Dear Prospective Vendor:

If you intend to submit a bid or proposal, please contact Jamshed Yazdani, Associate Engineer, at (805) 583-6833 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 Without this information, the City has no way of identifying who may have outdated or incomplete copies.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

FY 2019-20 PAVEMENT REHABILITATION AT TRANSIT MAINTENANCE FACILITY, CP960423

Specification No. SV 19-11

Federal Award Identification Number (FAIN): CA-2017-136-00

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 7, 2020
AT 3:30 P.M.

PRICES:
PICKED UP $10.00
MAILED $30.00

DEPARTMENT OF PUBLIC WORKS
CITY HALL
2929 TAPO CANYON ROAD
SIMI VALLEY, CA 93063
STAFF CONTACT: (805) 583-6833

DEPARTMENT OF PUBLIC WORKS
CITY HALL
2929 TAPO CANYON ROAD
SIMI VALLEY, CA 93063
STAFF CONTACT: (805) 583-6833
CITY OF SIMI VALLEY

CONSTRUCTION DOCUMENTS

FOR

NAME: FY 2019-20 PAVEMENT REHABILITATION AT TRANSIT MAINTENANCE FACILITY, CP960423

LOCATION: 490 West Los Angeles Ave.

SPECIFICATION NO.: SV 19-11

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00

DATE: SEPTEMBER 15, 2020

PREPARED BY:

Jamshed Yazdani
Associate Engineer
Department of Public Works

RECOMMENDED BY:

Benjamin Gonzales
Deputy Public Work Director (Transit)

REVIEWED BY:

Michelle Elorde
Senior Engineer
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:

Jamshed Yazdani
Associate Engineer
Department of Public Works
2929 Tapo Canyon Road
Simi Valley, CA 93063
Telephone (805) 583-6833
Email: jyazdani@simivalley.org

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 at 10:00 a.m. on Wednesday, September 23, 2020, in the parking lot of the City of Simi Valley Transit Facility located at 490 West Los Angeles Avenue, Simi Valley, CA 93065. Questions or concerns regarding this project will be addressed during this meeting. All attendees are required to wear face masks.

All bids must be sealed and submitted at or before 3:30 p.m., on October 7, 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 Jamshed Yazdani, Associate Engineer, at (805) 583-6833.

After Notice to Proceed is issued to the successful bidder, all contacts should be through Jamshed Yazdani, Associate Engineer, at (805) 583-6833.

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

FY 2019-20 PAVEMENT REHABILITATION AT
TRANSIT MAINTENANCE FACILITY, CP960423
SPECIFICATION NO. SV 19-11
FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00
Bids to be opened at 3:30 p.m.
On October 7, 2020
# TABLE OF CONTENTS

Notice Inviting Bids ........................................................................................................ Page 4  
Bid Terms and Conditions ........................................................................................ Page 8  
Proposal ......................................................................................................................... Page 14  
Documents for Execution by Successful Bidder ..................................................... Page 39  
Standard Specifications .............................................................................................. Page 93  
Special Provisions ....................................................................................................... Page 107  

List of Appendices

A. No Parking Sign .................................................................................................. Page 144  
B. Standard Plates ................................................................................................. Page 146  
C. Encroachment Permit Forms/Requirements and  
   Temporary Hydrant Meter/Construction Water Permit ........................ Page 158  
D. Release on Contract and Contractor’s Affidavit of Payment ....................... Page 162  
E. FTA Requirements and Forms ......................................................................... Page 165
CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

NOTICE INVITING BIDS

FOR

FY 2019-20 PAVEMENT REHABILITATION
AT TRANSIT MAINTENANCE FACILITY, CP960423

SPECIFICATION NO. SV 19-11

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00
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 FY 2019-20 Pavement Rehabilitation at Transit Maintenance Facility, CP960423, Specification No. SV 19-11, Federal Award Identification Number (Fain): CA-2017-136-00 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 7, 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.

Construction must be completed by December 17, 2020. Contractor must submit final invoice soon after to utilize Federal Grant Funds by December 31, 2020.

A mandatory pre-bid meeting is scheduled to be held at 10:00 a.m. on Wednesday, September 23, 2020 in the parking lot of the City of Simi Valley Transit Facility located at 490 West Los Angeles Avenue, Simi Valley, CA 93065. Questions or concerns regarding this project will be addressed during this meeting. All attendees are required to wear face masks.

SCOPE OF WORK:

The improvements will consist of removal of 58,000 SF of existing asphalt and sub-grade, removal and disposal of concrete base and column, and placement of 2,200 tons of asphalt concrete pavement. The work further includes adjusting to grade utility manhole covers, cleanouts, valve covers, removal and replacement of water valve box and cover, removal and installation of wheel stops, and installation of new thermoplastic striping and ADA legend.
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 19-11, 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 $10.00, plus $20.00 for handling and mailing fees, if mailed. All questions concerning the bid document should be directed to the Associate Engineer, Department of Public Works, at (805) 583-6833.

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 15th day of September, 2020

CITY OF SIMI VALLEY, CALIFORNIA

[Signature]

Lucy Blanco, City Clerk
CITY OF SIMI VALLEY

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

BID TERMS AND CONDITIONS

FOR

FY 2019-20 PAVEMENT REHABILITATION
AT TRANSIT MAINTENANCE FACILITY, CP960423

SPECIFICATION NO. SV 19-11

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00
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](http://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.

**Recycled Purchase Requirement** - Bidders are hereby notified that pursuant to the provisions of Sections 22150 – 22154 of the California Public Contract Code the City is required to purchase recycled products as defined in Section 12200 of the same Code if the product fitness and quality are equal to the nonrecycled product and available at the same or a lesser total cost than nonrecycled items. Bidders shall offer products and prices to the City that meet these requirements.

**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 (see page 36).

**DBE Goal** – Although the City of Simi Valley 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.
CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

PROPOSAL

FOR

FY 2019-20 PAVEMENT REHABILITATION
AT TRANSIT MAINTENANCE FACILITY, CP960423

SPECIFICATION NO. SV 19-11

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00

CONTRACTOR’S NAME: ________________________________

SUBMIT PAGES 14 THROUGH 38 FULLY EXECUTED WITH THIS PROPOSAL
LIST OF DOCUMENTS
TO BE SUBMITTED WITH PROPOSAL
FOR
FY 2019-20 PAVEMENT REHABILITATION AT TRANSIT MAINTENANCE FACILITY, CP960423, SPECIFICATION NO. SV 19-11, FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00

Cover Page ........................................................................................................ Page 14
List of Documents to be submitted with Proposal............................................. Page 15
Proposal ............................................................................................................ Page 17
Instructions for Signing Proposal, Bonds, and Contract ................................. Page 18
Contractor's Proposal Statement ..................................................................... Page 19
Proposed Schedule of Work and Prices .......................................................... Page 20
Bidder's Bond to Accompany Proposal .......................................................... Page 22
Form to Accompany Bid Bond ........................................................................ Page 23
Statement of Bidder's Qualifications and References .................................... Page 24
Statement of Bidder's Past Contract Disqualifications .................................... Page 25
Questionnaire Regarding Subcontractors ....................................................... Page 26
List of Subcontractors and Material Fabricators ............................................ Page 27
Noncollusion Declaration ................................................................................ Page 28
Equal Employment Opportunity Certificate ................................................ Page 29
Title 49, Code of Federal Regulations Part 29 Debarment and Suspension 
Certification ....................................................................................................... Page 30
Iran Contracting Act Certification .................................................................... Page 31
DBE Race-Neutral Participation Commitment Form (Exhibit 15-G)* ............... Page 32
Certifications & Restrictions on Lobbying ....................................................... Page 34
Government-Wide Debarment and Suspension (Nonprocurement) ............... Page 35
Buy America Certification Steel or Manufactured Products ............................. Page 36
Bidders List of Subcontractors (Exhibit 12-B) ................................................ Page 37
*If not submitted with bid, Exhibit 15-G and Exhibit 12-B 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

FY 2019-20 PAVEMENT REHABILITATION AT TRANSIT MAINTENANCE FACILITY, CP960423, FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00

Specification No.: SV 19-11, including 4 sheets of plans

Bids to be received on: October 7, 2020, at or before 3:30 p.m.

Completion time: 25 Consecutive Calendar Days After Receipt of Notice to Proceed
Contractor to start work no later than November 16, 2020

Liquidated damages: $5,000 Per Calendar day

Number of pages in Proposal: 25

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 38 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

FY 2019-20 PAVEMENT REHABILITATION AT TRANSIT MAINTENANCE FACILITY, CP960423, SPECIFICATION NO. SV 19-11, FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00

<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>1.</td>
<td>1002-7</td>
<td>Construction Schedule</td>
<td>1</td>
<td>LS</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>2.</td>
<td>1002-8</td>
<td>Traffic Control, Construction Signing and Traffic Maintenance</td>
<td>1</td>
<td>LS</td>
<td></td>
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</tr>
<tr>
<td>3.</td>
<td>1002-9</td>
<td>Stormwater Pollution Prevention &amp; Control</td>
<td>1</td>
<td>LS</td>
<td></td>
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<tr>
<td>4.</td>
<td>1002-10</td>
<td>Locating Existing Utilities</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
<td>1002-11</td>
<td>Concrete Removal</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
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<tr>
<td>6.</td>
<td>1002-12</td>
<td>Roadway Removal</td>
<td>58,000</td>
<td>SF</td>
<td></td>
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<tr>
<td>7.</td>
<td>1002-12</td>
<td>Subgrade Preparation</td>
<td>58,000</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>1002-13</td>
<td>Adjust to Grade – Utility Manhole Covers</td>
<td>5</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>1002-13</td>
<td>Adjust to Grade – Cleanouts</td>
<td>3</td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>10.</td>
<td>1002-13</td>
<td>Adjust to Grade – Valve Covers</td>
<td>2</td>
<td>EA</td>
<td></td>
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<tr>
<td>11.</td>
<td>1002-13</td>
<td>Remove and Replace Water Valve Box and Cover</td>
<td>1</td>
<td>EA</td>
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<tr>
<td>12.</td>
<td>1002-14</td>
<td>Asphalt Concrete Pavement, Type III-B2, PG 70-10</td>
<td>2,200</td>
<td>TON</td>
<td></td>
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<tr>
<td>13.</td>
<td>1002-15</td>
<td>Traffic Striping and Pavement Markings</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>1002-16</td>
<td>Wheel Stops 4’ Long (S-48)</td>
<td>56</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>1002-16</td>
<td>Wheel Stops 6’ Long (S-72)</td>
<td>9</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>1002-17</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: ____________________________________________
PROPOSED SCHEDULE OF WORK AND PRICES

The following addenda are acknowledged: 

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
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</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: ____________________________
Contact Individual: ____________________________ Phone No. ____________________________
Address: ____________________________
Contract Amount: ____________________________ Year: ____________________________
Description of work done:

Reference No. 2

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

Reference No. 3

Customer Name: ____________________________
Contact Individual: ____________________________ Phone No. ____________________________
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.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
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____________________________________________________________________
____________________________________________________________________

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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</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: ________________________________________________

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>Bid Item #</th>
<th>Description of Work, Service or Materials Supplied and NAIC(s)</th>
<th>DBE Certification #</th>
<th>DBE Firm Name and Contact Info</th>
<th>DBE Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
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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 $ _______ %

15. Preparer’s Signature

16. Preparer’s Name (Print)

17. Preparer’s Title

18. Date


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 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.
Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, ___________________________________________ 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: _______________________________________________________

34
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, 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: FY 2019-20 Pavement Rehabilitation at Transit Maintenance Facility, CP960423
Specification No. SV 19-11, Federal Award Identification Number (FAIN): CA-2017-136-00

