s actual cost of such work. A markup of 10 percent (10%) on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent (5%) on work in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

1000-14 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed or for compliance with the requirements outlined in this Section, “Special Conditions.”

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.
SECTION 1001

SPECIAL CONSTRUCTION REQUIREMENTS
(Not a Bid Item, except Mobilization and Demobilization and Site Investigation and Dimension Verification)

1001-1 MOBILIZATION AND DEMOBILIZATION

Includes all items associated with the beginning phase and ending phase, including but not limited to: arrangement for the contract, bonds, and insurance, establishment of any subcontract arrangements, material, equipment and labor, scheduling and ordering, transportation and storing of equipment and materials to the site, establishment of field operations, including structures whether mobile or not, electricity, water, gas, etc., signage when required, permits and similar items.

1001-2 SITE INVESTIGATION AND DIMENSION VERIFICATION

The Contractor shall visit the site and perform a site investigation to collect data and verify existing field conditions and site dimensions, which shall be used to assist with the preparation and development of shop drawings. It is the Contractor's responsibility to share this data with all pertinent parties to minimize any delays, discrepancies, equipment interface and compatibility issues, etc., during the construction of the project. The Contractor shall notify and schedule with the Engineer, 24 hours in advance, of his site investigation.

1001-3 CONSTRUCTION SCHEDULE

One week prior to the Pre-Construction Conference, Contractor shall submit to the Engineer for review prior to approval and start of construction: A project Construction Schedule in accordance with the SSPWC Subsection 6-1, "Construction Schedule and Commencement of the Work." Sufficient detail shall be included for the identification of subdivisions of major components into each activity.

An updated construction schedule shall be submitted concurrently with the request for progress payments; processing of progress payments will be delayed until the schedule is received.

Any revisions to the originally approved Construction Schedule shall be approved by the Engineer, in writing, at least three working days prior to any construction.

1001-4 COORDINATION OF WORK

Contractor shall coordinate the work with all respective utility companies for any related relocations and/or construction work.
Contractor must make every effort to eliminate or minimize any impact to the operation of the Water Quality Control Plant. Vehicle access must be maintained throughout the facility.

1001-5  REMOVAL OF MATERIALS

All materials which are to be disposed of, including but not limited to, existing piping, concrete, asphalt, and other extraneous materials and debris, shall be removed immediately from the construction site. All surplus and extraneous materials and debris shall be disposed of by the Contractor at an approved landfill or disposal site at the Contractor’s expense.

1001-6  PROTECTION OF EXISTING IMPROVEMENTS

During construction of the proposed improvements, extreme care shall be exercised to protect existing public and private property improvements, such as but not limited to, concrete and block walls, hardscape, fences, walks, brick planters, curbs, valves, manholes, asphalt, irrigation lines, landscaping, garden lights, utility meters, drainage structures, posts, signs, etc., unless otherwise identified in these Special Provisions, or shown on the Plan for relocation/removal/reconstruction by the Contractor. The protection of existing improvements in place may require shoring and/or bracing depending upon the condition of the facilities. Repair and/or replacement of any facilities damaged and/or removed by the Contractor, that are to remain, shall be at the sole expense of the Contractor.

1001-7  DUST AND NOISE CONTROL

Contractor shall provide means to prevent dust, grit, excessive noise, and other waste products from becoming a nuisance in and around the working areas. The Contractor shall take all necessary steps, with the approval of the Engineer, to reduce or eliminate such nuisance. The Contractor is required to control dust during the entire contract period, including holidays and weekends, and also comply with California Air Resources Board and Ventura County Air Pollution Control District regulations.

The City reserves the right to impose liquidated damages to the Contract or if the Contractor fails to control dust in accordance with these contract specifications.

1001-8  SURVEY MONUMENT TIES ADJUSTMENTS

Contractor shall locate, protect, and preserve all existing survey monuments and ties that will be, or may be damaged or destroyed by the Contractor’s operation. All existing nails, markers, and tags within sidewalks, curbs, curb/gutters, curb ramps and streets shall be tied down by the City’s Contract Surveyor prior to such removals by the Contractor for subsequent adjustment and/or installation. Where a survey monument and/or property corner tie will be removed due to this construction, the Contractor must save the monuments, markers, and appurtenances and submit to the City Engineer. The City’s Contract Surveyor will accomplish the reinstallation of the actual monuments and/or property corners.
1001-9 MAINTENANCE OF EXISTING DRAINAGE SYSTEM

Contractor must maintain the existing drainage system within the work areas during the entire duration of the construction. This item shall include stormwater pollution and erosion control measures.

1001-10 SUBMITTALS

SSPWC Subsection 2-5.3, "Submittals," is hereby supplemented as follows:

Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer’s brochures, nominal pipe size, technical bulletins, specifications, diagrams, or product samples necessary to describe a system product or item. Submittals for system shall be bound together and include all manufactured items for the system. Six copies of each submittal shall be transmitted to the Engineer. If no change or correction is required, three copies will be returned to the Contractor.

Submittals are required for the structural steel pipes, plates, flanges, bars, bolts, HSS tubing, crossties, epoxy anchor rods, any product, or manufactured items as specified on the Plans or in the Special Provisions, or when requested by the Engineer.

Three weeks prior to the use of any specified material, the Contractor shall provide written certifications, and shop drawings of all materials to be incorporated in the work. The Contractor shall not deliver or use any such materials without prior approval in writing, of the Engineer.

1001-11 PROGRESS PAYMENTS

The Contractor or its designated representative shall sign a monthly quantity payment sheet of completed work in order to expeditiously process monthly progress payments.

In addition, all Contractor’s daily logs (record of all labor and equipment working on the job) shall be submitted to the Project Inspector prior to processing of monthly progress report.

1001-12 INSPECTION, MATERIALS AND WORKMANSHIP

All materials and workmanship shall conform to the provisions of Section 4 "Control of Materials" of the SSPWC, and these Special Provisions.

The City or its representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility to ascertain that the materials and the workmanships are in accordance with the requirements and intentions of the Specifications, the Special Provisions, and the Plans. All work done and all materials furnished shall be subject to City inspections.
The inspection of the work or material shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed. Work and materials not meeting such requirements shall be brought up to all requirements and compliance as outlined by this specification. Any unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the City or that payment therefore has been included in the progress estimate.

All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed to the Contractor for such removal, replacement, or remedial work. Contractor must reimburse City for all additional inspection and/or Engineering costs spent on such remedial work if remedial work is performed beyond the specified completion time in the contract.
SECTION 1002

MEASUREMENT AND PAYMENT
(Bid Items 1 through 23)

1002-1 DESCRIPTION

The items listed below beginning with 1002-3 and ending with 1002-6 refer to work that shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed. Beginning with 1002-7 refer to those listed in the bid schedule. They do not constitute all of the bid items for the completion of the work. Separate payment may be paid for work required by other sections of the Special Conditions.

1002-2 ESTIMATE OF QUANTITIES

A. Where listed in the bid schedule, the quantities for lump sum prices are final prices. The Contractor shall not be entitled to any adjustment in a lump sum price.

B. Where listed in the bid schedule, the quantities that are not lump sum are estimated quantities and are included solely for the purpose of comparison of bids. The City does not expressly, or by implication, agree that the actual quantities, or the nature of the materials encountered, will correspond with the estimated quantities.

1002-3 DIVISION OF BUILDING AND SAFETY REQUIREMENTS AND PERMITS

Before beginning construction, the Contractor shall secure required permits from the City of Simi Valley Division of Building and Safety. The plans and installation shall comply with the requirements of the latest adopted edition of the California Building, Mechanical, Electrical, and Energy Codes, and all local Ordinances, laws, and Regulations.

The Contractor shall arrange for necessary inspections and provide evidence of inspection approvals to Engineer.

The City of Simi Valley will waive the cost of all permit applications; however it is the contractors’ responsibility to provide all paperwork and documents as required for the permit application process.

1002-4 AS-BUILT DRAWINGS

The Contractor shall, within thirty (30) days after completion of construction, provide the City with two (2) sets of marked-up prints showing clearly and neatly in red ink all changes, corrections, and additions made during the construction period. Such features shall be recorded and kept up to date on a complete as-built record set of drawings.
which shall be corrected daily and show every change from the contract drawings and specifications and the exact as-built location, size, and kind of every valve, fixture, wire conduit, etc.

