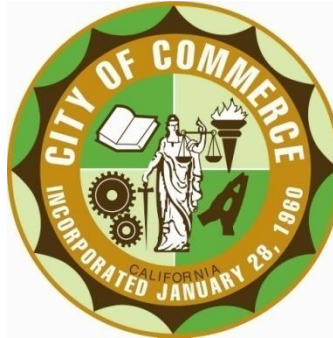


ATTACHMENT

**PLANS, SPECIFICATIONS AND
CONTRACT DOCUMENTS**

**CITYWIDE WAYFINDING VEHICULAR
DIRECTIONAL SIGNS PROJECT**



CITY OF COMMERCE

2535 COMMERCE WAY
COMMERCE, CA. 90040
TEL: (323) 722-4805

Prepared Under the Supervision of:

Maryam Babaki, P.E.
Director of Public Works and Development Services
City Engineer

Prepared and Issued by:

Public Works and Development Services Department
Engineering Division

Date Issued:

July 2, 2019

Plans, Specifications and Contract Documents approved by:

Maryam Babaki, P.E., Public Works & Development Services Director

Date

BIDS DUE: Tuesday, July 23, 2019 at 2:00 PM

Non-Mandatory Pre-Bid Meeting: N/A

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TABLE OF CONTENTS

CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGNS PROJECT

Item

SECTION A. INSTRUCTIONS

00010	Table of Contents
00100	Notice Inviting Sealed Bids
00200	Instructions to Bidders

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

SECTION B. BIDDER'S PROPOSAL

00410	Bid Proposal Form
00430	Bid Bond Form
00431	Proposed Subcontractors Form
00450	Bidder Qualification Form
00451	Bidder Information Form
00453	Non-Collusion Affidavit

SECTION C. SPECIFICATIONS

Part 1	General Provisions
Part 2	Special Provisions

SECTION D. APPENDICES

Appendix A	Sample Contract to be Executed
Appendix B	Vehicular Directional Sign Locations

SECTION 00100

NOTICE INVITING SEALED BIDS

PUBLIC NOTICE IS HEREBY GIVEN that the CITY OF COMMERCE, referred to as "CITY", invites sealed bids for the above stated project and will receive such bids at Commerce City Hall in the Office of the City Clerk, 2535 Commerce Way, Commerce, California 90040, up to the hour of **2:00 PM** on **Tuesday, July 23, 2019**, at which time they will be publicly opened and read aloud. Late proposals will not be considered.

1. BID DOCUMENTS:

Electronic files of the Plans, Specifications and Contract Documents are available for download on the City website at: <http://ca-commerce.civicplus.com/bids.aspx> Hard copy of the bid package will not be mailed.

2. NON-MANDATORY PRE-BID MEETING:

None.

3. SCOPE OF WORK:

The work to be done consists of furnishing all labor, materials, tools, equipment and incidental for the installation of Vehicular Directional Signs at various locations Citywide as shown in **Appendix B - Vehicular Directional Sign Locations**.

4. LOCATION OF WORK:

The project is located at various locations as shown on **Appendix B - Vehicular Directional Sign Locations**.

5. SCHEDULE OF WORK:

In accordance with the Standard Specifications, and/or as may be provided for within the herein Special Provisions, after notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed Construction Schedule. At a scheduled date prior to commencement of work, the Contractor and all subcontractors shall attend a pre-construction conference at the City Hall.

Total construction duration is **90 working days (including long lead time material procurement)**. Please see Section A.00200 – Instructions to Bidders for the project schedule.

6. ESTIMATED COST OF WORK:

Estimated cost is in the range of **\$110,000**.

7. BID BOND:

Bids must be accompanied by a bid bond, made payable to the City of Commerce for an amount no less than ten percent (10%) of the bid amount.

8. CONTRACTORS LICENSE:

Contractor shall have a valid California General Contractor License, Class A, General Engineering Contractor, or, Class C45, Sign Contractor at the time of bid, at the time of award and during the performance of the work.

9. FEDERALLY FUNDED PROJECT:

This is not a Federally Funded Project.

10. DBE:

This project does not have a mandatory DBE participation (this is not a federally funded project.) However, the City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

Any contract entered into pursuant to this notice shall become effective or enforceable against the City only when the formal written contract has been duly executed by the appropriate officers of the City. The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of sixty (60) calendar days.

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

This project is subject to the requirements of SB 854.

No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered.

No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]

The prime contractor will be required to post job site notices regarding Labor Code compliance as described in 8 California Code of Regulation section 16451(d).

11. CALIFORNIA PREVAILING WAGE

Bidder agrees to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 to the performance of its work on this project. Specifically, the Bidder agrees to:

1. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.
2. Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter.
3. Adhere to the compliance measures outlined in LC 1775(b) for any second tier subcontractors that the contractor chooses to use on this project.
4. If requested, submit certified payroll records to the City on a weekly basis. Records shall be provided no later than 5 days following the last day of each workweek.
5. Comply with the applicable requirements and joint apprenticeship standards as required by LC 1777.5.

Contractor shall complete and sign non-collusion affidavit form and all other required forms included in the specifications.

If there are any questions regarding this project, please contact, via e-mail:

Okan Demirci, PE
Project Manager (Consultant)
City of Commerce
E: okan.demirci@transtech.org

By order of the City Council of the City of Commerce, California

LENA SHUMWAY, City Clerk

Dated: July 2, 2019

END OF SECTION

SECTION 00200

INSTRUCTIONS TO BIDDER'S

1. GENERAL

Bidder shall examine these instructions carefully and be responsive to conditions with which must be complied with prior to bid. Bidders shall be aware of the requirements of codes referenced in the Bidding Requirements and in the Contract Documents.

2. BID DOCUMENTS

Electronic files of the Plans, Specifications and Contract Documents are available for download on the City website at: <http://ca-commerce.civicplus.com/bids.aspx> Hard copy of the bid package will not be mailed.

3. NON-MANDATORY PRE-BID MEETING

None.

4. PROPOSAL FORMS

Bids shall be submitted in writing on forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any proposal not meeting these requirements.

5. DELIVERY OF PROPOSAL

Bids must be prepared on the approved bid forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside: **"Citywide Wayfinding Vehicular Directional Signs Project – Do Not Open With Regular Mail"**. Bids may be mailed or delivered by messenger to: City of Commerce, Attn: Purchasing Division of Finance, 2535 Commerce Way, City of Commerce, California 90040. Sealed bids for the project shall be submitted on or before: **Tuesday, July 23, 2019, at 2:00 PM**. The bids will be opened in Council Chambers shortly after the due date and read aloud. Late proposals will not be considered.

6. BID BOND

Proposals must be accompanied by a proposal guarantee consisting of a bid bond payable to the City in the amount not less than ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

7. EXAMINATION OF SITE

Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the Bidder shall be held responsible to have personally examined the site, to have carefully read the

specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the specifications, site conditions and/or contract provisions.

8. PRE-BID INQUIRIES

All questions regarding this bid shall be directed via email, no later than **7 calendar days** prior to date and time and to the person specified in **SECTION 00100. NOTICE INVITING SEALED BIDS**. **It is the responsibility of the bidder to confirm transmission of correspondence.**

9. HAZARDOUS MATERIALS ABATEMENT – CERTIFICATION/REGISTRATION

If Contractor performs abatement work, Contractor must be certified for abatement work by the Contractors' State License Board and be registered by the Department of Industrial Relations, CAL-OSHA, pursuant to Title 8, California Code of Regulations, Section 341.6. If Contractor subcontracts the abatement work, Contractor need not be certified or registered for asbestos abatement, but the subcontractor must be listed in the Bid Form and must be certified by the Contractors State License Board and registered by the Department of Industrial Relations, CAL-OSHA, pursuant to Title 8, California Code of Regulations, Section 341.6.

10. AFFIRMATIVE ACTION

The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor's shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

11. CARTWRIGHT ACT REQUIREMENTS

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

12. CONSTRUCTION SCHEDULE

In accordance with the provisions of Section 6-1.1 of the Standard Specifications for Public Works Construction ("Greenbook"), latest edition, and/or as may be provided for within the herein Special Provisions, after notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed Construction Schedule. The selected Contractor shall complete the project within **90 working days (including long lead time material procurement)** for Base Bid Schedule of City's issuance of a Notice to Proceed.