Bidder/Offeror: ____________________________ IFB No.: ______________

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>Type of work/services/materials provided:</td>
<td></td>
</tr>
<tr>
<td>Number of years in business:</td>
<td></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>□ Yes □ No</td>
</tr>
<tr>
<td>Check the box below for your firm’s annual gross receipts last year:</td>
<td></td>
</tr>
<tr>
<td>□ Less than $1 million</td>
<td></td>
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<tr>
<td>□ Less than $5 million</td>
<td></td>
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<tr>
<td>□ Less than $10 million</td>
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<tr>
<td>□ Less than $15 million</td>
<td></td>
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<tr>
<td>□ 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>Type of work/services/materials provided:</td>
<td></td>
</tr>
<tr>
<td>Number of years in business:</td>
<td></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>Yes</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>¹ No</td>
<td></td>
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</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:

| Firm Name: | Phone: | (____) |
| Firm Address: | Fax: | (____) |
| Number of years in business: | |
| Contact Person: | Title: |
| Is the firm currently certified as a DBE under 49 CFR Part 26? | Yes | Check the box below for your firm's annual gross receipts last year: |
| ¹ No | |

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

FY 2019-20 PAVEMENT REHABILITATION
AT TRANSIT MAINTENANCE FACILITY, CP960423

SPECIFICATION NO. SV 19-11

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00
LIST OF DOCUMENTS FOR
EXECUTION BY SUCCESSFUL BIDDER

Contract.................................................................Page 41
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 LaborersPage 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 FormPage 89
Exhibit 12-B: Bidder’s List ........................................Page 91
CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND

FOR FY 2019-20 PAVEMENT REHABILITATION AT TRANSIT MAINTENANCE FACILITY,
CP960423, SPECIFICATION NO. SV 19-11, FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00

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 15, 2020, CITY invited bids for the FY 2019-20 Pavement Rehabilitation at Transit Maintenance Facility, CP960423 per Specification No. SV 19-11, Federal Award Identification Number (FAIN): CA-2017-136-00; 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 Twenty-Five (25) consecutive calendar days after receipt of the Notice to Proceed.

3. Incorporation By Reference. Public Contract Code Section 22300, Specification No. SV 19-11, consisting of 203 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 39 pages excluding paragraph 3
   Second: Permits from other agencies as may be required by law
   Third: Special Provisions

BPCONSTR (Rev. 1/30/19) 41 SV-TRANS1911.SPC 09/15/2020
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 outlined in and as set forth in Exhibit "C", attached hereto and incorporated herein.
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 $5,000 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: Jamshed Yazdani, Associate Engineer
(805) 583-6833
CONTRACTOR ___________________  
____________________________  
____________________________

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Attest: ________________________  
City of Simi Valley, A Municipal Corporation

_________________________________________  By: ____________________________
Lucy Blanco, City Clerk  Keith L. Mashburn, Mayor of the City
of Simi Valley, California

Approved as to Form: ________________________  
Insert Name Of Company Above

_________________________________________  By: ____________________________
Lonnie J. Eldridge, City Attorney

Print Name: ____________________________  
Title: ____________________________

Approved as to Content: ________________________  

_________________________________________  By: ____________________________
Brian Paul Gabler, City Manager

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 FY 2019-20 PAVEMENT

REHABILITATION AT TRANSIT MAINTENANCE FACILITY,

CP960423, SPECIFICATION NO. SV 19-11, FEDERAL

AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00

The improvements will consist of removal of 58,000 SF of existing asphalt and sub-grade, removal and disposal of concrete base and column, and placement of 2,200 tons of asphalt concrete pavement. The work further includes adjusting to grade utility manhole covers, cleanouts, valve covers, removal and replacement of water valve box and cover, removal and installation of wheel stops, and installation of new thermoplastic striping and ADA legend.
EXHIBIT “B”

FEDERAL PREVAILING WAGE RATES


Federal Prevailing Wage Rates, General Decision No. _____________
Dated _____________
EXHIBIT “C”

FTA REQUIREMENTS

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND
FOR FY 2019-20 PAVEMENT
REHABILITATION AT TRANSIT MAINTENANCE FACILITY,
CP960423, SPECIFICATION NO. SV 19-11, FEDERAL
AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00

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, certified 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 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
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 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 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 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,” 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, 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.
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, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the contractor agrees to comply, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) 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.

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 disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as


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)

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 FY 2019-20 Pavement Rehabilitation at Transit Maintenance Facility, CP960423, Specification No. SV 19-11, Federal Award Identification Number (FAIN): CA-2017-136-00, 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 FY 2019-20 Pavement Rehabilitation at Transit Maintenance Facility, CP960423, Specification No. SV 19-11, Federal Award Identification Number (FAIN): CA-2017-136-00, 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

<table>
<thead>
<tr>
<th>3. PRODUCER</th>
<th>5. POLICY INFORMATION:</th>
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<tbody>
<tr>
<td></td>
<td>Carrier:</td>
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<td>Policy No.:</td>
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<td>Policy Period:</td>
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<td>COVERAGE TRIGGER</td>
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<td>Occurrence</td>
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<td>Included in Limits</td>
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<td>In Addition to Limits</td>
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<tr>
<th>4. INSURED</th>
<th>6. Deductible</th>
<th>Self-insured Retention (check which) of $</th>
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<tr>
<th>8. TYPE OF INSURANCE</th>
<th>10. OTHER PROVISIONS</th>
</tr>
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<tbody>
<tr>
<td>GENERAL LIABILITY</td>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>LIABILITY LIMITS IN THOUSANDS $</td>
</tr>
<tr>
<td>COMPREHENSIVE FORM</td>
<td>EACH OCCURRENCE AGGREGATE</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>9. COVERAGES</th>
<th>11. CLAIMS: Underwriter’s representative for claims pursuant to this insurance (address and telephone).</th>
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<tbody>
<tr>
<td>PREMISES/OPERATIONS</td>
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<tr>
<td>UNDERGROUND &amp; COLLAPSE HAZARD</td>
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<td>PRODUCTS/COMPLETED OPERATIONS</td>
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<td>CONTRACTUAL</td>
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<td>INDEPENDENT CONTRACTORS</td>
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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:

### 12. 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.

### 13. 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.

### 14. 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>
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<tbody>
<tr>
<td>CITY OF SIMI VALLEY</td>
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<tr>
<td>2929 TAPO CANYON RD</td>
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<tr>
<td>SIMI VALLEY, CA 93063</td>
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### 16. AUTHORIZED REPRESENTATIVE

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

3. PRODUCER

TELEPHONE

4. INSURED


6. Deductible with an Aggregate of $_____ applies to coverage.

7. 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:

CITY AGREEMENTS/PERMITS

8. COVERAGE

LIABILITY LIMITS IN THOUSANDS $

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<th>EACH OCCURRENCE</th>
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9. OTHER PROVISIONS

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

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

15. CITY DEPARTMENT/BUREAU

CITY OF SIMI VALLEY
2929 TAPO CANYON RD
SIMI VALLEY, CA 93063

16. 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: ____________________________________________

(�inal 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.

### 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: ____________

<table>
<thead>
<tr>
<th>Bid Item #</th>
<th>Description of Work, Service or Materials Supplied and NAIC(s)</th>
<th>DBE Certification #</th>
<th>DBE Firm Name and Contact Info</th>
<th>DBE Dollar Amount</th>
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### DBE Commitment Information

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<tr>
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<th>Description of Work, Service or Materials Supplied and NAIC(s)</th>
<th>DBE Certification #</th>
<th>DBE Firm Name and Contact Info</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 ____________________________________________________

18. Date ______________________ 19. (Area Code) Tel. No. ______________________

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.
**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 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.
BIDDERS LIST

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.

<table>
<thead>
<tr>
<th>Prime Bidder's Information:</th>
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<tbody>
<tr>
<td><strong>Name of Prime's Firm:</strong></td>
<td><strong>Phone:</strong> ( )</td>
</tr>
<tr>
<td><strong>Firm Address:</strong></td>
<td><strong>Fax:</strong> ( )</td>
</tr>
<tr>
<td><strong>Number of years in business:</strong></td>
<td>Type of work/services/materials provided:</td>
</tr>
<tr>
<td><strong>Contact Person:</strong></td>
<td><strong>Title:</strong></td>
</tr>
<tr>
<td><strong>Is the firm currently certified as a DBE under 49 CFR Part 26?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Check the box below for your firm's annual gross receipts last year:</strong></td>
<td></td>
</tr>
<tr>
<td>† Less than $1 million</td>
<td></td>
</tr>
<tr>
<td>† Less than $5 million</td>
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</tr>
<tr>
<td>† Less than $10 million</td>
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<tr>
<td>† Less than $15 million</td>
<td></td>
</tr>
<tr>
<td>† 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>
<tr>
<td><strong>Is the firm currently certified as a DBE under 49 CFR Part 26?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Check the box below for your firm's annual gross receipts last year:</strong></td>
<td></td>
</tr>
<tr>
<td>† Less than $1 million</td>
<td></td>
</tr>
<tr>
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<td>† Less than $15 million</td>
<td></td>
</tr>
<tr>
<td>† 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:

| Firm Name: | Phone: (____) |
| Firm Address: | Fax: (____) |
| Number of years in business: | Type of work/services/materials provided: |
| Contact Person: | Title: |
| Is the firm currently certified as a DBE under 49 CFR Part 26? | Yes | | No |
| Check the box below for your firm’s annual gross receipts last year: | Less than $1 million |
| | Less than $5 million |
| | Less than $10 million |
| | Less than $15 million |
| | More than $15 million |

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

STANDARD SPECIFICATIONS

FOR
FY 2019-20 PAVEMENT REHABILITATION
AT TRANSIT MAINTENANCE FACILITY, CP960423

SPECIFICATION NO. SV 19-11

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00
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.
SECTION 1 – GENERAL

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**

- **AAN**: American Association of Nurserymen
- **ACI**: American Concrete Institute
- **AGC**: Associated General Contractors of America
- **AISC**: American Institute of Steel Construction
- **APCD**: Air Pollution Control District
- **APWA**: American Public Works Association
- **ASA**: American Standards Association
- **ASME**: American Society of Mechanical Engineers
- **ASTM**: American Society of Testing and Materials
- **CAL-OSHA**: California Occupational Safety & Health Administration
- **CITY**: City of Simi Valley
- **CRSI**: Concrete Reinforcing Steel Institute
- **DISTRICT**: Ventura County Waterworks District No. 8
- **IEEE**: Institute of Electric and Electronic Engineer
- **NASSCO**: National Association of Sewer Service Co.
- **NEC**: National Electrical Code
- **NFPA**: National Fire Protection Association
- **RSRPD**: Rancho Simi Recreation and Parks District
- **SSPWC**: Standard Specifications for Public Works Construction, latest edition, prepared by the Greenbook Committee of Public Works Standards, Inc., formerly the Southern California Chapters of AGC and APWA
- **SSS**: State of California, Department of Transportation, Standard Specifications, latest edition
- **VCFCD**: Ventura County Flood Control District
- **VCTC**: Ventura County Transportation Commission
- **VCWPD**: Ventura County Watershed Protection District

**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.

The Contractor is required to obtain a Construction Water Permit from the City prior to starting any construction. A portable hydrant meter shall be used to measure the quantity of water used. Application for the Temporary Hydrant Meter/Construction Water Permit is included in Appendix “C”

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 therefrom 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

5-4 INSURANCE

Insurance - The Contractor shall meet the following provisions (Sections 1 through 7) relating to insurance coverage.