1002-5 OCCUPANCY AND USE OF EXISTING FACILITIES

Personnel will be operating and using the Transit facility areas during the scheduled construction period. The Contractor shall plan and coordinate work activities in order to provide all necessary controls for the abatement of dust, noise, and inconvenience to Transit personnel during all phases of the work. Work areas shall be thoroughly cleaned at the end of each workday to allow operation of City personnel. It will be necessary to schedule and sequence the work to ensure that specific areas are functional based on operational needs.

1002-6 SCHEDULING OF WORK

Wherever specifications or drawings call for advance notification, Contractor shall include that notification in the project work schedule as a separate line item in the time slot appropriate to ensure proper coordination of the construction activities with the Engineer.

Perform on site work in conformance with the City approved work schedule. Construction shall not disrupt the operation of essential equipment except during time periods established and approved by the Plant Operational Supervisor. Notify the City's Engineering Staff, and the Deputy Public Works Director/Transit in writing at least 5 calendar days in advance of necessary interruptions of Transit operations and the shut-off of utility services. The utility service (electrical) may only be shut off for less than one working day. Utility interruptions shall occur during regular Transit working hours (7:30 a.m. to 4:30 p.m., Monday through Friday).

1002-7 MEASUREMENT AND PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (Bid Item No. 1)

The measure and payment for Contractor’s mobilization of equipment onsite shall be made at one-half the contract lump sum bid price at the time of first pay estimate request. The measure and payment for demobilization shall be made at one-half the contract lump sum bid price at the time of final pay estimate request.

1002-8 MEASUREMENT AND PAYMENT FOR SITE INVESTIGATION AND DIMENSION VERIFICATION (Bid Item No. 2)

The measure and payment for site investigation and dimension verification shall be made at the lump sum bid price as shown in the Bid Schedule after the Contractor has performed the site investigation and submitted drawings verifying the measured dimensions.
1002-9 MEASUREMENT AND PAYMENT FOR DECOMMISSIONING AND REMOVAL: (Bid Item No. 3)

The measurement and payment for the decommissioning and removal of the gas dryer, (1) CNG compressor skid, motor controls, main switch board, and other items described in the contract documents will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, compete demolition and disposal of the existing equipment, electrical conduits, piping, supports, etc., and all appurtenant work as described in the contract drawings and specifications.

1002-10 MEASUREMENT AND PAYMENT FOR SUCTION-SIDE GAS DRYER: (Bid Item No. 4)

The measurement and payment for the suction-side gas dryer with desiccant tower and on-board regeneration will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-11 MEASUREMENT AND PAYMENT FOR CNG COMPRESSOR AND MOTOR, SKID MOUNTED: (Bid Item No. 5)

The measurement and payment for the CNG compressor and motor, skid mounted will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-12 MEASUREMENT AND PAYMENT FOR MOTOR STARTER SYSTEM: (Bid Item No. 6)

The measurement and payment for the Motor Starter System for diving the new and existing compressor skids and accessory loads will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.
1002-13 MEASUREMENT AND PAYMENT FOR PLC CONTROLLER SYSTEM: (Bid Item No. 7)

The measurement and payment for the PLC controller for control of the compressor system and lead-lag start and stop control of the new and existing compressor skids will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, programming, design, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-14 MEASUREMENT AND PAYMENT FOR (3) BASE CNG STORAGE VESSELS AND APPURTENANCES: (Bid Item No. 8)

The measurement and payment for three (3) base CNG storage vessels and appurtenances, each with a minimum of 11,500 scf of CNG at 4,500 psig and MAWP of 5,500 psig will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-15 MEASUREMENT AND PAYMENT FOR PRIORITY VALVE PANEL: (Bid Item No. 9)

The measurement and payment for the priority valve panel for fast-fill and time-fill, in a NEMA 3R enclosure will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-16 MEASUREMENT AND PAYMENT FOR FAST-FILL DISPENSER: (Bid Item No. 10)

The measurement and payment for the 2-hose fast-fill dispenser with 3-bank sequencing and temperature compensation will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.
1002-17  **MEASUREMENT AND PAYMENT FOR FUEL MANAGEMENT TERMINAL:**
(Bid Item No. 11)

The measurement and payment for the fuel management terminal will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-18  **MEASUREMENT AND PAYMENT FOR REPLACEMENT MAIN SWITCH BOARD:** (Bid Item No. 12)

The measurement and payment for the replacement main switch board and service entrance with new primary wires, including reconnecting new and existing loads required will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-19  **MEASUREMENT AND PAYMENT FOR LOAD BANK:** (Bid Item No. 13)

The measurement and payment for the load bank for automatic exercising and loading of the existing generator will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, programming, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-20  **MEASUREMENT AND PAYMENT FOR SURVEILLANCE CAMERA:**
(Bid Item No. 14)

The measurement and payment for the surveillance camera system with Division-2 classified-area rating and IP connectivity will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, programming, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.
1002-21 MEASUREMENT AND PAYMENT FOR CHAIN LINK FENCE AND GATES: (Bid Item No. 15)

The measurement and payment for the chain link fencing and lockable gates as shown on the plans will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, and all appurtenant work, as described in the contract drawings and specifications.

1002-22 MEASUREMENT AND PAYMENT FOR LOW-VOLTAGE AND IP COMMUNICATIONS: (Bid Item No. 16)

The measurement and payment for the associated low-voltage and IP communication connections to the City’s network for the fuel management terminal and site monitoring console will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, programming, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-23 MEASUREMENT AND PAYMENT FOR PIPING, TUBING, AND ELECTRICAL: (Bid Item No. 17)

The measurement and payment for the piping, tubing, and electrical conduits and wire as shown on the plans will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, testing and all appurtenant work, as described in the contract drawings and specifications.

1002-24 MEASUREMENT AND PAYMENT FOR TEE AND VALVE FOR FUTURE CONNECTION: (Bid Item No. 18)

The measurement and payment for the piping tee and capped ball valve at the gas-supply for future connection of remote RNG gas supply as shown on the plans will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, mechanical, and civil work, supports, submittals, testing and all appurtenant work, as described in the contract drawings and specifications.
1002-25 MEASUREMENT AND PAYMENT FOR TWO (2) WIND DRIVEN VENTILATORS: (Bid Item No. 19)

The measurement and payment for two wind-driven ventilators to be installed on the existing canopy roof will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, mechanical, and civil work, supports, submittals, testing and all appurtenant work, as described in the contract drawings and specifications.

1002-26 MEASUREMENT AND PAYMENT FOR ASSOCIATED WORK TO PROVIDE A COMPLETE, SAFE, CODE COMPLIANT, AND FUNCTIONAL CNG SYSTEM: (Bid Item No. 20)

The measurement and payment for the associated pads, trenching, conduits, wires, mechanical connections, electrical/electronic connections, piping, tubing, valves, patches, supports, and appurtenances as indicated on the drawings, and as otherwise required to provide a complete, safe, code compliant, and functional CNG-system upgrade will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, programming, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-27 MEASUREMENT AND PAYMENT FOR UPGRADES TO LIGHTING, AS SHOWN ON LIGHTING PLAN AND RELATED DRAWINGS, INCLUDING FIXTURES: (Bid Item No. 21)

The measurement and payment for upgrades at the CNG Equipment Canopy and adjacent Bus Parking Areas, as shown on lighting plan and related drawings. Including upgrading existing fixtures and installing new fixtures, as shown, will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-28 TERMINATION OF LIABILITY: (Bid Item No. 22)

Prior to receiving final payment, the Contractor shall execute a “Release on Contract” for (included in Appendix “A” of these Specifications) which shall operate as, and shall be a release to the City, the City Council, and each member of the City Council and
their agents, from all claims and liability to the Contractor for anything done of furnished for, or relating to, the work or any act of neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amounts kept or retained as provided in the SSPWC Subsection 9-3 “Payment,” and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims. A payment of $1.00 will be made to the Contractor executing this document.

1002-29 MEASUREMENT AND PAYMENT FOR ADDITIONAL CNG STORAGE VESSELS: (Bid Item No. 23, 24, 25)

The measurement and payment for one (1), two (2), or three (3) additional CNG storage vessels, to match base CNG storage vessels and appurtenances, with a minimum of 11,500 scf of CNG at 4,500 psig and MAWP of 5,500 psig will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.
SECTION 1003

PROJECT MEETINGS

1003-1 SUMMARY

This section describes the meetings which shall occur during the contract term.