The following is the project schedule showing important milestones the contractor shall adhere to:

Task No	Description	Date
1. City Task	Contract award by the City Council.	Date 1
2. City Task	City will send out Contract to Contractor for signatures.	Date 2=Date 1 + 5 working days
3. Contractor Task	Contractor shall return signed Contract with required bonds and insurances to City.	Date 3=Date 2 + 5 working days
4. City Task	City will counter sign the Contract and provide a fully executed Contract to Contractor.	Date 4=Date 3 + 5 working days
5. Joint Task	A Pre-construction meeting will be held. Contractor shall submit its project schedule to the City at the Pre-construction meeting, with project start date established based on Date 6 shown in Task 6.	Date 5=Date 4 + 5 working days
6. Scheduled Task	City will issue to the Contractor NTP 1 (Notice to Proceed 1) to commence with the procurement of poles and materials.	Date 6= Date 5 + 10 working days (Effective Date of for the start of construction)
CONSTRUCTION DURATION From the project start date established based on Date 6 shown in Task 6, the contractor shall complete the project within the working days specified in SECTION 00100. NOTICE INVITING SEALED BIDS. All tasks below shall be completed within the construction duration.		
7.1. Contractor Task	Contractor shall commence procurement of all necessary poles, materials, parts, equipment; and submit copies of Purchase Orders as a proof that the Contractor has placed all necessary purchase orders. Purchase Orders shall show date order placed, date order will be delivered. Copies of Purchase Orders shall be submitted to City within 3 working days of the date established for this task.	Date 7.1=Date 6

7.2. Contractor Task	Contractor shall complete procurement of all necessary poles, materials, parts, equipment.	Date 7.2=Date 7.1 + 50 working days <i>Note: If the work described in this task is not completed by the contractor within the required duration due to failure of contractor by placing purchase order on a timely manner, City will assess \$1,000 per calendar day as liquidated damages. If a delay is experienced from the manufacturer, the contractor shall submit an explanation and justification with backup from the pole manufacturer and vendor on a timely manner to the City for City's review and consideration for not assessing liquidated damages.</i>
7.3. City Task	City will issue to the Contractor NTP 2 (Notice to Proceed 2) to commence with the field construction. NTP 2 will be issued 10 working days prior to completion of procurement of materials as indicated in NTP 1. The 10 working day early start will allow the Contractor to commence with installation of foundation for poles, and have the foundations ready to install the poles when they arrive in 10 working days.	Date 7.3=Date 7.2 - 10 working days
7.4. Contractor Task	Contractor shall complete field construction (This date is also the completion of the project date).	Date 7.4=Date 7.3 + 50 working days <i>Note: If the work described in this task is not completed by the contractor within the required duration, City will assess \$1,000 per calendar day as liquidated damages.</i>
All durations above related to Contractor tasks shall remain the same regardless of City's completion of City tasks.		

13. WORKING HOURS

Working hours for this project will be:

Day Work: 7:00 am - 4:00 pm, Monday - Friday

No work will be allowed on City observed holidays and weekends without prior approval by Director of Public Works and Development Services. Night work is not allowed, unless directed and approved by Director of Public Works and Development Services.

14. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the bid opening

hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after the bid opening hour stipulated in the Notice Inviting Bids without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

15. IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

16. DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

17. DISCREPANCIES AND MISUNDERSTANDINGS

Before submitting a Proposal, Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed, and fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal, the cost of all items necessary in the completion of the project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Bidder might have fully informed them prior to the bidding. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job.

Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City. Should a Bidder find any ambiguity, inconsistency or error in the plans and project manual, or be in doubt as to their meaning, the Bidder shall notify the City, in writing as specified in the Notice Inviting Bids Section. Issues requiring clarification will be addressed in a written addendum response, sent to each Bidder, person or firm recorded by the City as having attended the mandatory pre-bid meeting. Any addenda issued by the City during the time of bidding are to be included in the proposal from the Bidder, and shall become a part of the Bid documents. The Bidder shall acknowledge receipt of addenda on the proposal form in the space provided.

18. SOLE SOURCE PROVISIONS

In accordance with Section 3400 of the California Public Contract Code, no materials or equipment is intended to be identified as "sole source". All material and equipment is specifically identified as is **or approved equal**. Bidders are encouraged to propose alternates for evaluation by the City as being equal to that specified in the contract documents.

19. PERMITS AND LICENSES

The Contractor's shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor's shall pay for and obtain a City Business License. Permit Fees will be reimbursed per Contact Allowance Item.

20. CONTRACTOR'S LICENSE LAW

Bidder may only bid on work for which Bidder is properly licensed by the Contractors' State License Board. No contract will be awarded to a bidder who is not licensed in accordance with the law under the provisions of Division III, Chapter 9, of the California Business and Profession Code at the time of the award.

Bidders shall comply with and require all subcontractors to comply with all Federal, State and City Contractor's License Laws and be duly registered and licensed there under as required. Joint venture Bidders must possess a joint venture license. Each party to a joint venture shall be properly licensed for the Work of this Project.

Contractor shall have a valid California General Contractor License, **Class A, General Engineering Contractor**, or, **Class C45, Sign Contractor** at the time of bid, at the time of award and during the performance of the work.

21. EMPLOYMENT OF UNDOCUMENTED ALIENS

Pursuant to Section 6101 of the Public Contract Code, the City may not award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

22. CONTRACT BONDS

The successful Bidder is required to provide and pay for a performance and a payment bond. These bonds shall cover the faithful performance (100%) of the Contract for Construction and the payment of all obligations (100%) arising there under, in such form as the City may prescribe and with such sureties as they may approve. The successful Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

The City reserves the right to reject any proposed bonding company without stating cause. In this event the successful Bidder shall provide an alternate bonding company whose selection is acceptable to the City.

Bonds shall conform to state statutes regarding performance bond and labor and material payment bond with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for Construction. The surety company shall be licensed to do business in the state in which the project is located and shall be acceptable to the City. Bond amount shall be increased to include any Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor's with written proof submitted to the City.

23. INSURANCE

All bidders must be able to provide proof with bid submittal of a minimum of **\$2,000,000** general/public liability insurance and additional **\$5,000,000** umbrella / excess liability insurance. At time of contract, the City shall be named as "additional insured" on all policies required and contractor shall provide Additional Insured Endorsement as evidence of such. The liability insurance coverage values shall be:

- Public Liability and Property Damage Insurance in an amount of not less than TWO MILLION DOLLARS (**\$2,000,000**);
- Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (**\$5,000,000**);
- Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (**\$2,000,000**);
- Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (**\$2,000,000**);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (**\$5,000,000**) shall be considered equivalent to the said required minimum limits set forth herein above.

The City of Commerce requires a separate Certificate of Endorsement that enforces the general liability statement: "Additional insured endorsement names the City of Commerce as additional insured." The certificate should indicate that their insurance is primary and noncontributory.

Proof of Worker's Compensation Insurance is required.

Automobile and lease vehicle insurance; owned, not owned and hired. Insurance to include bodily injury, sickness and death of any person and property damage owned and un-owned per occurrence.

24. SOCIAL SECURITY ACT

The successful Bidder agrees to comply with and to require all of his subcontractor's to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the "Social Security Act" and also the provisions of the act of the State Legislature approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the Contractor further agrees to indemnify and hold harmless the City of Commerce of and from any and all claims and demands made against it by virtue of the failure of the Contractor's or any subcontractor's to comply with the provisions of any or all of said acts and amendments.

25. SALES AND USE TAX

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to indemnify and hold harmless the City of Commerce of and from any and all claims and demands made against virtue of the failure of the Contractor or any Subcontractor to comply with the provisions of any or all said laws and amendments. No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

26. WAIVER OF LIENS

The successful Bidder (General Contractor) is responsible for the payment of all bills for labor and materials furnished by the subcontractor, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the City unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved. If any liens are filed against the City property, the City may, at its option, demand General Contractor immediately provide a bond in accordance with state statutes.

27. LEGAL RESPONSIBILITIES

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

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49 CFR 26.13(b): The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of contract or such other remedy as the recipient deems appropriate. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

29. AWARD OF CONTRACT TO LOWEST RESPONSIBLE BIDDER MANDATORY

The right is reserved to reject any and all bids and waive any irregularity in any bid received. Award of the Contract, if awarded, will be to the lowest responsible and responsive bidder whose Bid Form complies with all requirements prescribed. Such award, if made, will be made within 60 days after opening of bids.

If lowest responsible Bidder refuses or fails to execute the Contract, Director of Public Works and Development Services may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within 75 days after opening of bids.

If second lowest responsible Bidder refuses or fails to execute the Contract, Director of Public Works and Development Services may award the Contract to the third lowest responsible Bidder. Such award if made, will be made within 90 days after opening of bids.

The above time periods within which award of Contract may be made are subject to extension of such further period as may be agreed upon in writing between Department of Public Works and Development Services and the Bidder concerned.

When Project is segregated into more than one prime Contract, and a Bidder upon one of the prime Contracts fail or refuses to execute the Contract, then the time for award of such Contract will be extended as provided by this Article, and the time for award of each of the other segregated prime Contracts will be extended by an equivalent length of time, if required.

30. CALIFORNIA PREVAILING WAGE

Bidder agrees to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 to the performance of its work on this project. Specifically, the Bidder agrees to:

1. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.
2. Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter.
3. Adhere to the compliance measures outlined in LC 1775(b) for any second tier subcontractors that the contractor chooses to use on this project.
4. If requested, submit certified payroll records to the City on a weekly basis. Records shall be provided no later than 5 days following the last day of each workweek.
5. Comply with the applicable requirements and joint apprenticeship standards as required by LC 1777.5.