1. General Conditions - Without limiting the Contractor's indemnification of City, Contractor shall provide and maintain at its own expense the insurance listed under Section 5 (Evidence of Coverage) covering its operations, subject to the following conditions:

   a) The City, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The City shall be named Loss Payee as its interest may appear in all property insurance.

   b) Such insurance shall be primary with respect to any insurance maintained by City and shall not call on City's insurance for contributions.

   c) With respect to the interests of the City, the Contractor's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to the City of Simi Valley, Department of Public Works, 2929 Tapo Canyon Road, Simi Valley, California 93063, and shall contain an unequivocal clause so stating.

   d) A City approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved by the City's Risk Manager prior to commencement of any work or tenancy.

2. Workers' Compensation - The Contractor shall procure and maintain during the life of the contract workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet the Contractor shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Contractor.

By submitting a bid pursuant to these specifications, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.
3. **Aggregate Limits/Blanket Coverage** - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Contractor outside these specifications, Contractor shall give City prompt, written notice of any incident, occurrence, claim, settlement or judgment against that insurance which may diminish the protection that such insurance affords the City. Contractor shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.

4. **Modification of Coverage** - The City reserves the right at any time during the term of any contract executed with the Contractor pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days written notice. If such change results in a premium increase in excess of ten (10%) percent to Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to the City.

5. **Failure to Procure or Maintain Insurance** - Contractor’s failure to procure or maintain required insurance program shall constitute a material breach of contract under which the City may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the City’s interests and pay any and all premiums in connection therewith, and recover all monies so paid from Contractor, or deduct all monies so paid from payments due Contractor.

6. **Underlying Insurance** - Contractor shall be responsible for requiring indemnification from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the City’s interests and shall be responsible for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.

7. **Evidence of Coverage** - Evidence of coverage (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

<table>
<thead>
<tr>
<th>Description</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
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<tr>
<td>Employer’s Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Waiver of Subrogation</td>
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</tr>
<tr>
<td>General Liability (must be written on an Occurrence Form)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Premises and Operations</td>
<td></td>
</tr>
<tr>
<td>Contractual Liability</td>
<td></td>
</tr>
<tr>
<td>Independent Contractors</td>
<td></td>
</tr>
</tbody>
</table>
(X) Products/Completed Operations
(X) Broad Form Property Damage
(X) Personal Injury
(X) Broad Form Liability Endorsement
(X) Explosion Hazard
(X) Collapse/Underground Hazard

[X] Automobile Liability (must be written on an Occurrence Form) $2,000,000 CSL
(X) Owned Automobiles
(X) Nonowned/Hired Automobiles

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**

<table>
<thead>
<tr>
<th>Utility/Agency</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T</td>
<td>(805) 583-6559</td>
</tr>
<tr>
<td>AT&amp;T LONG DISTANCE FIBER OPTIC</td>
<td>(704) 963-7964</td>
</tr>
<tr>
<td>CALIFORNIA HIGHWAY PATROL</td>
<td>(805) 654-4710 (4571)</td>
</tr>
<tr>
<td>RANCHO SIMI RECREATION AND PARK DISTRICT</td>
<td>(805) 584-4400</td>
</tr>
<tr>
<td>SIMI VALLEY UNIFIED SCHOOL DISTRICT</td>
<td>(805) 306-4500</td>
</tr>
<tr>
<td>SOUTHERN CALIFORNIA GAS CO.</td>
<td>(818) 701-3468</td>
</tr>
</tbody>
</table>
CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

SPECIAL PROVISIONS
FOR
FY 2019-20 PAVEMENT REHABILITATION
AT TRANSIT MAINTENANCE FACILITY, CP960423

SPECIFICATION NO. SV 19-11

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): CA-2017-136-00
SECTION 1000

SPECIAL CONDITIONS
(Not a Bid Item)

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 when reference is made to the State Standard Specifications. The State Standard Specifications is that document issued by the State of California, Department of Transportation, titled Standard Specifications, latest edition, referred to herein as the State Standard Specifications, or the SSS.

When references have been made to the SSS, it is for the purpose of utilizing that specifications' traffic and safety provisions as indicated elsewhere herein.

Where required by these Special Provisions, work shall conform to the requirements of the SSS, except that when reference is made to other sections of the City's Standard Specifications, all references to "State" shall mean the City. The SSS measurement and payment clauses are not included.

Appendices A through D attached hereto are considered a part of these 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 based on the lowest total bid amount. 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 ten (10) calendar days of the contract award. Prior to issuing the Notice to Proceed, but subsequent to receiving the submittals of Sections 1002-7 and 1002-8, a pre-construction conference will be undertaken. The date of receipt 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 within 25 consecutive calendar days from the date of receipt of the written Notice to Proceed. The City may impose liquidated damages of $5,000.00 per day for failure to comply. Issuance of the Notice to Proceed constitutes the Contractor's authority to enter upon the work site and begin operations. Construction must be completed by December 17, 2020.

1000-6  CITY PERMITS

1000-6.1  CITY ENCROACHMENT PERMIT

The Contractor is required to obtain a no-fee Encroachment Permit from the City prior to commencing any construction. See Appendix “C” for City Encroachment Permit Application.

1000-6.2  TEMPORARY HYDRANT METER/CONSTRUCTION WATER PERMIT

The Contractor is required to obtain a Construction Water Permit from the City prior to staring any construction. A portable hydrant meter shall be used to measure the quantity of water used. Application for the Temporary Hydrant Meter/Construction Water Permit is included in Appendix “C”.

1000-7  WORKING HOURS & WORKING DAYS

Except for work at signalized intersections, and as noted elsewhere in these Special Provisions, construction working hours shall be limited to the hours between 7:00 a.m. and 3:30 p.m. Monday through Friday, unless otherwise approved by the Engineer in writing.

Any overtime for construction survey, geotechnical/testing services, and inspection by City staff, outside of 7:00 a.m. to 3:30 p.m. Monday through Friday, and any work on Saturdays, Sundays and Holidays, shall be the responsibility of the Contractor, and such costs will be deducted from the progress payments to the Contractor. The Contractor shall provide at least 48-hour notification for all his/her overtime work requests.

Contractor shall comply with working hours and segment/limits as noted in the specifications and as shown on the project plans.

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. Fourth Thursday in November (Thanksgiving Day)
9. Fourth 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.

1000-8 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 48-hour notification for the need of compaction and materials testing.

1000-9 RECORD DRAWINGS

Contractor shall provide and maintain on the job site one complete set of prints of all drawings that form a part of the contract. Immediately after each portion of the work is completed, clearly and legibly indicate all deviations from the original design shown in the drawings by either additional sketches or ink thereon. All corrections shall be coordinated and reviewed by the City Inspector.

Contractor shall, upon completion of the job, and prior to final payment and acceptance of work by the City, deliver this record set to the Engineer.

1000-10 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 shall attend the pre-construction conference.

1000-11 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.
The Contactor shall supply onsite supervision for the duration of the Contract. All subcontractors shall be supervised.

1000-12 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 Principal 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.

1000-13 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.

1000-14 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 and Expenditures ......................... 15 %

To the sum of the cost and markups provided for in this section, 1% shall be added as compensation for bonding.

(b) Work by subcontractor. When all or any part of the extra work is performed by a subcontractor, 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 ten percent (10%) on the first $5,000 of the subcontracted portion of the extra work and a markup of five percent (5%) on work in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.
1000-15  PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

1000-15.1  PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

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

1000-16  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.

Contractor shall be responsible to maintain existing drainage pattern and maintain grades of existing drainage inlets.
SECTION 1001
SPECIAL CONSTRUCTION REQUIREMENTS
(Not a Bid Item)

1001-1 MOBILIZATION

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, supplies, and incidentals to the project sites, and for all other work operations which must be performed, or costs incurred, prior to beginning work on the various contract items on the project site.

1001-2 NOTICE TO TRANSIT MAINTENANCE FACULTY STAFF

The Contractor shall notify the Transit Maintenance Office at least four (4) work days prior to restricting driveway access or starting any work. Contractor may contact Ben Gonzales, Deputy Public Work Director (Transit) at (805) 583-6482.

1001-3 CONSTRUCTION SURVEYING

Contractor shall provide all necessary construction surveying in accordance with the SSPWC Section 3-10, “Surveying”.

The surveys shall be accomplished with sufficient precision to result in the required accuracy and shall be performed under the supervision of a Land Surveyor or Civil Engineer authorized to practice land surveying licensed by the State of California. The requirement herein shall apply to the minimum essential control required to accomplish the establishment of lines and grades by the Contractor, and to provide the Engineer the necessary references for insuring construction accuracy. The method used to establish working stakes would be at the Contractor’s Option. Equipment for surveys shall be of a quality condition that will provide the accuracy specified. Equipment shall be maintained in proper adjustment and records of calibration test or adjustment shall be available to the Engineer for inspection at all times. The Contractor shall bear all cost for survey.

1001-4 COORDINATION OF WORK

Contractor shall coordinate with all respective utility companies for any related relocations and/or construction work. Contractor shall coordinate work with the City, and the Ventura County Waterworks District No. 8 or Calleguas Municipal Water District for temporary shutting off water mains by notifying at least two (2) full working days prior to the work.

Contractor shall make every effort to eliminate or minimize any impact to the public and City staff vehicular traffic. A schedule of work must be approved by the City prior to commencement of any work.
1001-5  REMOVAL OF MATERIALS

All materials which are to be disposed of, including but not limited to, saw-cut concrete and asphalt concrete pavement, asphalt grindings, miscellaneous concrete, and excess excavated earth and base material 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  EQUIPMENT AND MATERIALS STORAGE

The Contractor shall arrange and maintain a secure storage site(s) for all equipment and materials. All equipment and unused materials shall be returned to this site(s) at the end of each workday. The Contractor shall submit a route plan for the delivery of materials to both the job and storage sites at least three (3) working days before commencing work. At his/her option, the Contractor may park vehicles/equipment and/or store material on-site within work limits. Construction equipment, vehicles, and materials shall not be placed or parked in front of other business establishments.

1001-7  WORK BEYOND PUBLIC RIGHT-OF-WAY

Subsection 2-8, "Right-of-Way", of the SSPWC is hereby deleted, and replaced as follows:

All improvements proposed to be constructed for this project, per the Plans, are physically located within the City property (Simi Valley Transit Maintenance Facility). Should the Contractor, however, require or desire temporary work areas and facilities beyond and outside of the Simi Valley Transit Maintenance Facility, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, disposing, and restoring of temporary work areas and facilities. The Contractor shall indemnify and hold the City harmless from all claims for damages caused by such actions.

Contractor shall be responsible for any fines levied by others, reimbursement of any agency or third party incurred costs, damage, clean up, and any disruption of service costs to residents as a result of the Contractor work.

1001-8  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 concrete and block walls, hardscape, fences, walks, brick planters, curbs, valves, asphalt, irrigation lines, landscaping, garden lights, utility meters, drainage structures, posts, signs, garden walls, mailboxes, concrete barriers, gas lines, etc., unless otherwise identified in these Special Provisions, or shown on the Plans 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 expense of the Contractor.
All markings shall be removed from existing cross-gutters, spandrels, curb/gutters, sidewalks, etc. at the end of the project.

1001-9  DUST AND NOISE CONTROL

The Contractor shall provide the 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 such 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.

If the Contractor fails to control dust in accordance with these Contract specifications, the City reserves the right to hire another contractor or agency to perform such work on a "force account" basis. The total cost for performing this work will be deducted from the total price of this Contract.