1003-2 SUBMITTALS

The following shall be submitted in accordance with Section 1004, "Submittal Procedures," in sufficient detail to show full compliance with the Contract Documents:

Within 7 days of contract award, a Project Meeting Schedule shall be submitted summarizing the dates and times of all regularly occurring project meetings.

1003-3 PRECONSTRUCTION CONFERENCE

A. Before any Work at the Site is started, a conference attended by the City, Contractor, Subcontractors, Engineer, and others as appropriate shall be held to establish a working understanding among the parties as to the Work and to discuss the project schedules, procedures for handling contractor submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference, City and Contractor shall each designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall be available 24 hours per day, have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

1003-4 WEEKLY PROGRESS MEETINGS

The Contractor shall attend weekly progress meetings at the Transit Facility coordinated by the Contractor. Subcontractor representatives shall attend if determined beneficial by Contractor or the City. This meeting shall address the progress schedule, potential factors of delay, deficiencies, material delivery schedules, and submittals.
SECTION 1004

FEDERAL REQUIREMENTS

1004-1 GENERAL

A. The work under this Contract will be financed with Federal Funds, and therefore, all statutes, rules and regulations promulgated by the Federal Government, including, but not limited to disadvantaged business enterprise participation, prevailing wage requirements, and Buy America will apply to this project. The Contractor, its agent, and employees shall comply with the applicable provisions of the Labor Code and Federal and State Labor laws, including Subsection 7-2.2.1, "Labor Laws," of the Standard Specifications.

B. Bidders are advised the current Federal wage determination are posted at this website: http://www.dot.ca.gov/hq/esc/oe/federal-wages/ca25.pdf. The wage rates posted at this site ten (10) days prior to the bid opening date shall be used for the project.
SECTION 1005

SUBMITTAL PROCEDURES

1005-1 SUMMARY

This Section supplements Section 3-8 of SSPWC, which describes requirements and procedures for contractor submittals.

1005-2 SUBMITTAL REQUIREMENTS

Before submitting a Shop Drawing or Sample, Contractor shall have:

A. Reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

B. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

C. Determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

D. Determined and verified all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor’s obligations under the Contract Documents with respect to Contractor’s review of that submittal, and that Contractor approves the submittal.

With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

1005-3 SUBMITTAL PROCEDURES

Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
A. Shop Drawings:

Contractor shall submit shop drawings electronically. Alternatively, Contractor may submit 6 hard copies. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information.

B. Samples:

Contractor shall submit one of each Sample required in the Specifications. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require.

Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer’s review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Other Submittals:

Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. Schedule of Submittals

Within 5 days of notice to proceed, the Contractor shall provide, for approval by the Engineer, the following Schedule of Submittals:

A. A tabular submittal log of shop drawings and technical submittals required by the Contract Documents. The submittal log shall indicate the specification or drawing reference, the material, item, or process for which the submittal is required; and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.

B. Copies of the submittal log shall be re-submitted monthly, annotated by the Contractor with actual submission and approval dates. When all items on a schedule have been fully approved, no further re-submittal of the schedule will be required.
1005-4  CITY REVIEW OF SUBMITTALS

1005-4.1  ENGINEER’S REVIEW

A. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer’s review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

B. Engineer’s review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

C. Engineer’s review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

D. Engineer’s review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in writing.

E. Engineer’s review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with all requirements of the Contract Documents.

F. Engineer’s review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

G. Neither Engineer’s receipt, review, acceptance, or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

H. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples.

1005-4.2  REVIEW NOTATIONS

The Engineer will review submittals and provide comments within ten (10) working days after date of submission. Submittals will be returned to the Contractor with one or more of the following notations:
A. Submittals marked "No Exceptions Taken" authorizes the Contractor to proceed with the subject work.

B. Submittals marked "Make Corrections Noted" authorizes the Contractor to proceed with the work covered provided it takes no exception to the noted corrections. If the Contractor wishes to deviate from the noted corrections in any way, a resubmittal is required prior to proceeding with the subject work.

C. Submittals marked "Revise and Resubmit" require the Contractor to make the necessary corrections and revisions and then re-submit the complete submittal for approval in the case of an original submittal, prior to proceeding with any of the work depicted by the submittal.

D. Submittals marked "Rejected-Resubmit" indicate noncompliance with the contract requirements and shall be re-submitted with appropriate changes. No work requiring a submittal shall be accomplished until the submittals are approved or approved as noted.

1005-5  RESUBMITTAL PROCEDURES

A. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

B. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for the costs associated for such reviews.

C. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for the costs associated with such reviews.

1005-6  MEASUREMENT AND PAYMENT

No separate payment will be made for work performed for compliance with the requirements in this Section, “Submittal Procedures.”

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.
SECTION 1006

TEMPORARY FACILITIES AND CONTROLS

1006-1 SUMMARY

Requirements of this Section apply to, and are a component of, each section of the specifications.

1006-2 TEMPORARY UTILITIES

Contractor shall provide temporary utilities required for construction. Materials may be new or used, shall be adequate for the required usage, shall not create unsafe conditions, and shall not violate applicable codes and standards.

1006-2.1 Electricity

The Contractor shall provide a generator to supply electricity.

1006-2.2 Water

Contractor shall make connections to existing facilities to provide water for construction purposes. The City will furnish water used.

1006-2.3 Telephone Service

The Contractor shall provide any cellular telephone service.

1006-2.4 Sanitary Facilities

Contractor shall provide temporary sanitary facilities and shall service, clean, and maintain these facilities and enclosures. Temporary facilities shall be removed from the site at the completion of the work.

1006-2.5 Fire Protection

Debris and flammable materials shall be removed daily to minimize potential hazards.

1006-3 TEMPORARY STRUCTURES

Contractor-owned or leased trailers shall be located in areas designated by Engineer.
1006-4 PROTECTION OF EXISTING SYSTEMS

1006-4.1 Utility

Connection to existing utilities, identified on the drawings to the Contractor, shall be protected from damage during construction activity.

1006-4.2 Safety

Contractor shall protect the integrity of any installed safety systems or personnel safety devices.

If entrance into systems serving safety devices is required, the Contractor shall obtain prior approval from the Engineer. If it is temporarily necessary to remove or disable personnel safety devices in order to accomplish contract requirements, the Contractor shall provide alternative means of protection prior to removing or disabling any permanently installed safety devices or equipment and shall obtain prior approval from the Engineer.

1006-5 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed for compliance with the requirements in this Section, “Temporary Facilities and Controls.”

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.
SECTION 1007

CLOSEOUT SUBMITTALS

1007-1 SUMMARY

The requirements of this Section apply to, and are a component part of, each section of the specifications.

1007-2 SUBMITTALS

The following shall be submitted in accordance with Section 01330, "Submittals," in sufficient detail to show full compliance with the specification:

SD-01 Pre-construction Submittals

The following shall be submitted in accordance with paragraph entitled, "General," of this section.

Reproducible Drawings
CAD System Drawings

SD-02 Shop Drawings

As-Built Drawings shall be submitted in accordance with paragraph entitled, "General," of this section.

SD-03 Product Data

Spare Parts Data shall be in accordance with paragraph entitled, "General," of this section.

SD-07 Certificates

Work Plan shall be submitted in accordance with paragraph entitled, "General," of this section.

SD-08 Manufacturer's Instructions

The following shall be submitted in accordance with paragraph entitled, "General," of this section.

Posted Instructions

SD-10 Operation and Maintenance Data

Operation and Maintenance Manuals shall be submitted in accordance with paragraph entitled, "Operation and Maintenance," of this section.
Reproducible Drawings and CAD System Drawings shall be submitted as follows:

One reproducible copy of each drawing, product data record, or CAD system CD ROM showing each drawing, product data record, or log shall be submitted for historical record.

Final drawings shall incorporate contract changes and plan deviations. Lines, letters, and details will be sharp, clear, and legible. Additions or corrections to the drawings will be drawn to the scale of the original drawing. One copy, marked with review notations by the Engineer, will be returned to the Contractor. Drawings are to be resubmitted within thirty (30) calendar days after the completion of the representative work effort.

Documents shall be current. Contractor shall not conceal record information until as-built drawings have been made. Record drawings shall be submitted with a transmittal letter containing date, project title, Contractor's name and address, document list, and Contractor's signature.

As-Built Drawings shall be submitted under the following criteria:

In order to minimize the time for final payment at the completion of the project, the Contractor shall update the as-built drawings every month with the Engineer. This update will be a part of “the monthly request for payment meeting,” and payment or a portion of the payment, including final payment may be withheld until the as-built drawings have been updated, and accepted by the Engineer.