31. EMPLOYMENT OF APPRENTICES

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the Contractor's or any subcontractor's under him. The Contractor and any subcontractor under him shall comply with the requirements of said section in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section for all apprentice occupations, regardless of any other contractual or employment relationships alleged to exist.

32. SUBCONTRACTS

Bidders' attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code Section 4100, related to penalties for failure to comply with the Act by using unauthorized subcontractors or by making unauthorized substitutions. The Contractor is required to perform, with its own organization, Contract work amounting to at least 51% of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement.

Proposed subcontractor's names, a general description of the work to be performed by each subcontractor's and the dollar amount for each subcontractor shall be submitted with the bid.

END OF SECTION

BID PROPOSAL FORM

Citywide Wayfinding Vehicular Directional Signs Project

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND ATTACHMENTS AS REQUIRED

SUBMITTED BY: _____
(Bidder's Name)

In accordance with the City of Commerce's Notice Inviting Sealed Bid Proposals, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Commerce of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of Commerce's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of Commerce and this bid and the acceptance hereof may, at the City of Commerce's option, be considered null and void.

DELIVERED TO: City of Commerce
Attn: Purchasing Division of Finance
2535 Commerce Way
City of Commerce, California 90040

Bid shall be submitted in a sealed envelope and plainly marked on the outside "**Citywide Wayfinding Vehicular Directional Signs Project – Do Not Open With Regular Mail**".

BID DUE DATE: **Tuesday, July 23, 2019, at 2:00 PM.** *Late proposals will not be considered.*

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

BID SCHEDULE

To the City of Commerce City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents' relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, "Discrepancies and Misunderstandings," contained in the "INSTRUCTIONS TO BIDDERS" section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required for this contract in the City of Commerce, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedules:

BASE BID SCHEDULE					
Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
1	<p>Furnish and install wayfinding vehicular directional sign. The final color of the sign shall be determined by the City.</p> <p>Contractor shall furnish four (4) sample signs with different color options to the City before placing the final order and City will determine the final color. Sample signs are not considered as part of 46 total signs, and no additional compensation will be made for the sample signs.</p> <p>As part of 46 total signs, 4 signs shall be posted on existing Street Light Poles under Bid Item 1. Remaining 42 signs shall be posted on new posts provided under Bid Item 2.</p>	46	EA	\$	\$
2	<p>Furnish and install Standard Galvanized Steel Post with breakaway anchor and foundation (Pole locations are shown on Appendix B - Vehicular Directional Sign Locations. Final pole locations shall be approved by the City.) The cost for this item includes installing signs on the new Posts.</p>	42	EA	\$	\$
TOTAL BASE BID AMOUNT IN NUMBERS					\$

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

TOTAL BASE BID AMOUNT IN WORDS: _____

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Base Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: _____

Date of Inspection: _____

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

REQUIRED DOCUMENTS

- ☐ BID PROPOSAL FORM
- ☐ BID BOND FORM
- ☐ PROPOSED SUBCONTRACTORS FORM
- ☐ BIDDER QUALIFICATION FORM
- ☐ BIDDER INFORMATION FORM
- ☐ NON COLLUSION AFFIDAVIT
- ☐ ONE ORIGINAL and TWO COPIES

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

SIGNATURE

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals.

Legal Name of Bidder: _____

Federal I.D. No.: _____ Contractor's License No.: _____

License Expiration Date: _____ License Classification: _____

Business Address _____
(Street and/or P.O. Box)

(City) (State) (Zip)

E-Mail Address: _____

Business Telephone No.: _____ Facsimile No.: _____

SIGN HERE -----> _____
Signature of Bidder - Print Name and Title of Bidder

Executed this _____ day of _____, 20__ at _____, California.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

END OF SECTION

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

BID BOND FORM

Citywide Wayfinding Vehicular Directional Signs Project

KNOW ALL MEN BY THESE PRESENTS
that _____

_____,
as BIDDER, AND _____,

as SURETY, are held and firmly bound unto the City of Commerce, in the penal sum of _____ dollars (\$_____), which is ten percent (10%) of the total amount bid by BIDDER to the City of Commerce for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents. THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Commerce for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Commerce. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20_____.

BIDDER* _____

SURETY* _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

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PROPOSED SUBCONTRACTORS FORM

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in its bid, the name and location of the place of business of each subcontractor who will perform work or labor or render service to the 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 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 1 percent of the Contractor's total bid; and the portion of the work which will be done by each subcontractor under this act. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor.

No	Name, address, and phone number of subcontractors, suppliers, and vendors	Name portion of work, materials, and/or equipment	Contractor's License #	DIR #	Dollar Amount	% of Total Bid Amount
1					\$	%
2					\$	%
3					\$	%
4					\$	%
5					\$	%
6					\$	%
7					\$	%

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

8		\$			%	
9		\$			%	
10		\$			%	
11		\$			%	
12		\$			%	
13		\$			%	
14		\$			%	
15		\$			%	
16		\$			%	
17		\$			%	
Total		\$			%	

Note: The prime contractor is required to perform, with its own organization, contract work amounting to at least 51% of the Contract Price.

END OF SECTION

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

BIDDER QUALIFICATION FORM

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give references which will enable the City Council to judge of his responsibility, experience, skill, business and financial standing.

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work with public agency within the past three years.

Additional pages supporting this portion of the proposal may be attached.

Reference 1			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 2			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

Reference 3			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 4			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 5			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

END OF SECTION

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

BIDDER INFORMATION FORM

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Form of Legal Entity (i.e., individual, partnership, corporation, etc.) _____

If a Corporation, State of Incorporation (i.e., Calif.) _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

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

The date(s) of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

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

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

Previous contract performance history:

Was any contract terminated previously:_____

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination:_____

Reason for termination:_____

Owner's name:_____

Owner contact person and tel. no.:_____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this _____ day of _____, 20____.

BIDDER _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC_____

END OF SECTION

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

NON-COLLUSION AFFIDAVIT FORM

_____, being first duly sworn, deposes and says
(Name of Affiant)

that he/she is _____ of _____
(Title) (Name of Bidder)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20____ at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: _____

Title: _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "B. BIDDER'S PROPOSAL"

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PART 1 – GENERAL PROVISIONS

The General Provisions which shall apply to this Contract shall be those set forth in the Standard Specifications for Public Works Construction, Latest Edition, except as amended herein, published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034, hereinafter referred to as "Greenbook".

The "Greenbook" is referred to and by this reference made a part hereof as though set forth at length. The Contractor shall comply with the "Greenbook" in addition to the general conditions set forth in these General and Special Provisions of the Contract Documents.

2-1 AWARD AND EXECUTION OF THE CONTRACT.

ADD the following SUBSECTION: **"2-1.1 REGISTRATION OF CONTRACTORS.** Only a contractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code, AND registered with the Department of Industrial Relations (DIR) to bid on public works contracts shall be permitted to submit a bid for and subsequent enter into a contract with the City for any public improvement.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any public works contract with the City unless currently registered and qualified to perform work pursuant to Section 1725.5 of the Labor Code."

2-3 SUBCONTRACTS.

ADD the following SUBSECTION: **"2-3.4 REGISTRATION OF SUBCONTRACTORS.** Only a subcontractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code, AND registered with the Department of Industrial Relations (DIR) to bid on public works contracts shall be permitted to submit a bid for and subsequent enter into a contract with the City for any public improvement."

6-9 LIQUIDATED DAMAGES.

DELETE the SECTION in its ENTIRETY and **REPLACE** with the following: "Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Liquidated damages shall accrue starting on the 1st day after expiration of the working days through the day of Contract acceptance.

The City of Commerce shall specify the amount for liquidated damages, as allowed per Public Contract Code §7203. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with SECTION 6-6 DELAYS AND EXTENSIONS OF TIME, the Contractor shall pay to the Agency, or have withheld from monies due it, \$1,000 per calendar day.

7-2 LABOR.

ADD the following SUBSECTION: **“7-2.5 COMPLIANCE MONITORING AND ENFORCEMENT.** Any contract with the City of any public improvement shall be subject to compliance monitoring and enforcement by the DIR in accordance with Section 1771.4 of the Labor Code.

9-3.2 PARTIAL AND FINAL PAYMENT

The text of Subsection 9-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last working day of each month. The Contractor will prepare the partial payment invoice with measurement of the work performed through the closure date and submit it to the City for approval.

When work is complete, the Contractor will determine the final quantities of the work performed and prepare the final progress payment, and submit it to the Engineer for approval.