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

1001-10  SURVEY MONUMENT TIES ADJUSTMENTS

The Contractor shall locate, protect, and save any and all survey monuments and ties that will be, or may be damaged or destroyed by the Contractor's operation. All existing nails and markers within the limits of sidewalks, curbs, curb/gutters, curb ramps and streets shall be tied down by the City's Contract Surveyor prior to such removals for subsequent adjustment and/or installation. Where a survey monument and/or property corner tie will be removed due to this construction, the Contractor shall save the monuments, markers, and appurtenances. The reinstallation of the actual monuments and/or property corners will be accomplished by the City's Contract Surveyor.

A 48-hour notification to the City is required before removal of a survey monument tie.

1001-11  SALVAGE MATERIALS

All salvage material remaining on the site after official notification of vacation by the City shall be property of the Contractor, except as noted on the plans and herein.

1001-12  MAINTENANCE OF EXISTING DRAINAGE SYSTEM

The Contractor shall maintain the existing drainage system and existing drainage pattern within the Transit Maintenance Facility and the adjacent affected area during the entire duration of the construction. This item shall include storm water pollution erosion control measures.

1001-13  SUBMITTALS

Subsection 2-5.3.3, "Submittals," is hereby supplemented as follows:
Submittals (as applicable) shall consist of mix design and pre-testing of asphalt concrete, aggregate base, Portland Cement Concrete, steel reinforcement, concrete grout; material certification for tack coat, and crack seal. The City will undertake plant inspections and testing of special items such as asphalt concrete and aggregate base.

Two weeks prior to the use of any material, the Contractor shall provide written certifications, shop drawings, and mix designs of all materials to be incorporated in the work. The Contractor shall not deliver any or use such materials prior to the approval of the Engineer in writing.

The Contractor shall provide a completed daily work report to the inspector within one business day. Material tickets will be turned in with the daily report. The Contractor shall meet with the City Inspector on a daily basis to agree on bid item quantities.

1001-14 PROGRESS PAYMENTS

The Contractor or its designated representative shall sign a monthly quantity payment sheet of completed work to date in order to expeditiously process monthly progress payments. In addition, all Contractor’s and Subcontractor’s daily logs (record of all labor and equipment working on job) on the City form must have been submitted to the Public Works Inspector prior to beginning the processing of the progress payments.

1001-15 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 workmanship 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 therefor has been included in the progress estimate.

All work that 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.
1001-16  MEASUREMENT AND PAYMENT

No separate payment will be made for work or other features as required and outlined in this Section, “Special Construction Requirements.”

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 1002

MEASUREMENT AND PAYMENT
(Bid Items 1 through 16)

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 PUBLIC WORKS ENCROACHMENT PERMIT

Before beginning construction, the Contractor shall secure required Encroachment Permit from the City of Simi Valley Public Works Department. 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 the encroachment permit application. However it is the contractors’ responsibility to provide all paperwork and documents as required for the encroachment 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 Transit Facilities Supervisor. Notify the City's Engineering Staff, and the Deputy Public Works Director/Transit in writing at least five (5) calendar days in advance of necessary interruptions of Transit operations and the shut-off of utility services.

1002-7 **CONSTRUCTION SCHEDULE: (Bid Item No. 1)**

Within one (1) week after award of contract, the Contractor shall submit to the Engineer a schedule reflecting a sequencing of work to complete the project by December 17, 2020. The submitted schedule shall be approved by the Engineer prior to starting work. Any revisions to the originally approved Construction Schedule must be approved by the Engineer, in writing, at least three (3) working days prior to any construction.

The Contract price and payment shall be considered as full compensation for furnishing all labor, materials, equipment, tools, transportation and incidentals, and for doing all the work involved and necessary for developing, preparing, submitting and getting approval of the construction schedule necessary to complete the project by the above mentioned date.

1002-8 **TRAFFIC CONTROL, CONSTRUCTION SIGNING AND TRAFFIC MAINTENANCE: (Bid Item No. 2)**

Measurement and payment for traffic control, construction signing, and traffic control maintenance, including special traffic advisory signs, complete in place, will be made at the Contract lump sum price bid as shown in the Bid Schedule.

The above price and payment shall be considered as full compensation for furnishing all labor, materials, equipment, tools, transportation and incidentals, and for doing all the work involved and necessary for traffic control, construction signing and traffic control
maintenance, complete in place, including preparation of traffic control plans, notices, signs, barricades, delineators, sign relocations and maintenance, flaggers, and auxiliary police services, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

1002-9 STORMWATER POLLUTION PREVENTION AND CONTROL: (Bid Item No. 3)

The measurement and payment for Stormwater Pollution Control will be paid for at the Contract lump sum price bid as shown in the Bid Schedule.

The Contract price and payment shall be considered as full compensation for furnishing all labor, materials, equipment, tools, transportation and incidentals, and for doing all the work involved and necessary to accomplish the prevention and control of pollutant discharge to storm water, including good housekeeping practices, containment of waste, control of construction site perimeter, vehicle and equipment management, management of concrete and mortar products, management of asphalt and bituminous products, stockpiles, paint, solvents, solutions, dust control, and the preparation of the SWPCP, complete, as specified in these Special Provisions, and as required by the federal NPDES for Stormwater Pollution Control Program, and as directed by the Engineer.

1002-10 LOCATING EXISTING UTILITIES: (Bid Item No. 4)

The measurement and payment for Locating Existing Utilities will be paid for at the Contract lump sum price bid as shown in the Bid Schedule.

The Contract price and payment shall be considered as full compensation for furnishing all labor, materials, equipment, tools, transportation and incidentals, and for doing all the work involved and necessary to locate and mark in the field existing utilities as shown on the Plan as well as provide a report to the Engineer indicating the horizontal location and depth of the utilities. Existing utilities shall be located and marked in the field prior to starting construction. Utilities required to be located include: domestic water, natural gas, electric, telephone, and telecommunication services.

1002-11 CONCRETE REMOVAL: (Bid Item No. 5)

Measurement and payment for removal of concrete slab and concrete column with steel post up to a depth of 6 inches (6") from existing finish surface and placing asphalt concrete, Type III, B2, PG 70-10, rolled and compacted per Greenbook Subsection 302-5.6 will be made at the Contract lump sum bid price as shown in the Bid Schedule. If the steel base plate and anchors are encountered within the 6" depth, contractor shall remove the base plate and trim the anchor bolts. Concrete, steel tube, and other debris from the demolition of the concrete column shall be disposed of accordingly.

The Contract unit price and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved and necessary to perform concrete removal and disposal, as shown on the Plans, and specified in these Special Provisions, and as directed by the Engineer.
1002-12 ROADWAY REMOVAL AND SUBGRADE PREPARATION:
(Bid Item Nos. 6 and 7)

Measurement and payment for roadway removal and subgrade preparation complete in place, will be made at the Contract unit price bid per square foot as shown in the Bid Schedule.

The above Contract price and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work involved and necessary for roadway removal and subgrade preparation, complete in place, as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

No separate payment will be made for any necessary grading and/or earthwork within and/or outside the extents shown on the Plans, but shall be considered as included in the contract unit price bid for other applicable items of work.

Measurement and Payment for over-excavation, when directed by the Engineer due to unstable subgrade, will be paid for under this Section for the additional quantities of work.

1002-13 ADJUST TO GRADE UTILITY MANHOLE COVERS, ADJUST TO GRADE CLEANOUTS, ADJUST TO GRADE VALVE COVERS, REMOVE AND REPLACE WATER VALVE BOX AND COVER:
(Bid Item Nos. 8, 9, 10 and 11)

Measurement and payment for lowering before cold milling and for adjusting, after paving operation, sewer, storm drain and recycled water manholes, cleanouts and valve stack covers, removal and replacement of water valve box and steel cover, to new grade, complete in place, will be made at the Contract unit prices bid per each, as determined from actual count, and as shown in the Bid Schedule. Valve covers with “CMWD” markings, triangular in shape, shall be preserved to be re-used when adjusting to new grade. All other utility covers, cleanouts, water valve covers shall be marked in kind. Calleguas Municipal Water District (CMWD) utility covers shall be colored purple per CMWD recycled water standards.

The above Contract price and payment shall be considered as full compensation for furnishing all of the labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work involved, complete in place, including painting valve cover in kind as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

Payment for costs incurred in initially protecting and cleaning utility vaults, manholes, and valves regardless of ownership, including coordination with affected utility companies, shall be included in the Contract unit prices bid for other items of work and no additional compensation will be allowed therefor.
1002-14  ASPHALT CONCRETE PAVEMENT TYPE III-B2, PG 70-10:  
(Bid Item No. 12)

Measurement and payment for asphalt concrete pavement, Type III-B2, PG 70-10, as shown on the Plan, including surface preparation, and asphalt tack coat, complete in place, will be made at the Contract unit price bid per ton, as specified in the SSPWC Subsection 302-5.9, "Measurement and Payment," and as shown in the Bid Schedule.

The above Contract price and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved and necessary for asphalt concrete pavement, complete in place, including all pothole repair, weed killing, surface preparation, crack sealing, asphalt tack coat, control of surface and subsurface water, de-watering, saw-cutting, excavation, hauling, loading, depositing, spreading, compacting the material, separate rolling of cracks extending through newly placed asphalt pavement, disposal of surplus concrete, asphalt concrete and base materials, and excess excavated materials and debris, as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

1002-15  TRAFFIC STRIPING AND PAVEMENT MARKINGS: (Bid Item No. 13)

Measurement and payment for traffic striping and pavement marking, complete in place, will be at the Contract lump sum price bid as shown in the Bid Schedule.

The above Contract price and pavement shall be considered as full compensation for furnishing all labor, tools, equipment, materials, transportation and incidentals, and for doing all the work involved and necessary for construction of traffic striping and pavement markings, complete in place, as specified in the SSS and these Special Provisions, and as directed by the Engineer.

Full compensation for the installation, removal and disposal of existing and temporary traffic striping and pavement markings shall be considered as included in the Contract unit price bid for other applicable items of work and no additional compensation will be allowed therefor.

Damage of any signs, posts or post sleeves as a result of the construction operations shall be considered as included in the Contract lump sum price bid for other applicable items of work, and no additional compensation will be allowed therefor.

1002-16  WHEEL STOPS 4’ LONG (S-48), 6’ LONG (S-72):  
(Bid Item Nos. 14 and 15)

Measurement and payment for each wheel stops complete in place, will be made at the contract unit price bid per each wheel stop as shown in the Bid Schedule.

The above contract price and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved and necessary in wheel stop installation as shown on the plans and details in Appendix “B”, complete in place, as specified in these Special Provisions and as directed by the Engineer.
1002-17  TERMINATION OF LIABILITY: (Bid Item No. 16)

Prior to receiving final payment, the Contractor shall execute a "Release on Contract" form (included in Appendix "C" 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 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 any there be, 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 for executing this document.
SECTION 1003

CONSTRUCTION SCHEDULE
(Bid Item No. 1)

1003-1 GENERAL

Within one (1) week after award of contract, the Contractor shall submit to the Engineer a schedule reflecting a sequencing of work to complete the project by December 17, 2020. The submitted schedule shall be approved by the Engineer prior to starting work. Any revisions to the originally approved Construction Schedule must be approved by the Engineer, in writing, at least three (3) working days prior to any construction.

1003-2 MEASUREMENT AND PAYMENT

Payment for “Construction Schedule” shall be made at the lump sum bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.
SECTION 1004

TRAFFIC CONTROL, CONSTRUCTION SIGNING AND TRAFFIC MAINTENANCE
(Bid Item No. 2)

1004-1 GENERAL

Traffic control, construction signing and traffic maintenance including traffic sign maintenance shall consist of all traffic control involved in the Contractor's operations as required by these specifications. Traffic control shall be in accordance with the most recent edition of the California Manual of Uniform Traffic Control Devices and Caltrans "Standard Plans", and the SSS Subsections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices." Nothing in these specifications shall be construed as relieving the Contractor from his/her responsibility as provided in the SSS Subsection 7-1.09. All measurement and payment clauses of the SSS are hereby deleted and modified herein.