After completion of all construction and before final payment is made under this contract, the Contractor shall provide the City with one complete set of contract drawings in sepia marked-up reproducible blackline, and one full size reproduction, on paper, of marked-up sepias. (Engineer will provide original contract sepias for this purpose.)

The Contractor shall supply six (6) copies of operation and maintenance manuals. The Engineer shall review the manuals for discrepancies and missing information.

No separate payment will be made for work performed for compliance with the requirements in this Section, “Closeout Submittals.”

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.
SECTION 1008

DEMOLITION

1008-1 SUMMARY

The requirements of this Section apply to, and are part of, each section of the specifications.

1008-2 SUBMITTALS

The following shall be submitted in accordance with Section 1004, "Submittal Procedures," in sufficient detail to show full compliance with the specification:

Demolition Plan

1008-3 DEMOLITION PLAN

Contractor shall prepare and submit a detailed Demolition Plan of the work procedures and safety precautions to be used in the identification, demolition, handling, removal, transportation, and reclamation or disposal of removed materials. Contractor shall meet with the Engineer, prior to beginning work, to discuss in detail the demolition plan. No demolition work shall start until demolition plan and schedule is approved by the Engineer.

1008-4 EXISTING CONDITIONS

Existing Conditions shall be recorded in the presence of the Engineer or Inspector showing the condition of structures and other facilities adjacent to areas of alteration or removal. Such record shall contain the elevation of the top of foundation walls, the location and extent of cracks and other damage and description of surface conditions that exist prior to the start of work. Copies of the record shall be submitted and the stated conditions before starting work shall be verified.

1008-5 PRECAUTION AGAINST MOVEMENT

Contractor shall provide shoring and bracing or other supports to prevent movement, settlement, or collapse of facilities that are to remain which are adjacent to areas of alteration and removal.

1008-6 DEMOLITION AND REMOVAL WORK

1008-6.1 Demolition

Prior to any demolition, the Contractor shall review the demolition plan with the City and the Engineer. Upon receipt of written notice to proceed, the Contractor shall proceed with the demolition. Any modifications to the demolition plan, demolition must stop, and the modifications shall be reviewed with the City and the Engineer.
The Contractor shall perform the demolition in a safe and organized method using current safety standards and precaution.

1008-6.2 Protective Measures

Existing construction shall not be disturbed beyond the extent indicated or necessary for installation of new work. Temporary shoring and bracing shall be provided for support of building components to prevent settlement or other movement.

Protective measures shall be provided to control accumulation and migration of dust and dirt in all areas of work. Dust, dirt, and debris shall be removed from the areas of work daily.

1008-6.3 Salvageable Materials and Equipment

The materials and equipment to be salvaged are shown on the drawings or listed below. The balance of the equipment shall not be salvaged and shall become the Contractor's property and shall be removed from the site as it accumulates.

Salvageable materials and equipment shall be removed in a manner that will cause the least possible damage. Contractor personnel shall handle, store, and protect removed items that are to be reused in the work or are to be retained by the City.

1008-6.4 Site Work

Unless otherwise noted, all materials to be removed shall be disposed of off-site at an approved landfill site. All costs for removal and disposal shall be at the Contractor's expense.

1008-7 DISPOSAL OF REMOVED MATERIALS

1008-7.1 General

Debris, rubbish, scrap, and other non-salvageable materials resulting from removal operations shall be disposed of in accordance with all applicable federal, state and local regulations as contractually specified off the project center. Removed materials shall not be stored on the project site.

1008-7.2 Burning on City Property

Burning of materials removed from demolished structures will not be permitted on City property.
1008-7.3 **Removal to Spoil Areas on City Property**

Noncombustible materials removed from demolished structures shall be transported to designated spoil areas on City property.

1008-7.4 **Removal from City Property**

Waste materials removed from demolished structures, except waste soil, shall be transported from City property and legally disposed of. Waste soil shall be disposed of as directed.

1008-8 **REUSE OF SALVAGED ITEMS**

Salvaged materials and equipment designated for reuse shall be reconditioned as specified before installation. Items damaged during removal and salvage operations shall be repaired or replaced as necessary to restore them to usable condition.

1008-9 **MEASUREMENT AND PAYMENT**

No separate payment will be made for work performed for compliance with the requirements in this Section, “Demolition.”

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.
LIST OF APPENDICES

APPENDIX A

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APPENDIX B

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FTA Requirements and Forms ......................................................... Page 147
APPENDIX A

Release on Contract
and
Contractor's Affidavit of Payment
RELEASE ON CONTRACT

PROJECT NAME: TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281
SPECIFICATION NO.: SV 20-13, FAIN: CA-2020-221-00

WHEREAS, by the terms of the Contract dated ________________, entered into by the City of Simi Valley and the undersigned, the Contractor agreed to perform certain work for the compensation specified in said Contract; and

WHEREAS, the Contractor represents that said work is fully completed and that final payment is due to the Contractor under terms of said Contract,

NOW, THEREFORE, in consideration of the promises and the payment by the City of Simi Valley to the Contractor of the amount due under the Contract, to wit, the sum of __________ Dollars ($____), and the additional consideration of One Dollar ($1.00), receipt of which is hereby acknowledged by the Contractor, the Contractor hereby releases and forever discharges the City of Simi Valley of and from all manner of debts, dues, demands, sum or sums of money, accounts, claims, and causes of action, in law and in equity, under or by virtue of said Contract, except as follows (if none, leave blank):

__________________________________________________________
__________________________________________________________

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this ______ day of ________________, 2020.

This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189 and 1190).

Contractor

By ______________________________

Title ______________________________

By ______________________________

Title ______________________________

BPCONSTR (Rev. 1/30/19) 139

SV-TRAN2013.SPC 09/01/2020
CONTRACTOR’S AFFIDAVIT OF PAYMENT

PROJECT NAME: TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281
SPECIFICATION NO.: SV 20-13, FAIN: CA-2020-221-00
DATE: ____________________

The undersigned hereby certifies that all workers, and persons employed, all firms supplying materials, and all subcontractors working on the above named project have been paid in full, and there are no bills, invoices, or obligations outstanding against the project for either labor, materials, or equipment furnished except for the following disputed claims for which Notices to Withhold have been filed under the provisions of the Code of Civil Procedure: (If none, leave blank) 

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this ______ day of ________________, 20__. 

This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189 and 1190).

Contractor Name:

By: ____________________
Signature of Authorized Representative

Title: ____________________

By: ____________________
Signature of Authorized Representative

Title: ____________________
APPENDIX B

Encroachment Permit
and
Temporary Use Permit Forms/Requirements
What is the purpose of the Temporary Use Permit?

Outdoor sales and events have an impact on the character, quality, and economic health of our City. As a prominent part of the scenery, they may attract the viewing public and affect the safety of vehicular and pedestrian traffic. The Temporary Use Permit (TUP) accomplishes a balance between advertising needs, the freedom of expression, and the necessity of regulatory constraints. The following information provides answers to several key questions regarding the type and duration of the event or activity regulated by Simi Valley Municipal Code Section 9-52.080:

What are the types of Temporary Use Permits?

- **Sales** (sidewalk, parking lot, truckload, tents)
- **Public Assembly** (music, festival, fundraiser)
- **Construction** (temporary trailers, containers, model homes, temporary activities, testing)
- **Mobile Food Vendors** (Type 1-3)
- **Agricultural Produce Stands**

Are any activities exempt?

Garage sales (not more frequently than one, three-day event in each 180-day period); Nonprofit fundraising activities (car washes); holiday decorations; and survey-taking activities.

How long can a Mobile Food Vendor or Produce Stand be in operation?

One year at a time; commercial/industrial location. All equipment, tables, etc. must be removed during non-business hours.

Is Parking Required?

One off-street parking space per 100 square feet of property used if not in a shopping center or no reciprocal parking is available (except for model home complexes).

Where can a sales or displays, promotional commercial activities, or holiday seasonal sales be located?

A TUP may only be issued for activities allowed in the underlying zoning district.

The activity shall not be located in required on-site parking spaces.

No public right-of-way may be used without obtaining additional approvals.