It will take a minimum of thirty-five (35) calendar days from the date of approving the Contractor's invoice to make the payment to the Contractor. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents, or legal release of filed Stop Payment Notices against the Contractor. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

Five (5%) retention will be deducted from all progress payments. The Contractor will make a payment request for the retained amount, for approval by the City, upon field acceptance of the work by the City Engineer. The City Engineer upon field acceptance and receipt of the final as-built plans and any other reports or documents required to be provided by the Contractor will process a recommendation to the City Council for acceptance of the work. Not less than thirty-five (35) calendar days from the City Council acceptance of the work, the Contractor's final payment will be made provided Stop Payment Notices or other claims have not been filed against the Contractor and/or the City by material suppliers, sub-contractors, other governmental agencies, and private property owners. Until these Stop Payment Notices are released and claims are resolved the stop payment/claim amount will be withheld from the final payment.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety or equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer, or a State or Federally chartered bank, as the escrow agent, who will pay such surety to the Contractor upon satisfactory completion of the contract.

Pursuant to PCC § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, that any such election will be at the Contractor's own expense and will include costs incurred by the City to accommodate the Contractor's request.

Progress payment paid by the City as contemplated herein, will be contingent upon the Contractor submitting, in addition to any additional documents, an updated Contract Schedule, Field Quantity Sheet and Certified Payroll Records in the form prescribed by these Contract Documents. Failure of the Contractor to submit an acceptable additional documents described above will result in the City withholding partial payment, without liability to the City, until such an acceptable updated Contract Schedule is submitted. Nothing herein will allow the Contractor to suspend or slow progress of the Work.

A City Council resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and City's ability to draw from this fund, are conditions precedent to City's obligation to make payments to Contractor.

PART 2 – SPECIAL PROVISIONS

GENERAL

1. All work shall be performed in accordance with the "Standard Specifications for Public Works Construction", ("Greenbook" or "SSPWC"), Latest Edition, and all supplements; except where otherwise specified; the notes and details on the drawings; American Public Works Association Standard Plans; California Manual on Uniform Traffic Control Devices (CAMUTCD); Caltrans Standard Plans, Latest Edition; the General Provisions (Part 1); and these Special Provisions (Part 2).

2. SCOPE OF THE WORK COVERED BY CONTRACT DOCUMENTS

The work to be done consists of furnishing all labor, materials, tools, equipment and incidental for the rehabilitation of various locations Citywide as shown in **Appendix B – Vehicular Directional Sign Locations**.

3. ADDITIONAL CONTRACTORS DUTIES

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

4. CONTRACTS

Construct entire work under one contract with the City.

5. The Specifications and Drawings are complementary, and what is called for in one shall be binding as if called for in both.
6. Subsection 2-5.2, "Precedence of Contract Documents", (SSPWC), revise the order of precedence and incorporate additional items as follows:
 - 1) Permits issued by jurisdictional regulatory agencies
 - 2) Change Orders and/or Supplemental Agreements; which occurs last
 - 3) Contract/Agreement
 - 4) Addenda
 - 5) Bid/Proposal
 - 6) Special Provisions (Part 2)
 - 7) Plans
 - 8) General Provisions (Part 1)
 - 9) Standard Plans

- 10) Standard Specifications
- 11) Reference Specifications

7. DISCREPANCIES IN THE CONTRACT DOCUMENTS

Any discrepancies, conflicts, errors or omissions found in the Contract Document shall be promptly reported in writing to the Director of Public Works and Development Services or his/her designee, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the Director of Public Works and Development Services or his/her designee, and no additional payment or time shall be allowed therefor, except as provided in the Standard Specifications.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the Director of Public Works and Development Services or his/her designee. The Contractor shall be compelled to act on the Director of Public Works and Development Services or his/her designee's decision as directed. In the event the installation is not in compliance with the direction of the Director of Public Works and Development Services or his/her designee, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

In case of such discrepancies on the plan sheets, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

8. ERRORS AND OMISSIONS

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the Director of Public Works and Development Services or his/her designee. City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the Director of Public Works and Development Services or his/her designee.

9. CHANGED CONDITIONS

The plans for the work show conditions as they are believed by City Engineer to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a

representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time which incurred due to failure or negligence on its part to make such examination.

10. MARKUP

For extra work and change orders the following percentages shall apply:

a. LABOR COSTS

1. Labor markup for employer taxes standard federal/state rates: 10%
2. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost: 15%)
3. Labor overhead markup: 10%
4. Profit markup: 10%

b. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS

Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

- c. After the total amount is established by adding the above items, an additional 2% markup for INSURANCE AND BONDING COSTS will be allowed.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed

11. ALLOTTED WORKING SPACE

The Contractor shall be responsible for storing his materials and equipment and to use as work yard as necessary. The City will not allow keeping equipment, materials, vehicles, removed items, debris, etc. within this project site with no liability to the City. It shall be the responsibility of the Contractor to provide adequate fencing, security of the yard and equipment, and to restore the assigned area to its original, pre-use condition, or better, to the satisfaction of the Engineer.

12. ACCEPTANCE OF SITE

The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

13. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property per subsection 7.9 of the SSPWC.

14. SITE SECURITY AND SAFETY

The Contractor shall secure the project as well as the adjoining properties during the duration of the project.

15. SURVEY AND LAYOUT

Contractor shall verify all dimensions on the drawings and shall report to the City Representative any discrepancies before proceeding with related work. Contractor shall perform all survey and precise layout work to the satisfaction of the Director of Public Works and Development Services or his/her designee. Contractor shall establish final grades and extents for the improvements and preserve such work on as-built plans.

16. LIMITS OF WORK

Limits of work shall be the legal property boundaries of the project site unless modified by Contract limit lines indicated on the plans or as noted otherwise.

Prior to commencing work on any particular area, the Contractor shall verify and coordinate them with the Engineer to ascertain the actual limits of work.

- 17.** The Contractor is reminded that he is responsible for the control of water through the construction area, **at all times**.

18. SOLID WASTE MANAGEMENT AND RECYCLING PLAN

The contractor shall submit a Solid Waste Management and Recycling Plan to the City Manager's Office for review and approval prior to issuance of a construction permit for the project. Said plan shall indicate that the permittee/contractor shall provide documentation such as receipts from landfills, salvage and recycling facilities upon completion of the demolition/construction. Said plan shall identify:

- A. Types of materials for recycling, reuse or sorting
- B. Estimated quantities
- C. Separation requirements
- D. On site storage
- E. Transportation methods
- F. Destinations
- G. Plan manager (contractor's representative)

Prior to issuance of a construction permit, the permittee/contractor shall contact the California Integrated Waste Management Board (recycling hotline 800-553-2962) to obtain an approved recycler (processor and/or receiver) for demolition and construction waste. At the minimum the contractor shall recycle each of the following demolition and construction waste materials:

- Asphalt paving: 75%
- Concrete and concrete masonry units: 75%
- Non-lead based painted wood wastes (dimensional lumber and broken crates and pallets): 50%
- Metals: 60%
- Toilets: 75%
- Appliances: 75%
- Copper cable/wire: 50%
- Transformers and ballasts: 100%
- Fluorescent lamps: 100%
- Glass: 50%
- Unpainted gypsum board: 50%

A minimum of 50% of the total weight of the waste (demolition and construction wastes) shall be diverted from landfill.

19. REFUSE ROUTE SCHEDULE

The Contractor shall accommodate and coordinate with the City's refuse pick-up service in the project area.

The Contractor shall accommodate and coordinate with the City's street sweeping service in the project area.

20. LEGAL ADDRESS OF CONTRACTOR

The address given in the Bidder's Proposal is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered, except such notices and communications as shall be given by the City's Inspectors to the Contractor's designated Superintendent in the field. The mailing or delivering to said address of any notice, letter, or other communication, or the hand-delivery to said Superintendent, shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

B. GENERAL PROCEDURES

- 1. CITY OF COMMERCE LICENSE AND PERMIT.** The Contractor shall obtain a City Business License (Contractor shall pay for it) and a no-fee Construction Permit before commencing construction.

2. PROJECT SCHEDULE

The Contractor shall submit a Construction Schedule to the Engineer prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met. Construction Schedule shall be prepared with Critical Path Method -Microsoft Project format.

Contractor shall submit updated Project Schedule with monthly progress pay requests.

If the Contractor desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to City Engineer a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the Engineer or his/her designee, as appropriate. City Engineer may suspend all progress payments if the Contractor fails to comply.

3. NOTICE TO PROCEED

The construction date shall begin within 10 days after "Notice to Proceed" is issued by the

City to the Contractor.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work.

4. CONTRACT TIME

The date construction shall begin will be specified in a Notice to Proceed, by the date indicated in the construction schedule in INSTRUCTIONS TO BIDDERS SECTION of these specifications.

Except as otherwise provided in the Special Provisions, working hours in traffic lanes will be restricted to between the hours of 8:30 a.m. and 3:00 p.m., and, except as otherwise stated in the Special Provisions or approved by the Director of Public Works and Development Services or his/her designee, working hours for areas not affecting traffic are between 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

a. Delay in Obtaining Materials

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from the Engineer or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

b. Record Drawings

The Contractor shall maintain at the job site one (1) set of record drawings. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including

Change Order work, changed conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspector's written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

5. CONSTRUCTION STAKING

The Contractor shall be responsible for construction staking.