1004-2 CONSTRUCTION - TRAFFIC CONTROL DEVICES

Construction signing shall consist of furnishing, installing, maintaining, and removing construction signs, barricades, and arrow boards in accordance with the most recent edition of the California Manual of Uniform Traffic Control Devices and Caltrans "Standard Plans." The traffic control system shall be installed prior to starting work at each location and shall not be removed until all work has been completed. The Contractor shall post and maintain all necessary construction signs and flaggers. Flagger(s) shall be provided whenever deemed necessary by the Engineer at no cost to the City.

The Contractor shall furnish, erect, maintain and remove when no longer necessary traffic control devices including fences and barriers, when and where it may be necessary to do so, in order to give adequate warning to the public and City staff of conditions resulting from the Contractor's operations and to guide traffic through or around the construction area. If the Contractor's operations interfere with existing traffic, and regulatory measures and traffic control devices are not adequate to safely control traffic, or if the nature of the work requires additional control, the Contractor shall provide experienced flaggers to perform the function of traffic control. While on duty, flaggers shall be properly attired and equipped. If in the opinion of the Engineer, the Contractor fails to adequately control the flow of traffic, the City Police will be engaged to safely direct the vehicular traffic. Such added cost will be at the expense of the Contractor.

The Contractor shall place and maintain barricades at each end of and along an excavation, obstruction, or other restrictive condition and at distances of not more than fifty feet apart along the length thereof. In addition, flashers or other approved warning devices shall be placed at the same intervals/locations as the barricades and shall be illuminated from sunset each day until sunrise of the following day.
1004-3  **SPECIAL TRAFFIC ADVISORY SIGNS**

**Road Construction Signs**

The Contractor will be required to furnish and post No Parking signs as shown on Appendix "A". These signs shall be placed at the vicinity of the project where parking stalls or spaces are located, or as directed by the Engineer. These signs shall be in place 48-72 hours prior to the start of construction for each schedule. The signs shall be maintained for the duration of the project.

1004-4  **TRAFFIC MAINTENANCE**

The Contractor shall cooperate with the Engineer relative to handling traffic around all work areas, and shall make his/her own arrangements relative to keeping the working area clear of parked vehicles, and in maintaining clear and continuous access to adjacent properties, and existing fueling stations. The Contractor shall provide for controlled pedestrian access around the work area.

Where non-motorized (pedestrian, equestrian, or bicycle) facilities exist, they shall be maintained in passable condition or other facilities shall be provided. Passage between facilities at intersections shall likewise be provided. In areas of high volume non-motorized traffic, such as shopping centers, the Contractor shall provide for controlled pedestrian crossings through the work or schedule work to avoid peak non-motorized volumes. Crossings shall provide for the existing non-motorized volumes. The crossings shall provide a means of passing over or through the work without tracking construction materials such as tack coat or hot asphalt concrete.

The Contractor's equipment, and personal vehicles of the Contractor's employees, shall not be parked on the traveled way nor on any section where traffic is restricted at any time.

The Contractor shall cooperate with the Engineer in locating all traffic control devices required. If the Contractor fails to promptly provide traffic control devices as required under this Section, the City may, at its option, so provide them at the Contractor's expense. The Contractor shall pay to the City, or the City may deduct, the cost of such work from any moneys due the Contractor from the City.

1004-5  **CONSTRUCTION PHASING, AND ACCESS**

This project includes work in the City Transit Maintenance Facility areas and it is imperative that access to each driveway is maintained during construction per these Specifications. The Contractor shall conduct his/her operations so as to minimize inconvenience to the public vehicular traffic. The Contractor shall have under construction no greater amount of work than is demonstrated that the Contractor can handle properly with due regard for the rights of the public.

Project construction shall be phased to facilitate safe and efficient traffic flow, and to maintain public relations and minimize the inconvenience to City staff.
1004-6 MEASUREMENT AND PAYMENT

Payment for “Traffic Control, Construction Signing and Traffic Maintenance” shall be made at the lump sum bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.
SECTION 1005

STORMWATER POLLUTION PREVENTION AND CONTROL
(Bid Item No. 3)

1005-1 DESCRIPTION

The Contractor shall take all necessary steps during the project construction period to prevent or reduce discharge of pollutants from the work sites to the City storm drain system utilizing the following prevention measures:

- Maintain clean work sites through good housekeeping measures and regular clean-up and disposal of all debris, storage materials, saw-cut slurry, waste, etc.

- Eliminate discharge of sanitary water/septic waste to storm drain system by providing convenient and well-maintained facilities, and regular service and disposal.

- Manage and operate construction vehicles and equipment in a manner to prevent leaks, spills, and waste.

- Prevent and control the discharge of:
  
  Soil Sediments  
  Concrete and mortar waste  
  Asphalt and bituminous materials  
  Chemicals from treated wood products  
  Paints, solvents, adhesives, and cleaning solutions  
  Soil, trimmings, and garden chemicals  
  Construction water from collecting and transporting pollutants  
  Saw-cut slurry materials

- Prevent pollution of the storm drain system during import, export, stockpiling, and spreading or grading of earthwork materials.

To assure achieving the above requirements, contractor must follow below Best Management Practices (BMP’s).

1005-2 VENTURA COUNTY MUNICIPAL STORMWATER NPDES PERMIT, ORDER 2009-0057 REQUIREMENTS

- **Best Management Practices (BMP)s for Roadway Paving/Repaving Operations** - Contractor shall implement the following BMPs for all roadway paving or repaving operations at the WQCP:

  1. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions.
2. Install sand bags or gravel bags and filter fabric at all susceptible storm drain inlets and at manholes to prevent spills of paving products and tack coat.

3. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or receiving waters.

4. Minimize non-storm water runoff from water use for the roller and for evaporative cooling of the asphalt.

5. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly.

6. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled, or disposed of properly.

7. Collect solid waste by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly.

8. Cover the "cold-mix" asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm.

9. Cover loads with tarp before haul-off to a storage site, and do not overload trucks.

10. Minimize airborne dust by using water spray during grinding.

11. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near storm water drainage system or receiving waters.

12. Protect stockpiles with a cover or sediment barriers during a rain event.

- **Pesticide/Herbicide Application & Landscape Activities** - Use fertilizers and pesticides as directed; keep them away from drainage facilities. Follow the standard protocol for routine and non-routine application of pesticides, herbicides, and fertilizers as per the Ventura County Stormwater Management Plan (A copy of the Pesticide Program Protocol can be obtained at the following website: [www.vcstormwater.org](http://www.vcstormwater.org)). Protect stockpiles and materials from wind and rain by storing them under tarps or secured plastic sheeting. Do not deposit leaves or landscape debris into the street, gutter, or storm drain system.

- **Removal of Accumulated Rainwater** - The Contractor shall follow the City of Simi Valley Guidelines for Removal of Rainwater that has accumulated on the job site. The preferred method is to filter the rainwater into a water truck for use in dust control or irrigation. If it is necessary to remove rainwater from the site to the street, gutter, or storm drainage system, Contractor shall use BMPs to insure that
the water does not exceed 100 mg/l of Total Suspended Solids and no other construction waste is present in the water to be discharged before discharging to drainage facilities.

- **Inspections/BMP Repair/Modification** - Contractor or his designee shall inspect and repair or replace the job site BMPs weekly and at least once each 24 hour period during extended storm events to identify and record BMPs that need maintenance or have failed. Contractor shall implement repairs or begin design changes to BMPs within 72 hours of identification and complete the changes as soon as possible. All inspections shall be documented on the required form in the SWPPP.

1005-3  **FINES**

Fines from regulatory agencies levied against the City because of the Contractor's actions or inactions in failing to comply with all regulations shall be the sole responsibility of the Contractor.

1005-4  **MEASUREMENT AND PAYMENT**

Payment for "Stormwater Pollution Prevention and Control" shall be made at the lump sum bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.
SECTION 1006

LOCATING EXISTING UTILITIES
(Bid Item No. 4)

1006-1 GENERAL

The work described in this section consists of furnishing all labor, materials, tools, equipment, transportation and incidentals necessary to map, locate horizontally and vertically, provide a report to the Engineer, and mark on the ground existing underground utilities prior to construction, including domestic water, natural gas, electric, telephone and telecommunication lines as shown on the Plan. The purpose is to verify underground utilities shown on the Plan in order to prevent utility conflict during construction operations.

1006-2 SITE AND UTILITY INVESTIGATION

Prior to starting pavement removal, contractor shall locate underground utilities shown on the Plan using ground-penetrating radar (GPR) or potholing. The Contractor locate and mark in the field existing utilities as shown on the Plan as well as provide a report to the Engineer indicating the horizontal location and depth of the utilities. Existing utilities shall be located and marked, including depth of underground utilities, in the field prior to starting construction. Utilities required to be located include: domestic water, natural gas, electric, telephone, and telecommunication services.

1006-3 MEASUREMENT AND PAYMENT

Payment for “Locating Existing Utilities” shall be made at the lump sum bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.
SECTION 1007

**CONCRETE REMOVAL**
(Bid Item No. 5)

1007-1 GENERAL

The work described in this section consists of furnishing all labor, materials, tools, equipment and incidentals necessary for removing concrete base concrete column and steel post as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

1007-2 CONCRETE REMOVAL

Contractor to remove concrete slab and concrete column with steel tube up to a depth of 6 inches (6") from existing finish surface. If the steel base plate and anchors are encountered within the 6” depth, contractor shall remove the base plate and trim the anchor bolts. Contractor to apply tack coat along the edges of the concrete pad that is removed and place asphalt concrete 6 inches (6") thick, Type III, B2, PG 70-10, rolled and finished per Greenbook Subsection 302-5.6.

Concrete, steel tube, and other debris from the demolition of the concrete column shall be disposed of accordingly.

1007-3 MEASUREMENT AND PAYMENT

Payment for “Concrete Removal” shall be made at the lump sum bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.
SECTION 1008

ROADWAY REMOVAL AND SUBGRADE PREPARATION
(Bid Item Nos. 6 and 7)

1008-1 GENERAL

The work described in this section consists of furnishing all labor, materials, tools, equipment, transportation and incidentals necessary to saw-cut, excavate, remove, and dispose of existing roadway, including removal and disposal of asphalt concrete, aggregate base, pavement striping, parking stripes, pavement markings, wheel stops, underlying base, loading, hauling, depositing, spreading, and compacting material, subgrade preparation, protection of existing concrete pavement to remain, disposal of excavated materials and debris, regardless of character and subsurface conditions, as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the Engineer.

All work under this section shall conform to the applicable provisions of the SSPWC and these Special Provisions, except that SSPWC Subsection 300-2.9, “Payment” is herewith deleted and modified herein.

1008-2 ROADWAY REMOVAL

Removals shall be in accordance with SSPWC Section 401, “Removal”, except as modified herein.

Prior to removing existing asphalt pavement and underlying base to a depth of six inches (6") from finished surface, the Contractor shall saw-cut the existing asphalt concrete pavement to clean lines up to and around existing concrete to remain and to join locations as shown on the Plans.

All surplus and extraneous materials and debris shall be disposed or by the Contractor at an approved landfill or disposal site at the Contractor's expense.

1008-3 MEASUREMENT AND PAYMENT

Payment for “Roadway Removal” shall be made at the unit bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.