The area shall not extend laterally beyond the store or building frontage or block the business or any other entrance. Display racks, rounders, tables, and similar displays shall be situated so that the merchandise will not infringe on a minimum four-foot wide aisle which shall be maintained unobstructed for pedestrians traversing the area between the merchandise and the entrance, and the street, parking lot, or driveway curb. The height of the merchandise displays shall not exceed six feet above grade, except for trees.
**How often can a Sales event occur?**

Three limited sales or displays (3 days maximum) for each business are allowed in any one-calendar quarter; or

One extensive promotional commercial activity (16 days maximum) and two limited sales or displays (3 days maximum) are allowed for each business in any one-calendar quarter. Alternatively, up to four extensive promotional commercial activities (16 days maximum, e.g., holiday seasonal sales) may occur in any one-calendar quarter, provided, no more than a total of four extensive promotional commercial activities occur in one calendar year for each business.

Alternatively, up to four extensive promotional commercial activities (16 days maximum, e.g., holiday seasonal sales) may occur in any one-calendar quarter, provided, no more than a total of four extensive promotional commercial activities occur in one calendar year for each business.

**Can I have a holiday event?**

Yes. Holiday seasonal sales or displays (e.g., Christmas trees or pumpkins) shall not commence more than 32 days before the legal holiday date or celebration date, if not a legal holiday. The sales may be limited sidewalk sales and/or a single extensive promotional commercial activity or extensive promotional commercial activities subject to the event frequency requirements.

**How do we assure the area is cleaned up?**

A bond or cash deposit of $1,000 shall be deposited with the City for operations that occur on vacant or undeveloped sites, to ensure clean-up. Activities located in a fully developed retail shopping center shall be exempt from this requirement.

**Other requirements?**

**Model Home Complex requirements:** Off-street parking shall be provided at the same ratio as required for offices (1 space per 250 square feet). In addition, one parking space for each sales person (employee) shall be provided. Screening by fencing, landscaping, walls, or other methods shall be provided, subject to the approval of the Director. Building permits are required.

**Sanitary facilities:** Sanitary facilities, either portable or permanent, shall be made available to all employees, attendants, and participants of the activity during its operational hours, as approved by the Director.

**Submittal Requirements:**

- Application
- Site plan outlining the location of the activity, all walkways, roadways, and parking areas
- Size, text, color, materials, and location of any signage
- Written property owner permission with contact phone number for verification

**Additional Submittals for Mobile Food Vendors (min. 24 hr. review required):**

- Picture of cart/vehicle; Maximum one sign on vehicle (max. 12 sq. ft.)
- Maximum one 12 square foot sign on the vehicle
- Site plan showing location of cart/vehicle and any tables/chairs (max. 400 sq. ft.)
- Evidence of a County Health Permit Type 1-3
- Evidence of a Business Tax Certificate
- Verification of an existing PD or CUP on the site

Note: Other permits such as a Business Tax Certificate, Special Event Permit, Building Permit, or Health Permit may be required.

*Department of Environmental Services*
*Planning Division*
*(805) 583-6769*
*www.simivalley.org*
CITY OF SIMI VALLEY
TEMPORARY USE PERMIT APPLICATION

Applicant’s Name:__________________________________________

Applicant’s Phone Number:____________________________________

Business Name:_____________________________________________

Business Phone Number:_______________________________________

Business/Event Location:_______________________________________

Type of Event:

<table>
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<th>Sidewalk Sale</th>
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<td>Live Music</td>
<td>Food Booths</td>
<td>Retail Vendors</td>
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<td>Truckload Sale</td>
<td>Construction Trailer</td>
<td>Model Complex</td>
<td>Cargo Container</td>
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<tr>
<td>Caretaker Group Assembly</td>
<td>Group Assembly</td>
<td>Comm. Testing</td>
<td>Produce Stand</td>
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<tr>
<td>Mobile Food Vending</td>
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</table>

Number and Duration:

Limited (3 day) Qty:_________  Extensive (16 day) Qty:_______

Dates:_________________________  Dates:___________________________

Dates:_________________________  Dates:___________________________

Dates:_________________________  Dates:___________________________

Dates:_________________________  Dates:___________________________

Type of Merchandise:__________________________________________

Additional Notes:____________________________________________

I________________________________________, Property Owner of the subject site, agree to allow the proposed event or vendor as outlined in the application and plans attached hereto.

Signed:________________________________________

Dated:________________________________________

Phone Number:

____________________________

Department of Environmental Services
Planning Division
(805) 583-6769
www.simivalley.org
Updated May 2012
This is issued in accordance with and subject to California Vehicle Code, Section 35780, 35782 and Division 12 of the California Vehicle Code, and Title 7, Chapter 1, of the Simi Valley Municipal Code. Please allow up to 5 full working days for permit to be processed.

This Section to be Completed By Permittee

<table>
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<tr>
<th>Permittee</th>
<th>Contractor</th>
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<tbody>
<tr>
<td>Address</td>
<td>Address</td>
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<td>Phone</td>
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The undersigned hereby requests permission to encroach on the following public street, alley, easement or other public place at the described location. (This application is valid 60 days from the date of receipt by Public Works Dept.)

Roads and/or public places to be used (enclose 2 sets of plans)

Purpose

Drawing No’s if applicable

Excavation (length) (width)

In consideration for issuance of this permit, permittee agrees to defend, indemnify, and hold harmless the City and its districts, its officials, officers, employees, representatives, and agents from and against all claims, lawsuits, liabilities, or damages arising out of or in connection with, or relating in any manner to any act or omission of permittee, its agents, employees, and sub contractors of any tier, and employees thereof in connection with the performance or nonperformance of work authorized by this Encroachment Permit. The permittee shall thoroughly investigate any and all claims and indemnify the City and its districts and do whatever is necessary to protect the City and its districts, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages. This agreement is intended to be part of the original contract of insurance.

The City of Simi Valley shall be included as an Additional Insured in the automobile/liability insurance policies and endorsements of the permittee. Failure to perform will establish a prima facie case for breach of contract.

Signature of Permittee

Date

This Permit or a Copy Must Be on Job Site at All Times

This Section to be Completed by Public Works

Conditions: (1) This permit is issued subject to stipulations printed on the back of this form and any other special provisions attached hereto. See attached sheet(s) no. _______ ; (2) This permit is issued subject to inspection 72 hours before construction is started; (3) Working Hours: Monday through Friday 7:00 a.m. to 3:30 p.m. 9:00 a.m. to 3:00 p.m. Other ________ to ________.

Estimated completion time in calendar days

Beginning

Ending

Special Provisions:

Permission is hereby granted to perform the activities described above subject to the City of Simi Valley statutes, ordinances and conditions described above. Special provisions hereon and attached hereto are made part hereof by reference.

By ___________________________ Date ___________________________

Permit Engineer

Preinspection Notes:

By ___________________________ Date ___________________________

Permit Engineer

Guarantees/Deposits

<table>
<thead>
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<th>Description</th>
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<th>Amount</th>
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Certificate of Completion:

Unless noted below, work has been completed according to all applicable plans and specifications. Surety Bonds/Trust deposit may therefore be released.

By ___________________________ Date ___________________________

Inspector
STANDARD SPECIFICATIONS AS PART OF THE ENCROACHMENT PERMIT

In addition to strict compliance with Division 12 of the California Vehicle Code, Title 7, Chapter 1 and Title 6, Chapter 12 of the Simi Valley Municipal Code, applicable sections of Standard Specifications for Public Works Construction including revisions, and to the plans and specifications referred to in the Permit.

The following defines the Contractor’s responsibility with regards to convenience of public traffic in connection with his operations on existing maintained City roads.

1. The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than he or she can execute properly with due regard to the rights of the public.

2. Unless otherwise provided in the special provisions of the Encroachment Permit, all public traffic shall be permitted to pass through existing maintained City streets with as little inconvenience and delays as possible. No City street may be closed to public traffic without the written approval of the City Council.

3. When a Permittee blocks or allows the blocking of one or more lanes of traffic in violation of a permit condition, the Permittee, in addition to any other remedy provided by law, shall be civilly liable to the City of Simi Valley pursuant to Government Code Sections 36900(a) and 36901 in the amount of one thousand dollars ($1,000) per occurrence. (S.V. Ordinance 7-1.416)

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

5. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to the use of abutting properties. The Contractor shall notify all occupants in the immediate area directly affected by his work 48 hours before commencing the work.

6. No fewer than two (2) ten-foot lanes shall be provided for public traffic at all times, except during daylight working hours when competent flagmen are on duty, and additional lane closures have been approved by the City.