Unless otherwise provided in the special provision, lines and grades for the construction shall be the responsibility of the contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done under the supervision of a California licensed Land Surveyor or authorized Civil Engineer. Staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer, in writing, within 24 hours of any discrepancies, or design errors during the construction staking.

Prior to the start of construction, any Survey Monuments and Bench Marks having direct conflict with the construction shall be referenced in the field and "corner records" shall be prepared and submitted by the supervising licensed Land Surveyor, to the Engineer, on certified official record forms for filing in the office of the County Surveyor. All the Survey Monuments and Bench Marks removed and/or altered during the construction shall be reset and certified "corner records" shall be submitted by the Land Surveyor, to the Engineer prior to the final acceptance of the construction.

Unless a separate bid item is provided, the payment for surveying, construction staking, setting of the Survey Monuments and Bench Marks, preparing corner records, professional services, office and field calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all the work involved, shall be considered as included in the items of work for which the surveying work is performed, and no additional compensation will be allowed.

6. INSPECTION AND TESTING

All work covered by this Contract Documents shall be inspected by the Engineer. Request for inspection service shall be made 24 hours in advance.

All materials furnished and all work performed under the Contract shall be subject to review and approval by the Engineer or his/her designee. Such review may include mill, plant, shop, nursery, or field inspection as required. The Engineer shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

The City will provide standard progress building and public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Where required by the Building Code, specialty inspectors shall be provided by the City at no cost to the contractor. The Contractor shall request specialty inspector at least forty-eight (48) hours in advance of an anticipated inspection.

City shall perform compaction tests as required.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Engineer or his/her designee.

The Engineer will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer or his/her designee, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the authority of the Engineer shall, upon order of the Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

7. UTILITIES

- a. Before starting work, the Contractor shall verify the locations and elevations of all existing utilities by contacting Underground Service Alert at 811, at least 48 hours in advance of the work.
- b. The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.
- c. The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of performing any work within said area.
- d. The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

- e. The Contractor shall not interrupt the service function or disturb the support of any utility, such as thrust blocks, without authority from the City. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shut off unless noted otherwise elsewhere.
- f. SCE, Telephone, Gas manholes and structures such as valves, vaults & boxes shall be adjusted to grade by the respective utility owner.

Sewer and storm drain manholes and water valves shall be adjusted to grade by the Contractor.

LAC Sanitation Trunk Sewer Manhole shall be adjusted per LAC Sanitation District Procedure.

It shall be the Contractor's responsibility to notify and coordinate with affected utility companies that shall require adjustment work to their structures to grade.

- g. To minimize hazard and inconvenience to the traveling public, the Contractor shall

construct temporary AC ramps around the vertical edges of structures when they have 1" or more vertical edge to the pavement and are opened and subjected to traffic, and the Contractor shall also remove the same ramps when required for the new work to take place. The width of the ramps shall not be less than 5 feet or as approved by the engineer. The costs for the construction and removal of temporary AC ramps shall be included in the cost of cold milling and or removal of existing pavement.

- h. It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.
- i. All cost in compliance with the above requirements shall be considered included in various bid items in the Bid Schedule unless noted otherwise.

8. PUBLIC CONVENIENCE AND SAFETY

- a. The provision of Section 7-10.1 (Traffic and Access), Section 7-10.2 (Storage of Equipment and Materials in Public Streets), and Section 7-10.4 (Public Safety) all as contained in the Standard Specifications, shall be applicable to this project.
- b. At the end of the Work Day the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available wherever possible to the satisfaction of the Engineer or his/her designee.
- c. During construction the Contractor shall provide adequate access to each residence or business affected by this project to the satisfaction of the Engineer.
- d. Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the work, the Contractor shall obtain prior written approval of the Engineer.

9. SANITARY CONDITIONS

The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor shall enforce observance of the same by its employees and the employees of the subcontractor, and, if the Contractor fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.

10. AIR POLLUTION AND DUST CONTROL

The contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.

11. WATER POLLUTION CONTROL

The Contractor shall adhere strictly to Sections 7-8 and 7-10 of the Standard Specifications through the entire project. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

The following are the areas to be addressed:

1. Handle, store and dispose of materials properly.
2. Avoiding excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans.
6. Check and repair leaking equipment away from construction site.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins whenever working in their vicinity.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete or equipment onto a street
11. Catch drips from paver with drip pans or absorbent material.
12. Clean up all spills using dry methods.
13. Sweep all gutters at the end of each working day. Gutters shall be kept clean after leaving construction site.
14. Call 911 in case of a hazardous spill.
15. Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP)
16. Name a person, on site, responsible for complying with S.W.P.P.P.

CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

12. CONSTRUCTION PHASING

To provide minimum inconvenience to the public particularly the residence and business owners, occupants and the travelling public, the Contractor shall execute the project in phases and adhere to the Traffic Control Requirements below.

Prior to any work on any street the Contractor shall prepare and submit his/her phasing program to the Engineer for review and approval subject to the following requirements:

- a. Prior to any lane and/or closure, the Contractor shall notify the affected occupants five (5) days prior to any closure to allow occupants to arrange their temporary vehicle parking.

13. TRAFFIC CONTROL REQUIREMENTS

The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience to adjacent properties.

All work and materials to implement construction staging and traffic control shall comply with the California Manual of Uniform Traffic Controls Device (CAMUTCD). Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.

- a. Partial Street Closures, Detours and Barricades.

- 1.) In the partial closure of streets, the Contractor shall comply with Phasing requirements above.
- 2.) The Contractor shall notify City Engineer at least ten (10) working days before partially closing any street or alley.
- 3.) The Contractor shall notify the following agencies at least ten (10) working days before partially closing any street or alley:

Commerce Police Department (served by County Sheriff)
Commerce Fire Department (served by County Fire)

- 4.) Immediately upon completion of the construction work and opening or reopening of any street or alley, the two (2) parties above shall be notified.
- 5.) The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in Part 6 of the CA MUTCD. Flashing Arrow Sign (FAS) are required for all lane closures. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good

condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the Engineer. The Contractor will be allowed no more than one (1) work day to remove graffiti.

- 6.) Unless approved by the Engineer, all traffic lane shall be open at the end of working hours of each day.
- 7.) The Contractor shall not allow traffic to travel on natural ground, subgrade, or aggregate base material. A temporary AC pavement may be used for this reason to allow traffic.
- 8.) The Contractor shall maintain a minimum of 5 feet clearance from the edge of the lane striping to a vertical edge of 4" or greater. If the Contractor is unable to provide the minimum 5 feet, the Contractor shall have the option of using K-rail or maintain a 4:1 slope from the edge of excavation.
- 9.) To minimize hazard and inconvenience to the traveling public, the Contractor shall construct temporary AC ramps around the vertical edges of structures when they have 0.5" or more vertical edge to the pavement and are opened and subjected to traffic, and the Contractor shall also remove the same ramps when required for the new work to take place. The width of the ramps shall not be less than 5 feet or as approved by the Engineer. The costs for the construction and removal of temporary AC ramps shall be included in the cost of cold milling and or removal of existing pavement.
- 10.) All excavations shall comply with and the Contractor's attention hereby is directed to the following supplemental requirements for STREET EXCAVATIONS.
 - a.) Maintain the surface of the backfill or of the temporary pavement at an elevation equal to that of the adjoining street surface and in a manner safe for vehicles and pedestrian traffic.
 - b.) Place and maintain barriers at each end of excavation, cut or fill and at such places along the excavation, cut or fill as may be necessary to prevent accidents, but with a maximum interval of one hundred (100) feet; and shall place and maintain a sign on every such barrier with letters not less than three (3) inches in height, which sign shall state the name of the person making the excavation.
 - c.) Place and maintain warning lights at each end of such excavation, cut or fill and at intervals of not less than fifty (50) feet along the sides thereof from sunset each day to sunrise of the next day. A fee of Ten Dollars (\$10.00) per day shall be charged such person for each barricade or warning light placed or replaced by the City where this Article is violated by the absence of said barricades or warning lights.