1008-4 SUBGRADE PREPARATION

After excavation of existing material and/or removal of unacceptable material at the exposed subgrade, the Contractor shall scarify the subgrade surface to a depth of six inches (6") and compact to ninety-five percent (95%) relative density. Subgrade preparation shall be per SSPWC Section 301-1 and Section 201-2.
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.

1008-5 MEASUREMENT AND PAYMENT

Payment for “Subgrade Preparation” shall be made at the unit bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.
SECTION 1009

ADJUST TO GRADE UTILITY MANHOLE COVERS, ADJUST TO GRADE CLEANCOUTS, ADJUST TO GRADE VALVE COVERS, REMOVE AND REPLACE WATER VALVE BOX AND COVER
(Bid Item Nos. 8, 9, 10, and 11)

1009-1 GENERAL

The Contractor is required to install survey marker protectors, and to lower and then raise to grade, survey monument boxes, sewer and storm drain manholes, water valve stacks, monitoring well, and sewer cleanout, at all locations to receive asphalt concrete, in accordance with Section 402 of the SSPWC “Utilities” & Section 403 of the SSPWC “Manhole Adjustment and Reconstruction” of the SSPWC, except as modified and amended herein.

1009-2 CONSTRUCTION METHODS

Prior to removing manhole frames and covers to facilitate paving, the Contractor shall place a false wooden bottom inside the manhole to prevent debris from entering the sewer channel and causing a sanitary sewer overflow. All structures from which manhole frames and covers have been removed to facilitate paving shall be temporarily covered with a steel plate. Whenever used, plates shall be recessed flush with existing surface.

Immediately prior to placing asphalt emulsion, the Contractor shall cover all utility covers with 30# (pounds) felt roofing paper. 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 mark the location of all valves, covers, vaults, and survey monuments/markers before the paving operations begin and by scrubbing a cross in the new pavement.

The Contractor shall remove the resulting waste material from the interior and exterior of the manholes, clean-out water valves, storm drains, gutters, survey monuments, and other facilities.

Water valve box, monitoring well, clean outs, and sewer and storm drain manhole frames in cold milled areas shall be lowered before cold milling and then set to finish grade after paving. Adjustment of those frames and covers encased in a supporting concrete collar shall be made by neatly removing the supporting collar and the necessary portions of the subgrade, base, and pavement. The body and frame shall be set to grade and shall be backfilled to within 6 inches up to the existing elevation with Portland Cement Concrete in accordance with Subsection 201-1.1.2, "Concrete Specified by Class."

Gas valve covers and other utilities not owned by the City shall be adjusted by the utility owner concerned. However, the Contractor shall notify the affected utility owners at least 48 hours prior to start of any paving work. The Contractor shall schedule and coordinate any work to be accomplished by others.
The Contractor shall complete adjustment of surface utility facilities to final grade within five (5) working days of completing the final paving.

The tops of manholes, clean outs, monitoring well, and valve covers shall be cleaned completely to the satisfaction of the City Engineer of any asphalt, slurry, and tack coat upon completion of the paving work.

1009-3 MEASUREMENT AND PAYMENT

Payment for "Adjust to Grade Utility Manhole covers, Adjust to Grade Cleanouts, Adjust to Grade Valve Covers, Remove and Replace Water Valve Box and Cover" shall be made at the unit bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.
SECTION 1010

ASPHALT CONCRETE PAVEMENT
(Bid Item No. 12)

1010-1 GENERAL

Asphalt concrete pavement shall be performed in accordance with the Plans, the SSPWC Subsection 302-5, "Asphalt Concrete Pavement," and these Special Provisions.

1010-2 MATERIALS

Materials for asphalt concrete shall be as specified in the SSPWC Subsection 203-6, "Asphalt Concrete." Asphalt concrete for base course shall be Type III-B2, PG 70-10.

All rock materials to be used will be tested, and must be certified for conformance with the requirements of the SSPWC Subsections 200-1, "Rock Products" and 200-2.2, "Crushed Aggregate Base." The roadway surface shall be cleaned properly before the application of tack coat. Dirt between cracks shall be dislodged by high-pressure blower if necessary. The tack coat will not be applied without prior approval from the Engineer to assure the roadway surface is properly prepared.

Where asphalt concrete is placed directly on existing hard-surfaced pavement, next to existing concrete curb, curb and gutter, cross-gutter and spandrel, an asphalt tack coat of AR-4000/8000 shall be applied to the existing pavement, vertical face of the exposed curb, curb and gutter, cross gutter, and spandrel, preceding the placement of the new asphalt concrete. The rates of application shall be as stipulated in the SSPWC Subsections 302-5.4, "Tack Coat," and 302-7.2.2, "Tack Coat".

1010-3 ASPHALT CONCRETE HAUL ROUTES

As noted in Subsection 1001-2, one week prior to the pre-construction conference, an asphalt concrete haul route(s) shall be submitted to the City, depicting the haul routes in each direction between the batch plant and the various sections of the street being paved. Any spills of asphalt concrete shall be cleared by the contractor on a continuous daily basis.

1010-4 DISTRIBUTION AND SPREADING

All surfaces within 300-feet of the work limits to be traveled by trucks used to haul asphalt concrete shall be covered with sand or other durable covering prior to applying tack coat on the proposed work. The Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. The power broom shall provide miscellaneous cleanup or asphalt concrete spoils as directed by the Engineer.
In addition to the requirements of the SSPWC Subsection 302-5.5, "Distribution and Spreading," asphalt concrete shall be placed with spreading equipment equipped with fully automatic screed and grade sensing controls, which shall control the longitudinal grade of the screed. **Pickup Dump Machines shall not be used.** Automatic controls shall conform to and be operated in accordance with the following provisions

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments, necessary to maintain the altitude of the screed parallel to the underlying pavement, are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, use of the automatic controls can be discontinued and the screed controlled by manual methods.

Should the automatic screed controls fail to operate properly during any day's work, the paving operations shall be temporarily discontinued and the Contractor shall make the necessary changes to the equipment, or furnish other equipment conforming to the requirements herein, before paving is resumed.

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of a traffic lane. Screed action shall include any cutting, crowding, or other practical action which is effective on the mixture tearing, shoving, or gouging, and which produces a surface texture of uniform appearance.

Before placing the top layer adjacent to cold transverse construction joint, it shall be saw-cut to a vertical face and to a neat line and the vertical face shall be sprayed with tack coat. Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected.

1010-5 **JOINTS**

The asphalt concrete overlay shall be placed in such a manner that the new joints shall overlap the existing joints in the old pavement by at least six inches. The coarse aggregate in the material overlapping the joint should be carefully removed and wasted. The joint shall be rolled and compacted tightly into a uniformly finished surface throughout. **Contractor to provide work zone safety at all vertical edges where pavement has been removed throughout the project.**

1010-6 **ROLLING**

In addition to the requirements of the SSPWC Subsection 302-5.6, "Rolling," the number of rollers required for each paving operation shall be such that all rolling to achieve specified. Rolling equipment shall be per SSPWC Subsection 302-5.6.1 and density and smoothness shall be per SSPWC Subsection 302-5.6.2

Breakdown rolling shall be accomplished using vibratory rollers. Transverse rolling of thermal stress cracks extending through newly placed asphalt pavement shall be undertaken by the Contractor as deemed necessary by the Engineer.
1010-7 SAMPLING AND TESTING

The City's Contract testing laboratory will be testing facility of record. City will sample the asphalt concrete at the batch plant and from the hopper of the paving machine at various intervals. At least one test for each 500 tons placed will be performed. Inspection and tests shall be made at the start of the pavement work, at any time when the source of supply of the aggregate has changed, or whenever directed by the Engineer. Continuous inspection for compactions compliance with one surface test minimum for each 1,000 square yards of surface area will be performed. The Contractor and supplier shall facilitate the sampling and testing process.

Non-conforming Asphalt Concrete Pavement: Asphalt concrete pavement not meeting the specification requirements shall be removed and replaced, by the Contractor, with asphalt concrete pavement meeting the specifications at no additional cost to the City. Additional material testing by City's consultant shall be at Contractor's expense.

1010-8 MEASUREMENT AND PAYMENT

Payment for “Asphalt Concrete Pavement” shall be made at the unit bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.
SECTION 1011

TRAFFIC STRIPING AND PAVEMENT MARKINGS
(Bid Item No. 13)

1011-1 GENERAL

Traffic striping and pavement marking shall consist of removal and restoration of existing traffic striping and pavement marking per SSS Section 84, “Traffic Stripes and Pavement Markings”, Caltrans Standard Plans and these Special Provisions. The Contractor shall locate and reference any existing pavement striping and pavement marking prior to starting any work. The pavement striping and marking shall as specified in these Special Provisions and as directed by the Engineer.

1011-2 TRAFFIC STRIPING AND PAVEMENT MARKINGS

Final striping shall not be installed until pre-marking or “cat tracking” is approved by the Engineer.

Thermoplastic shall be applied no sooner than seven (7) calendar days after final paving. All striping and markings shall be completed within 10 calendar days of completing the paving.

Striping details, pavement legends and symbols shall conform to those in the latest edition of the California Manual of Uniform Traffic Control Devices (CA-MUTCD). Pavement legends and symbols shall be white unless noted otherwise.

All conflicting existing striping and markings which will not be covered by new constriction, shall be removed by wet sandblasting. Painted lines and markings shall be removed by wet sandblasting.

1011-3 THERMOPLASTIC PAVEMENT MARKING MATERIAL

Thermoplastic pavement marking materials and installation shall conform to SSS Section 84-2. Materials shall consist of extruded alkyd binder thermoplastic in conformance with State Specification 8010-19A. The application of thermoplastic striping shall be by extruded or ribbon method only (no spraying).

1011-4 MEASUREMENT AND PAYMENT

Payment for “Traffic Striping and Pavement Markings” shall be made at the lump sum bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.
SECTION 1012

WHEEL STOPS 4’ LONG (S-48) AND 6’ LONG (S-72)
(Bid Item Nos. 14 and 15)

1012-1 GENERAL

This work shall consist of furnishing all labor, materials, tools, equipment, transportation and incidental to furnish and install wheel stops in conformance with the Plans, the 2018 Edition of the State Standard Specifications, Section 95 and these provisions. The measurement and payment clauses of SSS Section 95 are herewith deleted and modified herein.

1012-2 WHEEL STOPS

Parking lot stripes shall be in place prior to installing wheel stops. The Contractor shall obtain approval of the Engineer for the exact location of the wheel stops.

Standard 4-foot or 6-foot parking stall wheel stops shall be manufactured by Jensen Precast Model as shown in Appendix “B”, or approved equal, and where and as shown on Plan. Each wheel stop shall be reinforced with two (2) No. 3 deformed steel reinforcing bars, minimum. Provide holes for dowel-anchoring to pavement surface. Steel bars for installation of wheel stops shall be galvanized ½” diameter steel dowels or galvanized No. 4 steel reinforcing bars.

Adhesive for bonding dowel to wheel stop shall be as proposed by Contractor and approved by Engineer.

1012-3 MEASUREMENT AND PAYMENT

Payment for “Wheel Stops 4’ Long (S-48) and 6’ Long (S-72)” shall be made at the unit bid price as shown in the Bid Schedule after successful completion of work, in accordance with the contract documents.
SECTION 1013

TERMINATION OF LIABILITY
(Bid Item No. 16)

1013-1 GENERAL

Prior to receiving final payment, the Contractor shall execute a "Release on Contract" form (included in Appendix "C" 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 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 any there be, 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.