7. Contractor shall protect the work by adequate installation of traffic control devices such as signs, barricades, delineators, warning lights and flashing arrow signs. As a minimum, traffic control shall be in conformance with the latest edition of “Work Area Traffic Control Handbook” published by Building News, Inc., Los Angeles, California.

8. Water or dust palliative shall be applied, if ordered, for the alleviation or prevention of dust nuisance.

9. All pipes and services from pipelines shall have a minimum of 24” cover below gutter grade of road.

10. **No concrete shall be cut without prior approval of the City Engineer, or his or her representative.**

11. All traffic plates are to be recessed flush with existing surface.

12. Shoring shall be provided for all trenches in accordance with the provisions of Article 6, of the Construction Safety Orders, of the Administration Code (Title 8), of the State of California.

13. No poles shall be placed in any traffic island, median or walk, unless shown on City approved plans.

14. In the event of a suspension of work, all traveled ways shall be adequately maintained by the contractor as directed by the Engineer.

15. **Structural Backfill:**
   A. Structural backfill within the road right-of-way in original ground shall be with materials of a quality as good or better than the original material before excavation and shall be compacted to a minimum of 90% relative compaction except as specified on Section 306-1.3.4 of SS PWC, with the approval of the City Engineer.
   B. Structural backfill material shall be in accordance with SS PWC 300-3.5.

16. **Safety Provisions:** The Contractor shall conform to the rules and regulations pertaining to safety regulations established by the California Division of Industrial Safety.

17. Protection of Utilities: Utility structures, conduits, pipes, cables under or above ground, sewer lines and any other facilities or other improvements within the public right of way shall be protected from injury or damage. If such objects are damaged by reason of the Contractor’s operation, they shall be replaced or restored at the Contractor’s expense to a condition as good as when the Contractor entered upon the work. PERMITTEE SHALL NOTIFY UNDERGROUND SERVICE ALERT 48 HOURS PRIOR TO START OF EXCAVATION (1-800-422-4133).

18. Costs for inspection shall be borne by the Permittee.

19. Modification of the above requirements and/or additional requirements may be made in the field by the City of Simi Valley Public Works Director, or his or her designated representative.

20. If a time extension is needed, the Permittee shall request the time extension prior to the expiration of this permit.

21. **IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REQUEST A FINAL INSPECTION FOR THIS PERMIT.** Trust fund deposits will be released in accordance with City of Simi Valley Municipal Code Sec. No 7-1.227 upon final inspection and certificate of completion being signed by the Public Works Inspector.

(REV 6-19)
APPENDIX C

FTA Requirements and Forms
REQUIRED FTA THIRD-PARTY CONTRACT CLAUSES

This project may be financed by funds from the Federal Transit Administration (FTA). Accordingly, the following third-party contract clauses are applicable to all contracts. Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

By signing and including the Proposal Submission form with proposal, PROPOSER certifies that they have read, understand and will comply with the Federal contract requirements identified below.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that the City of Simi Valleys and sub-contractor of the City of Simi Valley's Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating or planning funds. A bidder or offeror shall submit appropriate Buy America certification to the City of Simi Valley with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy
of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City of Simi Valley (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Seismic Safety

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the The City of Simi Valley and understands and agrees that the the City of Simi Valley shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Lobbying

**Access to Records and Reports**

The following access to records requirements apply to this Contract:

1. In accordance with 49 CFR 18.36(i), contractor shall provide the City, the FTA, the US Controller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the City, FTA Administrator, US Controller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

**Federal Changes**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the City of Simi Valley and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Failure by the Contractor to so comply shall constitute a material breach of this Contract.

**Bonding Requirements**

FTA may accept the bonding policy and requirements of the City, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

   (1) 50% of the contract price if the contract price is not more than $1 million;
   (2) 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or
   (3) $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (The City of Simi Valley) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (The City of Simi Valley). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (The City of Simi Valley), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (The City of Simi Valley's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (The City of Simi Valley) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (The City of Simi Valley) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (The City of Simi Valley) and pay over to (The City of Simi Valley) the difference between the bid security and (The City of Simi Valley's) total damages, so as to make (The City of Simi Valley) whole.
The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (The City of Simi Valley) determines that a lesser amount would be adequate for the protection of the (The City of Simi Valley).

2. The (The City of Simi Valley) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (The City of Simi Valley) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million.

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is more than $5 million.

2. If the original contract price is $5 million or less, the (The City of Simi Valley) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (The City of Simi Valley's) interest.

(a) The following situations may warrant a performance bond:

1. (The City of Simi Valley) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (The City of Simi Valley), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (The City of Simi Valley) determines that a lesser amount would be adequate for the protection of the (The City of Simi Valley).

2. The (The City of Simi Valley) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (The City of Simi Valley) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (The City of Simi Valley's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

   (i) Fifty percent of the contract price if the contract price is not more than $1 million;

   (ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

   (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City of Simi Valley shall determine the amount of the advance payment bond necessary to protect The City of Simi Valley. Patent Infringement Bonding Requirements (Patent Indemnity) The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City of Simi Valley shall determine the amount of the patent indemnity to protect the City of Simi Valley.

Warranty of the Work and Maintenance Bonds:

3. The Contractor warrants to the City, the Architect and/or Engineer that all materials and equipment furnished under this contract will be of highest quality and new unless otherwise specified by the City, free from faults and defects and in conformance with the contract documents. All work not conforming to these standards shall be considered defective. If required by the project manager, the contractor shall furnish satisfactory evidence as to the kind of quality and quality of materials and equipment.
4. The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one year after final payment by the City of Simi Valley and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the City of Simi Valley. The contractor shall, prior to the release of final payment, furnish separate maintenance (or Guarantee) bonds in form acceptable to the City written by the same corporate surety that provides the performance bond and labor and material payment bond for this contract. These bonds shall secure the contractor’s obligation to replace or repair defective materials and faulty workmanship for a minimum period of one year after final payment and shall be written in an amount equal to 100 percent of the contract sum, as adjusted (if at all).

**Clean Air**

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the City of Simi Valley and understands and agrees that The City of Simi Valley will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.  
2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

**Recycled Products/Recovered Materials**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Davis-Bacon and Copeland Anti-Kickback Acts**

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the
appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash
equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits.

Therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The City of Simi Valley shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract,
the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Simi Valley for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this
section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than
full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.
No Government Obligations to Third Parties

The City of Simi Valley and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City of Simi Valley, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

Contract Work Hours & Safety Standards Act

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work
week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the the City of Simi Valley shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Termination

a. Termination for Convenience (General Provision) the City of Simi Valley may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the City of Simi Valley's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the City of Simi Valley. If contractor is in possession of any of the City of Simi Valley's property, contractor shall account for same, and dispose of it as the City of Simi Valley directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the City of Simi Valley may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set
forth in the contract. If it is later determined by the City of Simi Valley that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the City of Simi Valley, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the City of Simi Valley in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions If contractor fails to remedy to the City of Simi Valley's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the City of Simi Valley setting forth the nature of said breach or default, the City of Simi Valley shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the City of Simi Valley from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City of Simi Valley elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the City of Simi Valley shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the City of Simi Valley, by written notice, may terminate this contract, in whole or in part, when it is in the City of Simi Valley's interest. If the contract is terminated, the City of Simi Valley shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the City of Simi Valley's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the City of Simi Valley goods, contractor shall, as directed by the City of Simi Valley, protect and
preserve the goods until surrendered to the City of Simi Valley or its agent. Contractor and the City of Simi Valley shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the City of Simi Valley’s convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the City of Simi Valley may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the City of Simi Valley resulting from contractor’s refusal or failure to complete the work within specified time, whether or not contractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Simi Valley in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the City of Simi Valley, acts of another contractor in the performance of a contract with the City of Simi Valley, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the City of Simi Valley in writing of the causes of delay. If in the City of Simi Valley’s judgment, delay is excusable, the time for completing the work shall be extended. The City of Simi Valley’s judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor’s right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the City of Simi Valley's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the City of Simi Valley may terminate this contract in whole or in part, for the City of Simi Valley's convenience or because of contractor’s failure to fulfill contract obligations. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City of Simi Valley all data, drawings, specifications, reports, estimates, summaries, and other information and materials
accumulated in performing this contract, whether completed or in process. If termination
is for the City of Simi Valley’s convenience, it shall make an equitable adjustment in the
contract price but shall allow no anticipated profit on unperformed services. If
termination is for contractor’s failure to fulfill contract obligations, the City of Simi Valley
may complete the work by contact or otherwise and contractor shall be liable for any
additional cost incurred by the City of Simi Valley. If, after termination for failure to fulfill
contract obligations, it is determined that contractor was not in default, the rights and
obligations of the parties shall be the same as if termination had been issued for the
City of Simi Valley’s convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the City of Simi Valley
may terminate this contract, or any portion of it, by serving a notice or termination on
contractor. The notice shall state whether termination is for convenience of the City of
Simi Valley or for default of contractor. If termination is for default, the notice shall state
the manner in which contractor has failed to perform the requirements of the contract.
Contractor shall account for any property in its possession paid for from funds received
from the City of Simi Valley, or property supplied to contractor by the City of Simi Valley.
If termination is for default, the City of Simi Valley may fix the fee, if the contract
provides for a fee, to be paid to contractor in proportion to the value, if any, of work
performed up to the time of termination. Contractor shall promptly submit its termination
claim to the City of Simi Valley and the parties shall negotiate the termination settlement
to be paid to contractor. If termination is for the City of Simi Valley’s convenience,
contractor shall be paid its contract closeout costs, and a fee, if the contract provided for
payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City of Simi Valley determines that
contractor has an excusable reason for not performing, such as strike, fire, flood, events
which are not the fault of and are beyond the control of contractor, the City of Simi
Valley, after setting up a new work schedule, may allow contractor to continue work, or
treat the termination as a termination for convenience.