- d.) Place and maintain any and all signs, warning signs, detour signs and/or directional signs as required by the project specifications or as required by the Engineer or his/her designee. A fee of Ten Dollars (\$10.00) per day shall be charged such person for each such sign placed or replaced by the City where this Article is violated by the absence of said signs.
 - e.) In the event any temporary or sub-paving is provided and traffic is allowed to drive upon such temporary sub-paving, all striping or other pavement markings which existed in that location prior to the start of work shall be replaced or changed as required by the City Engineer. A fee of Ten Dollars (\$10.00) per square foot of paint and Five Dollars (\$5.00) for each raised marker shall be charged such person for any traffic striping or pavement markings maintained or replaced by the City where this Article is violated by the absence of said striping and markings. All traffic control devices shall conform to the latest edition of the State of California Traffic Manual.
- 11.) Maintain a telephone or telephones numbers where the Contractor or representative can be reached twenty-four (24) hours a day and shall leave the number of such telephone or telephones with the City Engineer and the Watch Commander of the City of Commerce Police Department.
 - 12.) Maintain safe crossings for vehicle and pedestrian traffic at all street intersections and shall maintain safe crossing for pedestrians along such excavations, cut or fill at intervals of not less than six hundred (600) feet.
 - 13.) Place all materials excavated compactly alongside the trench and in such a manner as to cause as little inconvenience as possible to vehicle and pedestrian traffic. If such street is not wide enough to hold the excavated material without the use of the adjacent sidewalk, such person shall erect a tight board fence upon and along such sidewalk and maintain thereon a passageway for pedestrian traffic at least four (4) feet in width.
 - 14.) Maintain all adjacent gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1) foot in width measured from the face of such curb at the intersection of the curb and the street; and whenever a gutter crosses an intersecting street, shall provide and maintain an adequate waterway.
 - 15.) Provide access from the street to all fire hydrants and water gates and to abutting property owners unless their consent to the contrary is first obtained.
 - 16.) Keep at least one-half (1/2) of the street open at all times for vehicular traffic.
- b. Minimum Requirements for Maintaining Traffic Flow.
 - 1.) The Contractor shall maintain one minimum ten foot traffic lane of traffic in each

direction.

- 2.) Driveways - The Contractor shall maintain access to each driveway at all times unless other arrangements have been made with each property owner, subject to approval by the Engineer.
- 3.) Reduction in lane requirements may be afforded only with the prior written approval of the Engineer.
- 4.) Traffic signs, flaggers, warning devices, safety traffic devices and electronic arrow board for diverting and directing traffic shall be furnished, installed and maintained by the Contractor through the project. Arrow boards and other devices must comply with the City of Commerce requirements for nighttime noise standards at adjacent private property lines.
- 5.) If permanent pavement markings cannot be restored by the end of the work shift in which they were obliterated, temporary markings shall be provided by the Contractor prior to leaving the job site on all streets except any street closed to through traffic. These temporary markings shall be as follows:

Temporary lane lines and/or centerlines shall consist of day/night reflectorized raised pavement markers, approved by the City of Commerce, spaced approximately 24' apart.

Where approved by the Engineer, the Contractor may use reflectorized lines approximately 24" long and 4" wide, spaced approximately 24' apart.

Right edge lines shall not be simulated with dashes or pavement markers; however, portable delineators, guide markers, etc., may be used by the Contractor where it is considered desirable to enhance the edge of traveled way due to curvilinear alignment, narrowing pavement, etc., and shall be used when directed by the Engineer. The Contractor shall be responsible to periodically review the construction area at night to insure all lights are properly placed and operable.

Locations where no-passing zone centerline delineation has been obliterated shall be posted by the Contractor with a sign package consisting of a C18 (23) "ROAD CONSTRUCTION (WORK) AHEAD" and R63 "DO NOT PASS".

All temporary pavement markings and signs shall be maintained, or replaced as necessary by the Contractor, until permanent pavement markings are restored.

c. Holiday Period.

No reduction in the number of lanes or in lane widths on any street shall be permitted during any holiday period.

d. Temporary No Parking Signs.

The Contractor is responsible to post "Temporary No Parking" signs at least 5 working days in advance of the first date of enforcement. The City shall be informed before posting of signs.

Parking will be restricted only for the minimum time necessary to complete on-going work.

e. Payments to Contractor and Claims

All Cost for complying with the traffic control requirements shall be considered included in various items of the bidding schedule.

14. CLEARING AND GRUBBING

a. Clearing and grubbing shall conform to the requirements of Section 300-1 "Clearing and Grubbing", (SSPWC). The Contractor shall incorporate the following exceptions, additions, or deletions to the noted Section:

b. Subsection 300-1.3.1, "Removal and Disposal General", add the following:

1.) All material removed from the project shall be considered the property of the Contractor and shall be disposed of at the Contractor's expense in a legal manner outside the property unless noted otherwise elsewhere in the Contract Documents. The Contractor shall strictly adhere to the requirements of Section 300-1.3.1 and 300-2.6 of the Standard Specifications to avoid, to the fullest extent possible, contamination of any drainage system. Removals shall include, but not be limited to, all excess excavation material, and all miscellaneous items to be removed on the project as shown on the Plans and directed by the Engineer.

a.) Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.

b.) Limits. The Contractor shall meet with the Inspector prior to making removals to verify the limits of removals and the locations of joins, to establish smooth joins and to assure proper drainage. The Contractor may make minor changes in the location of joins and the limits of removals, provided a smooth join and proper drainage shall be achieved and it has obtained prior written approval from the Public Works Director or his/her designee.

2.) Prior to any removal the Contractor shall also perform the following and submit them to the Engineer:

- a.) Identify and prepare inventory of all affected utility manholes, valves and structures to include names and utility owners.
- b.) Record all affected roadway pavement markings, striping, and traffic loops to include type and location by topographic survey.
- 3.) All materials indicated to be removed and recycled shall be done immediately at the CONTRACTOR's expense at a site approved by the Engineer, per the requirements highlighted in of the Contract Documents. No demolished materials shall be stored in the Work Area or Staging Area at any time, but instead shall be removed and recycled immediately.
- 4.) Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- 5.) Existing base may be reused if it conforms to the requirements of the Standard Specifications.
- 6.) Miscellaneous Removals and Relocations. This item shall include all removals not specifically listed in the Bidder's Proposal or otherwise covered by these Specifications such as all necessary relocations and restorations of valve covers, manholes adjustment to grades and other items, whether shown on the Plans or not, and as necessary to complete the improvements. Contractor shall be responsible to review the project site prior to bidding and to include all such work, whether or not shown on the plan, in its bid prices for this item and no additional compensation will be allowed.
- 7.) Limits. The Contractor shall meet with the Inspector prior to making removals to verify the limits of removals.
- c. Subsection 300-1.3.2.c), "Concrete Curb, Gutters, Cross Gutters, Driveways, and Alley Intersections", (SSPWC), delete 1st sentence and replace by the following:

Concrete shall be removed to a neatly sawed edges with saw cuts full depth.

15. UNCLASSIFIED EXCAVATION

- a. Unclassified excavation shall conform to the requirements of Section 300-2, "Unclassified Excavation" (SSPWC)
- b. Full compensation to comply with the requirements of this subsection which will include but not limited to the notification, coordination, protection and adjustment of utilities, removal, hauling, disposal and processing of AC and base material shall be paid under applicable bid item in the Bid Schedule.

Bid Item 1 – Furnish and install wayfinding vehicular directional sign. The final color of the sign shall be determined by the City. Contractor shall furnish four (4) sample signs with different color options to the City before placing the final order and City will determine the final color. Sample signs are not considered as part of 46 EA total signs, and no additional compensation will be made for the sample signs.

All material, mounting hardware and components for signing and installation thereof, shall be new and conform to the current edition of California Manual on Uniform Traffic Control Devices, Caltrans Standard Plans and Standard Specifications, Section 56, "Signs" except as noted in the Special Provisions and on the Plans.

As part of 46 total signs, 4 signs shall be posted on existing Street Light Poles under Bid Item 1. Remaining 42 signs shall be posted on new posts provided under Bid Item 2.

Submittal:

The Contractor shall provide submittals for the above system per Subsection 2-5.3, "Submittal" of the SSPWC, based on the specifications provided on the following pages and in these specifications and all applicable standards.