1013-2 PAYMENT

A payment of $1.00 will be made to the Contractor for executing this document.
LIST OF APPENDICES

APPENDIX A
No Parking Sign.................................................................Page 144

APPENDIX B
Standard Plates...............................................................Page 146

APPENDIX C
Encroachment Permit Forms/Requirements
and Temporary Hydrant Meter/Construction Water Permit........Page 158

APPENDIX D
Encroachment Permit Form/Requirements .........................Page 162

APPENDIX E
FTA Requirements and Forms ........................................Page 165
APPENDIX A

No Parking Sign
TOW AWAY NO PARKING ANY TIME

CVC 22651 SVMC 7220 & 7235 FOR TOWED VEHICLES
PHONE SVPD 805-583-6950
APPENDIX B

Standard Plates
SECTION A-A
WATERTIGHT MANHOLE FRAME AND COVER
NOT TO SCALE

NOTE:
USE 24" DIAMETER ALHAMBRA FOUNDRY CO. PLATE NO. A-1254B OR APPROVED EQUAL.

SECTION A-A
STANDARD MANHOLE FRAME AND COVER
NOT TO SCALE

NOTE:
USE 24" DIAMETER ALHAMBRA FOUNDRY CO. PLATE NO. A-1176 OR APPROVED EQUAL.
Seam shall not be installed parallel to any flow, see notes 10 & 11.

2" Min. Pavement
See Note #1

No paving over Manhole Cover

10" Min.
See Note #2

24"

18" Conc. Ring (Typ.)

8 max.

Eccentric Cone
Varies

48" or 60" I.D.

False Bottom
See Note 11

Blocks, See Note 11

SECTION A-A
Not to Scale
NOTES:

1. PAVEMENT MIX DESIGN FOR MANHOLE RINGS SHALL BE 3/8 INCH.

2. MIX DESIGN FOR CONCRETE RING SHALL BE 520–C–2500.

3. EDGES OF THE PAVING SHALL BE SEALED.

4. MANHOLES SHALL BE SET TO GRADE PER GREENBOOK SECTION 302–5.6.2

5. THE FINISH SURFACE OF THE MANHOLE SHALL NOT VARY MORE THAN 1/8 INCH IN 10 FEET.

6. ALL MANHOLES SHALL BE LOWERED PRIOR TO PAVING.

7. MANHOLES SHALL BE PAVED WITHIN 72 HOURS OF PLACING CONCRETE.

8. NO VERTICAL JOINTS WILL BE ALLOWED AT THE END OF THE WORK DAY. ALL SURFACES WILL BE COLD MIXED, FINAL PAVED, OR PLATED.

9. THE CONTRACTOR SHALL PLACE A FALSE BOTTOM IN PRIOR TO STARTING ANY MANHOLE WORK. THE CONTRACTOR IS TO CLEAN AND REMOVE THE FALSE BOTTOM AFTER PAVING.

10. FALSE BOTTOM IS TO BE CONSTRUCTED OF 1" MARINE GRADE MOISTURE-RESISTANT PLYWOOD OR CITY APPROVED EQUAL. THE PLYWOOD IS CUT TO A 4’ OR 5’ DIAMETER CIRCLE TO FIT THE BOTTOM AND THEN CUT IN HALF. THE FALSE BOTTOM IS THEN PLACED IN THE MANHOLE WITH THE SEAM CROSSING THE FLOW OR IN SUCH A MANNER TO PROTECT THE SEWER SYSTEM FROM ANY DEBRIS.

11. FALSE BOTTOM IS TO BE PLACED ON BLOCKS AT A MINIMUM OF 1” ABOVE ALL SEWAGE INLETS TO THE MANHOLE. FALSE BOTTOM SHALL BE CONNECTED TO THE BLOCKS VIA NAILS OR STAPLES TO PREVENT THE BLOCKS FROM FALLING INTO THE SEWAGE FLOW. BLOCKS SHALL NOT OBSTRUCT ANY PART OF THE SEWAGE FLOW.

12. ALL DEBRIS SHALL BE REMOVED FROM MANHOLE PRIOR TO CONSTRUCTING FALSE BOTTOM. ALL DEBRIS SHALL BE REMOVED FROM MANHOLE EACH TIME THE MANHOLE IS WORKED ON.

13. FALSE BOTTOMS MUST BE APPROVED BY THE CITY PRIOR TO INSTALLATIONS.

14. ANY DAMAGE TO THE SEWER PIPE, OVERFLOWS, BLOCKAGES, OR FAILURES OF FALSE BOTTOMS SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR.
Traffic Box
Caltrans No. 6T State Specs

Steel Checker Cover
No. B1730-51JH
111 lbs.

Traffic Box
No. B1730 BOX
268 lbs.

A high density reinforced concrete box with non-settling shoulders positioned to maintain grade and facilitate back filling. Head-Head Bolts are included with Box. Approximate dimensions and weight shown.

<table>
<thead>
<tr>
<th>Oldcastle Ordering Code</th>
<th>Item</th>
<th>Approx. Shipping Weight</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1730BOX</td>
<td>BOX</td>
<td>268 lbs.</td>
<td>B1730 Utility Box (17&quot; x 30&quot;) H/20 Loading w/ Bolts – 6 per pallet</td>
</tr>
<tr>
<td>B1730-51JH</td>
<td>COVER</td>
<td>111 lbs.</td>
<td>Steel Checker Plate, H/20, Bolt Down</td>
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<td>B1730-51JHG</td>
<td>COVER</td>
<td>221 lbs.</td>
<td>Galvanized Steel Checker Plate, H/20, Bolt Down (black in color)</td>
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<tr>
<td>B1730-51GH</td>
<td>COVER</td>
<td>112 lbs.</td>
<td>Steel Checker Plate, H/20 with 8&quot; x 12&quot; Reading Lid (silver in color)</td>
</tr>
<tr>
<td>B1730x12</td>
<td>EXTENSION</td>
<td>250 lbs.</td>
<td>12&quot; Reinforced Concrete H/20 Loading – 6 per pallet</td>
</tr>
<tr>
<td>B36SL</td>
<td>SLAB</td>
<td>108 lbs.</td>
<td>Reinforced Concrete (20&quot; x 34&quot;)</td>
</tr>
</tbody>
</table>

Galvanizing available on all steel covers.
THE LETTER "S" SHALL BE RAISED 3/16"

ACCESS COVER
NOT TO SCALE

SECTION D-D
NOT TO SCALE

SECTION C-C
NOT TO SCALE

DEPARTMENT OF PUBLIC WORKS
DIRECTOR OF PUBLIC WORKS
DATE

CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS

TERMINAL CLEANOUT STRUCTURE
TYPE 'A'

STANDARD PLAN NO.
SV 40-160
SHEET 2 OF 3
NOTES:

1. PIPE AND FITTINGS, EXCEPT AS OTHERWISE SHOWN HEREON, SHALL BE OF THE SAME MATERIAL AS THE SEWER, UNLESS APPROVED ADAPTERS ARE UTILIZED. PIPE MAY BE ANY OF THE FOLLOWING:
   - DUCTILE IRON
   - P.E. PIPE
   - P.V.C. PLASTIC PIPE.

2. PIPE AND FITTINGS SHALL BE PROPERLY ALIGNED AND MAINTAINED WHILE CONCRETE IS BEING PLACED AND CURED. JOINTS FOR PIPES AND FITTINGS SHALL BE MADE PRIOR TO PLACING CONCRETE. CONCRETE FOR BEDDING, ENCASEMENT, AND WALL SUPPORT FOR PIPES AND FITTINGS SHALL BE PLACED UNIFORMLY AROUND THE PIPE AND FITTINGS AS SHOWN HEREON TO MAINTAIN PROPER ALIGNMENT, AND SHALL BE CLASS 450–C–2000.

3. THE ACCESS FRAME, COVER AND CAP SHALL NOT BE PUNCHED OUT.

4. THE CONTRACTOR, MAY PLACE EITHER CIRCULAR OR SQUARE CONCRETE PIPE WALL SUPPORTS AS SHOWN.
NOTES:

1. PROVIDE VALVE STEM EXTENSION WHEN DEPTH TO OPERATING NUT EXCEEDS 3'-0'.
   a. FABRICATE EXTENSION TO FIELD MEASUREMENT.
   b. GALVANIZE EXTENSION AFTER FABRICATION.
   c. USE 1 -1/4" Ø STD PIPE FOR EXTENSION FOR 10" AND SMALLER VALVES.
   d. USE 1 -1/4" Ø EXTRA STRONG PIPE FOR EXTENSION FOR 12" AND LARGER VALVES.

2. COAT CAST IRON VALVE BOX ASSEMBLY WITH BITUMEN PAINT.

3. UNLESS OTHERWISE SPECIFIED, PROVIDE WAX TAPE PER AWWA C217 ON ALL BURIED STEEL PIPE, VALVES, FITTINGS, AND APPURTEANCES UNLESS THEY ARE CEMENT MORTAR COATED.
ALHAMBRA FNDY. VANDAL PROOF MANHOLE FOR 36" COVER USE NO. A-1251-B-6 OR EQUAL. FOR 42" COVER USE NO. A-1324 W/BOLTED INNER (4 BOLTS) AND OUTER (8 BOLTS) FRAMES AND PICKHOLES FOR BOTH INNER AND OUTER COVERS.

C.I. COVER FOR BROOKS PRODUCTS CO. CONCRETE METER BOX NO. 367 OR EQUAL FOR OFF ROAD USE ONLY. IN TRAFFIC AREAS, USE MANHOLE RINGS W/CONC. RINGS.

LETTERS IN "BLOW-OFF" TO BE SAME SIZE AND TYPE AS IN THE TYPICAL IDENTIFICATION.

1/2" X ½" STAINLESS STEEL BOLTS (8).

LETTERS IN "AIR VALVE" TO BE SAME SIZE AND TYPE AS IN THE TYPICAL IDENTIFICATION.

C.I. VALVE BOX COVER WITH 4" SKIRT SIMILAR AND EQUAL TO ALHAMBRA FOUNDRY NO. A29608 FOR 8" VALVE BOX OR NO. A29610 FOR 10" VALVE BOX.

1/2"Ø CORED PICK HOLE.

TEXT HEIGHT 1".

CAST IRON COVER IDENTIFICATION DETAILS.

REVISION DATE
5 11/10 PAI ADDED PICK HOLE
4 11/28 PAI ADDED 42" COVER
5 10/11 PAI ADDED PICK HOLE

CALLEGUAS MUNICIPAL WATER DISTRICT

STANDARD DRAWINGS IDENTIFICATION DETAILS FOR CAST IRON COVERS

Dwg NO 603

THOUSAND OAKS CALIFORNIA

155
IMPROVED UNIMPROVED

EXIST PAVEMENT
REMOVE Precast MH RINGS AND ORIGINAL GROUT/BRICK & MORTAR AS REQUIRED

EXISTING VAULT/MANHOLE ROOF, PROTECT IN PLACE. SEE NOTE 1

REMOVE GROUT & CONCRETE AROUND MH FRAME. CLEAN FRAME OF ALL CEMENTITIOUS MATERIALS AND REMOVE LOOSE RUST AND DEBRIS/CONCRETE WITH A STIFF WIRE BRUSH

GROUND SURFACE

CLEAN GROOVE

DEMOLITION OF EXISTING GRADE RINGS

PLACE GROUT MORTAR OR GROUT MORTAR & BRICK UNDER AND AROUND MH FRAME, SEE NOTE 3

INSTALL SQUARE CONCRETE COLLAR. W/#4@ 12" IN MIDDLE EW IN SLAB, SEE NOTE 6, TYP

NEW OR EXISTING MH FRAME AND COVER, SEE NOTE 2

12" TYP.