**Government-wide Debarment and Suspension**

The City agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part
180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part
1200, which include the following: (a) It will not enter into any arrangement to participate
in the development or implementation of the Project with any Third Party Participant that
is debarred or suspended except as authorized by: 1 U.S. DOT regulations,
“Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB,
“Guidelines to Agencies on Government wide Debarment and Suspension (Non
procurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive
Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note,
(b) It will review the U.S. GSA “System for Award Management,”
C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants
to include, a similar provision in each lower tier covered transaction, ensuring that each
lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension
requirements, and 2 Reviews the “System for Award Management” (SAM) at
http://https.www.sam.gov,.proxy1.semalt.design if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the The City of Simi Valley suspends, debars, or takes any similar action against a Third Party Participant or individual, the The City of Simi Valley will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the The City of Simi Valley is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

**Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees.

**Civil Rights Requirements**

The following requirements apply to the underlying contract:

The City understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless The City or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

1. Nondiscrimination in Federal Public Transportation Programs. The contractor agrees to comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration The City of Simi Valleys,” to the extent consistent with applicable Federal laws, regulations, and guidance, and other applicable Federal guidance that may be issued.

2. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to: (1)Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d
et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration The City of Simi Valleys,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.


4. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the City of Simi Valley agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The City of Simi Valley agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. The City of Simi Valleys receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding
$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The City of Simi Valley understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the City of Simi Valley provides assurance that: The City of Simi Valley shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The City of Simi Valley shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Simi Valley's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Simi Valley of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

5. Nondiscrimination on the Basis of Sex. The contractor agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,


7. Nondiscrimination on the Basis of Disability. The contractor agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of


10. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the City of Simi Valley agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
11. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

**Breaches and Dispute Resolution**

*Disputes* – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Simi Valley's Community Services Department. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director, Community Services. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director, Community Services shall be binding upon the Contractor and the Contractor shall abide by the decision.

*Performance During Dispute* - Unless otherwise directed by the City of Simi Valley, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

*Claims for Damages* – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

*Remedies* – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Simi Valley and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Simi Valley is located.

*Rights and Remedies* – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Simi Valley, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Disadvantaged Business Enterprises (DBEs)**

2. DBE Goal

Although the City of Simi Valley (hereinafter referred to as “City”) has not established a DBE contract-specific goal on this project, all race-neutral DBE participation will count toward the City’s federally mandated overall DBE goal.
2. DBE Policy and Applicability

The City receives federal financial assistance from the Federal Transit Administration (FTA) of the United States Department of Transportation (U.S. DOT) and as a condition of receiving such assistance has developed a Disadvantaged Business Enterprise (DBE) Program (accessible via the City's website) in accordance with federal regulations published under Title 49 CFR, Part 26 and subsequent Guidance.

The City’s DBE Program sets forth the policies and procedures to be implemented by the City to ensure that DBEs have an equitable opportunity to participate in the City’s federal-aid contracting opportunities.

Furthermore the DBE Program Manual describes the processes, procedures, documents, authorizations, approvals and certifications, necessary to maintain compliance with DBE requirements and ensure the City’s continued receipt of federal-aid funds for local transportation projects.

The project is subject to the DBE requirements of the City's DBE Program Manual and Title 49 CFR, Part 26 are hereby incorporated into this Contract by reference. Additionally, all DBE participation will count toward the City's federally mandated overall DBE goal.

Pursuant to the intent of these Regulations, it is the policy of the City to:

- Implement strategies that promote the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR Part 26, by ensuring that DBEs have equitable access and opportunities to participate in all of City’s DOT-assisted contracting opportunities.
- Ensure non-discrimination in the award and administration of City’s DOT-assisted contracts.
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- Ensure that only firms that meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

The City shall not discriminate on the basis of race, color, national origin or gender in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under Part 26 to ensure non-discrimination in the award and administration of U.S. DOT assisted contracts. The City's DBE Program, as required by Part 26 and as approved by the U.S. DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out
its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved Program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

Pursuant to 49 CFR 26.13(b): Bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that is defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the City's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

3. Race-Neutral DBE Program Measures

The City will utilize Race-Neutral means in meeting its overall DBE Program goal.

The City plans to implement the race-neutral measures to comply with 49 CFR Part 26.51 and Section V of the California Department of Transportation DBE Program Implementation Agreement for Local Agencies.

4. DBE Bid Submission Requirements

Bidder shall complete and submit the following DBE Exhibits (forms) at the times specified with their Bid:

• “DBE Participation Commitment Form” (Exhibit 15-G)
• “Bidders List” (Exhibit 12-B)

Bidders must submit the DBE forms above even if they do not anticipate proposing DBE participation on this contract.

1. “DBE Participation Commitment Form” (Exhibit 15-G) required at time of Bid. The Bidder is to provide the following information for each DBE that will participate in the contract:

- The complete name and address of each DBE who will participate in the contract;
- A description of the work that each DBE will perform or provide;
- The dollar amount of the work to be performed or provided by the DBE;
- Valid DBE Certification eligibility status, in conformance with 49 CFR Part 26;
- The Bidder shall also submit, for each DBE to perform under this contract, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract bid can serve in lieu of the written confirmation).
2. “Bidders List” (Exhibit 12-B) required at time of Bid. The City is required by Regulations to create and maintain a “Bidders List” of all firms bidding or quoting on the City’s DOT-assisted contracts for use in calculating the City’s overall DBE goal. Bidders are required to complete and submit the requested information listed on the “Bidders List Form” for all firms (DBE[s] and Non-DBE[s]) who submitted a bid, quote and/or bid, including firms who were contracted by the Prime Bidder.

5. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of Bid:

a. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.

b. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.

c. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

d. At time of Bid, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:

e. The CUCP web site, which can be accessed at http://www.californiaucp.com; or the Caltrans “Civil Rights” web site at http://www.dot.ca.gov/hq/bep.

f. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

6. DBE Crediting Provisions

The City requires that all DBEs listed by Bidders for participation, be certified as eligible DBEs at the time of bid submission, in order for their race-neutral participation to be counted towards the City’s Overall DBE goal.