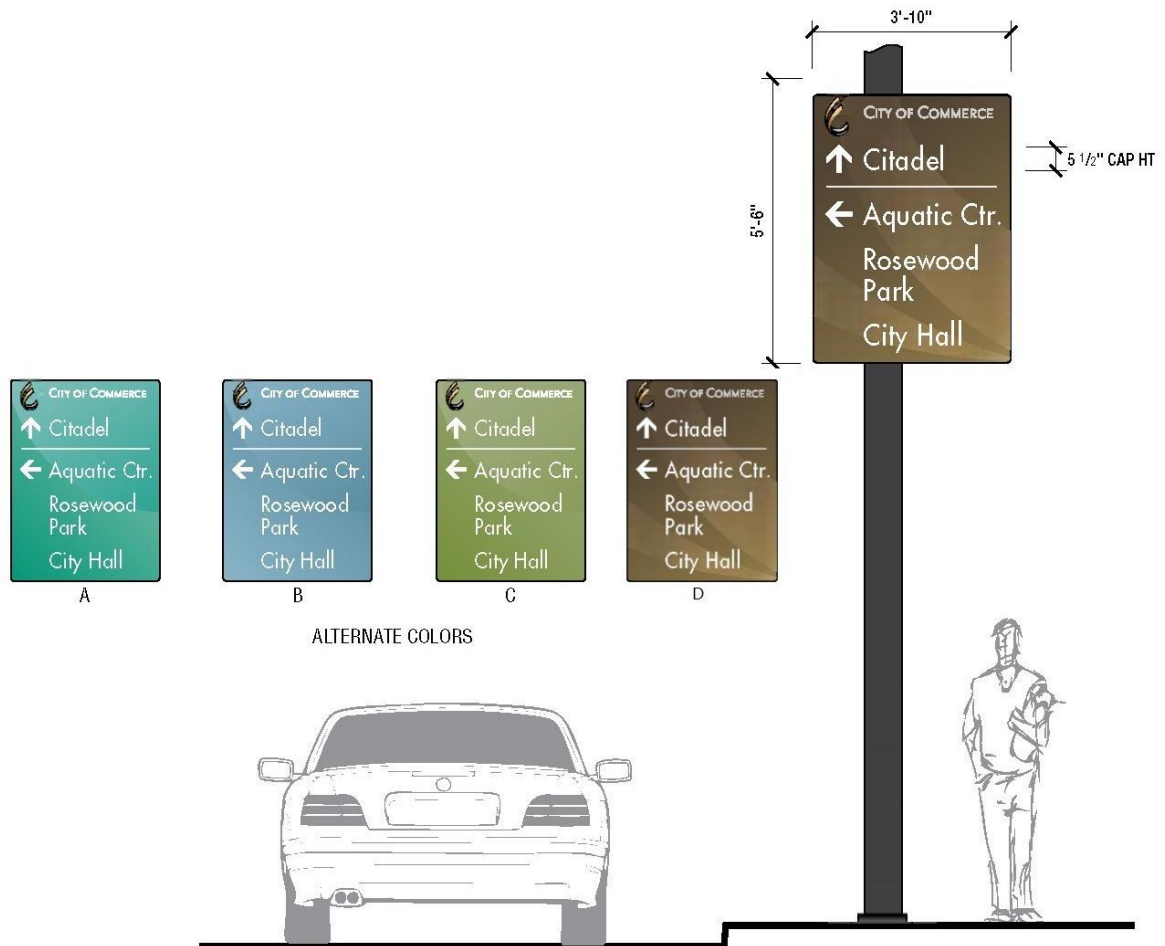
Submittals shall be provided for each sign wording combination as identified on Appendix B – Vehicular Directional Sign Locations.

Payment:

Full compensation to furnish labor, equipment, and materials to install new signs on new or existing pole shall be paid per each (EA) and shall be considered full compensation for complying with all the below requirements under this bid item in the bid schedule including sign panel, sign mounting hardware/appurtenances, and no additional compensation will be allowed. The furnish and installation of new pole is paid on a separate bid item, and not included in this bid item.

SIGNS

1. The logo shall be digitally printed within the panel dimensions
2. The panel thickness of 1/8" (or 0.125") aluminum shall be sufficient in durability and strength with the additions of three horizontal medium Signfix channels secured with VHB tape and tack-welded to the sign panel for support.
3. Following is required: 3M Type XI Diamond Grade Reflective sheeting, 3M 1170 Clear film for UV protection, and 3M 1160A Anti-graffiti film. All vinyl materials shall be matched components.
4. Back Face of Sign Panel: Paint Finish Matthews MP20163 Nouveau Bronze Metallic.

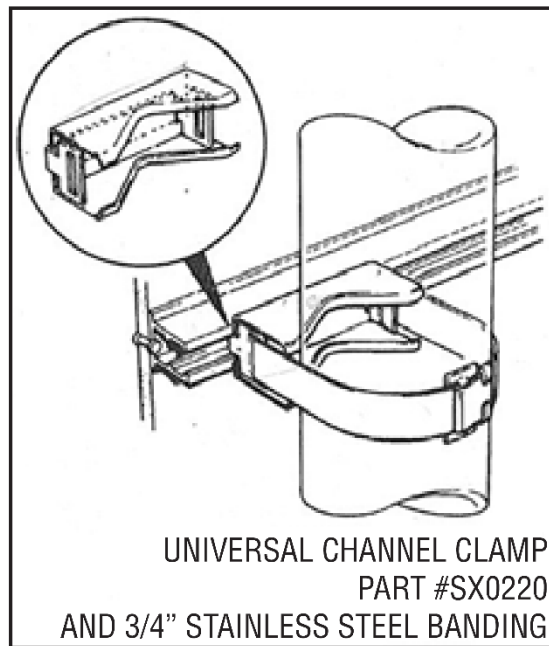
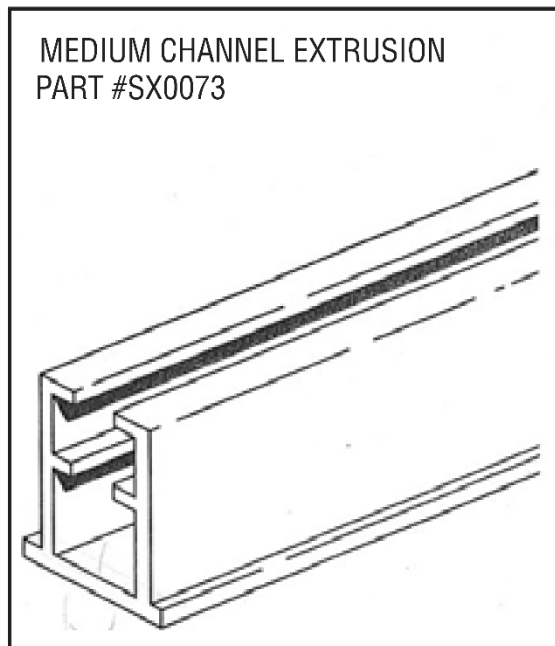


SIGN MOUNTING HARDWARE

STRAP: 3/4" STAINLESS STEEL BANDING STRAPS (SIGNFIX OR BAND-IT BRANDS) SECURE CLAMP/SIGN FACE TO SIGN POLE.

CLAMP: UNIVERSAL CHANNEL STAINLESS STEEL CLAMP BY SIGNFIX, OR CITY APPROVED EQUAL CLAMP SLIDES INTO EXTRUDED CHANNEL TO AFFIX SIGN FACE TO POLE.
PART #SX0220.

ALUMINUM EXTRUSION: MEDIUM CHANNEL EXTRUSION BY SIGNFIX OR CITY APPROVED EQUAL WELDED TO BACK OF SIGN PANEL. PART #SX0073. NO DRILLING OR PENETRATION THROUGH SIGN FACE.



ATTACHMENT HARDWARE BY SIGNFIX OR CITY APPROVED EQUAL

Bid Item 2 - Furnish and install Standard Galvanized Steel Post with breakaway anchor and foundation (Pole locations are shown on Appendix B - Vehicular Directional Sign Locations. Final pole locations shall be approved by the City.)

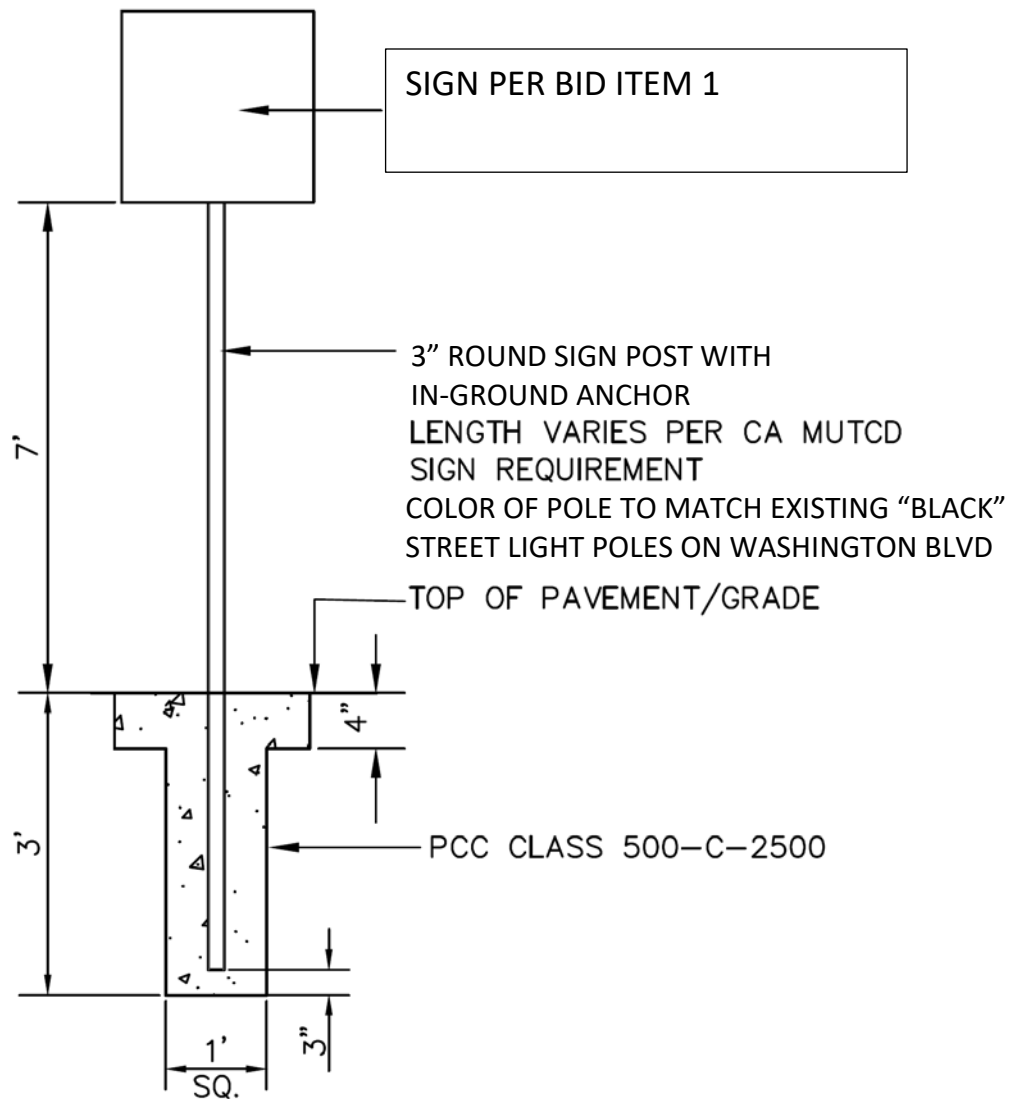
New sign poles shall be constructed as shown on the plans at final location to be determined by the Engineer during construction and in accordance with SPPWC Std. Plan 101-2: Above Ground Utilities Location in Parkway.