NEW PAVEMENT

GROUT UNDER MANHOLE FRAME, SEE NOTE 4

MINIMUM 6" MIN

NEW OR EXISTING MH RING(S)

EXISTING VAULT/MANHOLE

RESETTING MH

NOTES:
1. IF LOWERING OF MANHOLE INTERFERES WITH TOP OF THE MANHOLE/VAULT ROOF, CONTRACTOR SHALL NOTIFY OWNER PRIOR TO START OF ANY DEMOLITION WORK.
2. CONDITION OF MANHOLE FRAME AND COVER SHALL BE EVALUATED BY THE OWNER TO DETERMINE WHETHER TO REPLACE OR REUSE. NEW MANHOLE COVERS SHALL BE IN ACCORDANCE WITH STANDARD DRAWING 603.
3. GROUT SHALL BE 5,000 PSI. QUICK SETTING GROUT MAY BE USED IF STANDARD GROUT SET TIME IS NOT AVAILABLE. BRICK USED SHALL BE CONCRETE BRICK WITH A MINIMUM 1,900 PSI COMpressive STRENGTH AND SHALL BE COMPLETELY ENCAPSULATED WITH 1" MIN GROUT. WHERE REQUIRED BY THE AGENCY HAVING JURISDICTION, SET TOP OF GROUT BELOW FINISHED SURFACE (HEIGHT TO BE DETERMINED BY AGENCY HAVING JURISDICTION) FOR PAVEMENT PLACEMENT.
4. MINIMIZE THE HEIGHT OF GROUT MORTAR USED BENEATH MANHOLE FRAME FLANGE, INSTALL THE GRADE RINGS TO MAINTAIN A GAP AS CLOSE TO 1 INCH AS POSSIBLE BETWEEN THE BOTTOM OF THE MANHOLE FRAME FLANGE AND TOP OF THE PRECAST RING. CONCRETE BRICK FILLER MAY BE USED FOR 4" OR GREATER GAPS, SEE NOTE 3. INSTALL PRECAST RINGS AS REQUIRED. THE MINIMALLY AVAILABLE SIZES OF PRECAST RINGS TO BE USED ARE AS FOLLOWS:
   • 3" HIGH – 24"Ø, 36"Ø
   • 4" HIGH – 24"Ø, 36"Ø
   • 6" HIGH – 24"Ø, 36"Ø, 42"Ø
   • 12" HIGH – 24"Ø, 36"Ø, 42"Ø
5. LOWER HEIGHT MAY BE REQUIRED IF MANHOLE IS NEAR ROADWAY OR OTHER TRAVELED WAY. CONTRACTOR SHALL OBTAIN INSTRUCTION FROM OWNER PRIOR TO Resetting MANHOLE.
6. DEPTH TO TOP OF CONCRETE PAD IN PAVED/IMPROVED AREAS SHALL BE 1 1/2" UNLESS OTHERWISE REQUIRED BY THE AGENCY HAVING JURISDICTION.
STANDARD PARKING CURBS
WHEEL STOP OR PARKING BUMPERS
MODELS S-48 AND S-72

MODEL S-48
USE #4 BAR ANCHOR PINS, 14" LONG

MODEL S-72

SECTION A-A (TYPICAL)

#3 REINFORCING BAR, TYP.

"OUR MOST POPULAR MODEL PARKING CURBS"

<table>
<thead>
<tr>
<th>MODEL</th>
<th>LENGTH</th>
<th>WEIGHT</th>
<th>WT. PER PALLET</th>
<th>No. PER PALLET</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-48</td>
<td>4'0&quot;</td>
<td>124 LBS.</td>
<td>3810 LBS.</td>
<td>36*</td>
</tr>
<tr>
<td>S-72</td>
<td>6'0&quot;</td>
<td>186 LBS.</td>
<td>3900 LBS.</td>
<td>24*</td>
</tr>
</tbody>
</table>

*SAVE ON PALLET QUANTITIES

FOR COMPLETE DESIGN AND PRODUCT INFORMATION CONTACT JENSEN PRECAST.

1/5/2009
STANDARD PARKING CURB_B.DWG
©2009

Jensen Precast reserves the right to make changes to product design and/or dimensions without notice. Please contact Jensen Precast whenever necessary for confirmation or advice on product design.
APPENDIX C

Encroachment Permit Forms/Requirements
And
Temporary Hydrant Meter/Construction Water Permit
ENCROACHMENT APPLICATION AND PERMIT

Department of Public Works

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>
<thead>
<tr>
<th>Permittee</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
</tbody>
</table>

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

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 subcontractors 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.

Signature of Permittee

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 ________ and ending ________ 20______

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:

Guarantees/Deposits

<table>
<thead>
<tr>
<th>Description</th>
<th>Date Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond/Deposit</td>
<td>$ ________</td>
</tr>
<tr>
<td>Permit Fee</td>
<td>$ ________</td>
</tr>
<tr>
<td>Inspection Fee</td>
<td>$ ________</td>
</tr>
<tr>
<td>Other Fees</td>
<td>$ ________</td>
</tr>
<tr>
<td>Total Fees</td>
<td>$ ________</td>
</tr>
</tbody>
</table>

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

OK to Issue. Must notify Inspector at least 48 hours prior to starting work.

By ___________________________ Date ________________

(805) 583- ________ Phone No.

Graphics (New 12/14)
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)
APPLICATION FOR A TEMPORARY HYDRANT METER
Updated 16 February 2020, Effective 3 February 2020

Applicant Information

Name:
Address, City, State, Zip:
Phone:
Email:
Field Contact and Number (if different from above)

Project Information

Project Location and Description:
Requested Meter Location:
Requested Installation Date:

Deposits and Fees, Due at Time of Application

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter and Valve Deposit</td>
<td>$500.00</td>
</tr>
<tr>
<td>Water Prepayment Deposit</td>
<td>$1,166.00</td>
</tr>
<tr>
<td>Meter Setting Charge</td>
<td>$205.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,871.00</strong></td>
</tr>
</tbody>
</table>

Fees; Daily and Based on Usage (per meter – billed every two months)

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter Charge, per day (approximate)</td>
<td>$14.01</td>
</tr>
<tr>
<td>Water Charge, per Billing Unit (1 Billing Unit = 100 CF = 748 Gallons)</td>
<td>$3.85</td>
</tr>
<tr>
<td>Lift Charge, per Billing Unit, per Lift</td>
<td>$0.13</td>
</tr>
<tr>
<td>Meter Relocation Charge</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

Terms and Conditions:

1. Following the submittal of this application and payment of fees, the Waterworks District will typically install the meter within two business days.
2. The Applicant is responsible for meter care and protection from vandalism/damage.
3. The Applicant can submit a request to have the Waterworks District move the meter to a different location, which can typically be completed within two business days. A meter setting charge will be applied each time the meter is moved/reinstalled.
4. Applicant shall not tamper with, remove or relocate the meter.
5. Use of water withdrawn from the hydrant is limited to the specific purpose described above.
6. The Waterworks District reserves the right to remove a meter and revoke Applicant’s water use privilege without prior notice.
7. Upon project conclusion, Applicant must contact Customer Service at (805) 583-6736 to close the account. Waterworks District staff will retrieve the meter, and send a final statement by mail.
8. As required by the District, applicant shall install a District approved backflow prevention device.
9. Applicant’s signature below signifies Applicant’s understanding and agreement with the Terms and Conditions.

Applicant’s Authorized Signature: ___________________________ Date: __________________

**WWD: Forward a copy of the payment receipt to the Meter Shop, Customer Service, and Operations**
G:\PW\SanWaterEng\Water\ReferenceDocuments\Forms\TemporaryHydrantMeterApplication.docx
APPENDIX D

Release on Contract
And
Contractor’s Affidavit of Payment
RELEASE ON CONTRACT

PROJECT NAME: FY 2019-20 PAVEMENT REHABILITATION AT TRANSIT MAINTENANCE FACILITY, CP960423,

SPECIFICATION NO.: SV 19-11

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 _________________, 2019.

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

________________________________________________________

Contractor

By __________________________________________

Title _________________________________________

________________________________________________________

By __________________________________________

Title _________________________________________
CONTRACTOR’S AFFIDAVIT OF PAYMENT

PROJECT NAME: FY 2019-20 PAVEMENT REHABILITATION AT TRANSIT MAINTENANCE FACILITY, CP960423

SPECIFICATION NO.: SV 19-11

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 E

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 City of Simi Valley and understands and agrees that 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

registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Simi Valley.

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 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 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, with draws 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 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,” 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, 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.

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, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the contractor agrees to comply, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) 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.

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 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.


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)

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.

vi. 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.

<table>
<thead>
<tr>
<th><strong>Contractor to Complete this Section</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Local Agency Name: ____________________________</td>
<td></td>
</tr>
<tr>
<td>2. Project Description: ____________________________</td>
<td></td>
</tr>
<tr>
<td>3. Project Location: ____________________________</td>
<td></td>
</tr>
<tr>
<td>7. Total Dollar Amount for <strong>ALL</strong> Subcontractors: ____________________________</td>
<td>8. Total Number of <strong>ALL</strong> Subcontractors: ____________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>DBE Commitment Information</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Bid Item #</td>
<td>10. Description of Work, Service or Materials Supplied and NAIC(s)</td>
</tr>
<tr>
<td>____________________________</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Local Agency to Complete this Section</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>20. Local Agency Contract Number: ____________________________</td>
<td></td>
</tr>
<tr>
<td>21. Federal-aid Project Number: ____________________________</td>
<td></td>
</tr>
<tr>
<td>22. Contract Award Date: ____________________________</td>
<td></td>
</tr>
<tr>
<td>Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: ____________________________</td>
<td></td>
</tr>
<tr>
<td>23. Local Agency Representative Signature</td>
<td>24. Date</td>
</tr>
<tr>
<td>____________________________</td>
<td>____________________________</td>
</tr>
<tr>
<td>25. Local Agency Representative Name (Print)</td>
<td>26. Phone</td>
</tr>
<tr>
<td>____________________________</td>
<td>____________________________</td>
</tr>
</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.

15. Preparer’s Signature ____________________________

16. Preparer’s Name (Print) ____________________________

17. Preparer’s Title ____________________________

18. Date ____________________________ 19. (Area Code) Tel. No. ____________________________
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) or 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.
CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, ____________________________ 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 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 grantees 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:** FY 2019-20 Pavement Rehabilitation at Transit Maintenance Facility, CP960423  
**Specification No:** SV 19-11, **Federal Award Identification Number (FAIN):** CA-2017-136-00

**Bidder/Offeror:** ___________________________ **IFB No.:** __________

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>Check the box below for your firm’s annual gross receipts last year:</td>
</tr>
</tbody>
</table>
| □ Yes □ No            | □ Less than $1 million  
|                      | □ Less than $5 million  
|                      | □ Less than $10 million |
|                      | □ Less than $15 million |
|                      | □ More than $15 million |

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>
<tr>
<td>Is the firm currently certified as a DBE under 49 CFR Part 26?</td>
<td>Yes</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>□ No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ Less than $5 million</td>
</tr>
<tr>
<td></td>
<td>□ Less than $10 million</td>
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<tr>
<td></td>
<td>□ Less than $15 million</td>
</tr>
<tr>
<td></td>
<td>□ More than $15 million</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>
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<tr>
<th>Firm Name</th>
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<td>(    )</td>
</tr>
</tbody>
</table>

Type of work/services/materials provided:

Number of years in business:

Contact Person:

Title:

Is the firm currently certified as a DBE under 49 CFR Part 26? □ Yes □ No

Check the box below for your firm’s annual gross receipts last year:

□ Less than $1 million
□ Less than $5 million
□ Less than $10 million
□ Less than $15 million
□ More than $15 million

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.