In accordance with 49 CFR §26.55 and §26.71, the following guidelines apply in calculating/ counting DBE participation:

i. Only the participation of firms certified in accordance with 49 CFR Part 26 may be counted as DBE participation.

ii. Only work (represented by Work Category code(s)) for which the firm is certified as a DBE may be counted as DBE participation.
iii. Only work performed by a DBE’s own work forces (including cost of supplies, materials and equipment leases obtained by the DBE for the work of the contract, except supplies and equipment the subcontractor purchases and/or leases from the prime contractor or its affiliate), may be counted as DBE participation.

iv. When a DBE subcontracts part of its work of its contract to another firm, the value of the subcontracted work may be counted as DBE participation only if the DBE subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm does not count as DBE participation. A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce.

v. When a DBE performs as a participant in a joint venture with a non-DBE, only the portion of the total contract dollar value equal to the distinct, clearly defined portion of the work to be performed by the DBE’s own forces may be counted as DBE participation.

i. Only work considered to perform a commercially useful function may be counted as DBE participation.

ii. For transportation services that are required under the contract and provided by a DBE trucking company, DBE participation is counted on the total value of the transportation services the DBE trucking company provides using trucks it owns, insures, and operates and using drivers it employs.

iii. For materials and supplies that are required under the contract and obtained from a DBE manufacturer, one hundred percent (100%) of the materials/supplies may be counted as DBE participation. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials and supplies obtained by the contractor.

iv. For materials and supplies that are required under the contract and obtained from a DBE supplier/regular dealer, sixty percent (60%) of the materials/supplies may be counted as DBE participation. For purposes of this section, a supplier/regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

v. A Bidder may count as DBE participation, fees and commissions paid to DBE firms that are not manufacturers or regular dealers, provided that the fees or commissions are determined to be reasonable and not excessive, as compared with fees customarily allowed for similar services.

vi. A Bidder may count as DBE participation, all transportation services provided by a DBE trucking firm that can demonstrate control of trucking operations for which it seeks credit and it owns, insures, and operates, using drivers it employs in the performance of the contract. The DBE must itself own and operate at least one fully licensed, insured, and operation truck used on the contract. The DBE trucking firm may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE who leases trucks from a non-DBE is entitled to credit only for the fees or commissions it receives as a result of the lease arrangement.
vii. Prime contractors are advised to not count participation of DBE subcontractors towards DBE attainment until the amount being counted has been paid to the DBE.

viii. In cases where a DBE’s certification has ceased during the performance period of the contract, although the prime contractor will continue to report to the City, the dollar value of the work performed by the firm, any work performed after the DBE ceases to be certified will not count towards DBE participation credit or the City’s Overall DBE goal fulfillment.

**Prompt Payment**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the The City of Simi Valley. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the The City of Simi Valley. This clause applies to both DBE and non-DBE subcontracts.

**Incorporation of Federal Transit Administration (FTA) Terms**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding provisions. All contractual provisions required by the DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the City of Simi Valley, which would cause the City of Simi Valley to be in violation of the FTA terms and conditions.

**Veterans Preference**

Veterans Preference as provided by 49 U.S.C. § 5325(k), to the extent practicable, the City of Simi Valley agrees and assures that each of its Contractors:

Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
# Exhibit 15-G: DBE Race-Neutral Participation Commitment Form

(Inclusive of all DBEs at time of bid Submission)

**NOTE:** Please refer to instructions on the reverse side of this form.

## Contractor to Complete this Section

1. Local Agency Name: _______________________________________________

2. Project Description: ________________________________________________

3. Project Location: __________________________________________________

4. Bidder’s Name: ____________________ 5. Prime Certified DBE: ☐

6. Bid Amount_______________________

7. Total Dollar Amount for **ALL** Subcontractors: ______________________ 8. Total Number of **ALL** Subcontractors:____________

### DBE Commitment Information

<table>
<thead>
<tr>
<th>9. Bid Item #</th>
<th>10. Description of Work, Service or Materials Supplied and NAIC(s)</th>
<th>11. DBE Certification #</th>
<th>12. DBE Firm Name and Contact Info</th>
<th>13. DBE Dollar Amount</th>
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## Local Agency to Complete this Section

20. Local Agency Contract Number: _______________________________________

21. Federal-aid Project Number: __________________________________________

22. Contract Award Date: ______________________

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Signature 24. Date

25. Local Agency Representative Name (Print) 26. Phone

27. Local Agency Representative Title ____________________________________

14. Total Claimed DBE Participation $ _________ 15. Preparer’s Signature

16. Preparer’s Name (Print)

17. Preparer’s Title


Please Note: Contractor shall complete and submit this form even if no DBE participation will be reported. In the event of no DBE participation, Contractor shall mark “none” under the DBE firm name.
INSTRUCTIONS - DBE RACE-NEUTRAL PARTICIPATION COMMITMENT FORM

Contractor Section

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Bidder’s Name** - Enter the contractor’s firm name.
5. **Prime Certified DBE** - Check box if prime contractor is a certified DBE
6. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
7. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
8. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Bid Item Number** - Enter the work item number for the work, services, or materials supplied to be provided.
10. **Description of Work, Services, or Materials Supplied and NAIC(s)** - Enter the item description of the services to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. Additionally, identify the applicable NAICS(s) for service or supply listed.
11. **DBE Certification Number** - Enter the DBE’s Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontractors must notify the prime contractor in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Firm Name and Contact Information** - Enter the name and telephone number of all DBE subcontractors. Also, enter the prime contractor’s name and telephone number, if the prime is a DBE.
13. **DBE Dollar Amount** – Enter the subcontracted dollar amount of the work to be performed or service to be provided eligible for DBE participation. Include the prime contractor if the prime is a DBE. See City of Santa Clarita’s DBE Program for how to count full/partial participation. If 100% of a work item is not to be performed or furnished by a DBE, calculate and list the exact portion of the item to be performed or furnished by the DBE.
14. **Total Claimed DBE Participation** – $: Enter the total dollar amounts entered in the “DBE Dollar Amount” column. %: Enter the total DBE participation claimed (“Total Claimed DBE Participation Dollars” divided by item “Bid Amount”).
15. **Preparer’s Signature** - The person completing this section of the form for the contractor’s firm must sign their name.
16. **Preparer’s Name (Print)** - Clearly enter the name of the person signing this section of the form for the contractor.
17. **Preparer’s Title** - Enter the position/title of the person signing this section of the form for the contractor.
18. **Date** - Enter the date the section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the contractor.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Award Date** - Enter the date the contract was executed.
23. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
24. **Date** - Enter the date the Local Agency Representative signs the form.
25. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
26. **Phone** - Enter the area code and telephone number of the person signing this section of the form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor’s DBE commitment form.
Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, __________________________________________ herein named, hereby certify
(Name and title of official)

On behalf of __________________________________________ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name:__________________________________________

Type or print name:__________________________________________________________________________

Signature of authorized representative:_________________________________________ Date ____________/__________/__________

Signature of notary and SEAL:___________________________________________________________________________
GOVERNMENT-WIDE DEBARTMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   1. equals or exceeds $25,000,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project,

3. It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor:__________________________________________________________

Signature of Authorized Official:_______________________________________ Date / / 

Name and Title of Contractor’s Authorized Official:________________________

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BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS

General Requirement (as stated in 49 CFR 661.5)

a. Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.

b. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

c. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.

d. For a manufactured product to be considered produced in the United States:
   1. All of the manufacturing processes for the product must take place in the United States; and
   2. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____________________________________________________________
Name ___________________________________ Title ____________________________
Signature _______________________________________ Date ____________________

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____________________________________________________________
Name ___________________________________ Title ____________________________
Signature _______________________________________ Date ____________________
The City maintains a “Bidders List” containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the City’s federal-assisted contracts, in accordance with 49 CFR Part 26.11. The “Bidders List” is intended to be a count of all firms that are participating, or attempting to participate, on federal-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder/Offeror is to complete all requested information on the “Bidders List” for every firm who submitted a proposal, bid or quote, including the primary Bidder, and submit this information at the time of bid submission. The “Bidders List” content will not be considered in evaluating the bid or determining award of any contract.

### Prime Bidder’s Information:

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<th>Name of Prime’s Firm:</th>
<th>Phone: (___)</th>
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<tr>
<td>Firm Address:</td>
<td>Fax: (___)</td>
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<td>Number of years in business:</td>
<td>Type of work/services/materials provided:</td>
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<td>Contact Person:</td>
<td>Title:</td>
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<td>Is the firm currently certified as a DBE under 49 CFR Part 26?</td>
<td>Yes</td>
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Provide the following information for every firm (DBE and non-DBE) that submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Phone: (___)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Address:</td>
<td>Fax: (___)</td>
</tr>
<tr>
<td>Number of years in business:</td>
<td>Type of work/services/materials provided:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Title:</td>
</tr>
</tbody>
</table>
### Specification No. SV 20-13

<table>
<thead>
<tr>
<th>Is the firm currently certified as a DBE under 49 CFR Part 26?</th>
<th>Yes</th>
<th>Check the box below for your firm’s annual gross receipts last year:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No</strong></td>
<td></td>
<td><strong>Less than $1 million</strong></td>
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Provide the following information for every firm (DBE and non-DBE) that submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

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If necessary, this “Bidders List” form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder to submit the required “Bidders List” form will deem the Bidder non-responsive.