Submittal:

The Contractor shall provide submittals for the above system per Subsection 2-5.3, "Submittal" of the SSPWC, based on the specifications provided on the following pages and in these specifications and all applicable standards.

Payment:

Full compensation to furnish labor, equipment, and materials to install new pole shall be paid per each (EA) and shall be considered full compensation for complying with all the below requirements under this bid item in the bid schedule including all mounting appurtenances, footing, foundation for a complete installation as shown on the following drawings and as indicated in these specifications, and no additional compensation will be allowed.



Component Specification Sheet



Toll Free: 1-800-705-1446 we can help you with your order

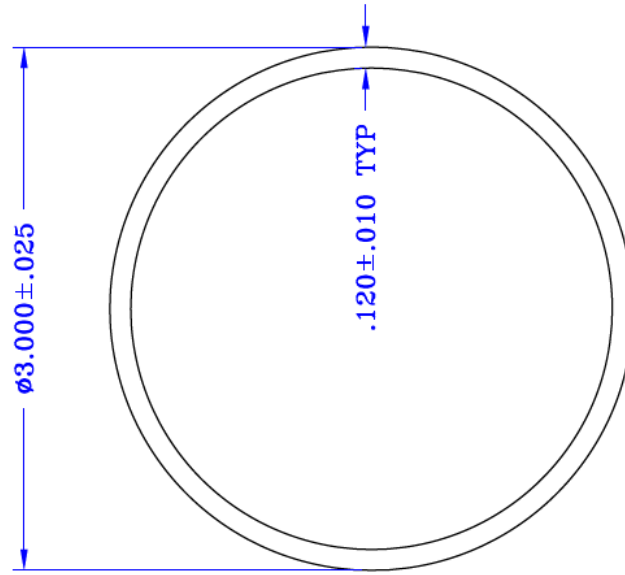
Part Name: 3" Round Post

Identification Number: SM3

Description: 3" OD X .120 Wall Tube

Weight: 1.3 lb /ft

Finish: Powder coat finish (standard gloss black)



Snap n' Safe Breakaway Specification

Toll Free: 1-800-705-1446 we can help you with your order



Designations Snap N' Safe Breakaway Sign Post Couplers

Ordering Guide

Item Number	Description
S200	2" x 2" Square Sign Post with In-Ground Anchor
S200S	2" x 2" Square Sign Post for Surface Mount
S238R	2-3/8" Round Sign Post with In-Ground Anchor
S300R	3" Round Sign Post with In-Ground Anchor
S238SR	2-3/8" Round Sign Post for Surface Mount
SU800	U-Channel Sign Post with In-Ground Anchor
SU800S	U-Channel Sign Post for Surface Mount

Specifications

Description:

The MUTCD Section 2A-10, which is the national standard used for all roads open to public travel states, "Ground mounted sign supports shall be breakaway, yielding, or shielded with a longitudinal barrier or crash cushion if within the clear zone."

The United States Department of Transportation Federal Highway Administration has released a new publication *Safer Sign Supports: Are Yours Breakaway Yet?* to help define terms and new requirements in section 2A-10 of the MUTCD. The publication includes the following information:

Breakaway Sign Posts are Required. Rigid objects close to a roadway can become deadly hazards when struck by a vehicle that strays off the pavement. Supports for road signs, frequently placed close to the roadway, are hazards if they are not designed, manufactured, and constructed to break away upon impact.

What does breakaway mean?

Breakaway sign supports include components "that when struck by a vehicle, (sign supports) separate from the base and are knocked ahead of or up and over the errant vehicle."

How will this be implemented?

FHWA realized that no agency can inventory, inspect, design, and replace non-breakaway sign supports overnight. The easiest way to accomplish this is to begin using breakaway supports when installing new signs or replacing damaged supports. All non-breakaway sign supports within the clear zone of areas posted at 50 mph or greater shall be replaced by January 2013.

For More Information:

http://safety.fhwa.dot.gov/roadway_dept/policy_guidelines/hardware/

Material:

80% Recycled Cast Gray Iron, **Approved Post: Schedule 40, 3" OD Steel Tube, 8 Gauge**

Benefits:

- NCHRP Compliant
- 360 Degree Shear Point
- No Anchors to Repair
- Less Labor, Save 42% or More on Repairs
- Reduces Risk of Occupant Injury from Post Piercing Windshield and Roof of Vehicle
- Withstands Winds of 120 MPH
- Hardware Included
- Reduces Crew Exposure to Traffic, Reduces Liability
- No Anchors to Repair or Concrete Boring

In-Ground Anchor Installation:

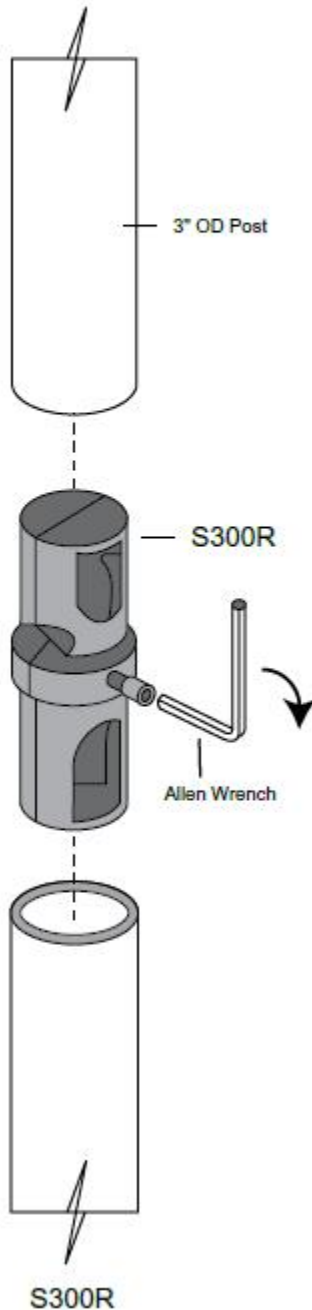
Insert Snap N' Safe in anchor and bottom of sign post and tighten Set Screw

Surface Mount Installation:

Drill holes in concrete using base as a guide. secure base to concrete using hardware provided. Insert sign post and tighten set screw.

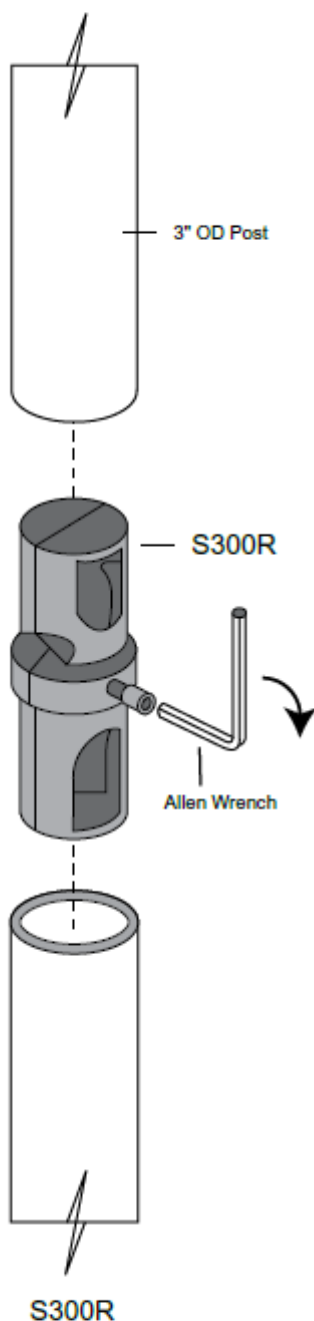
DISCLAIMER:

All SNAP'n SAFE breakaway sign post couplers have been crash tested, accepted by FHWA, and are NCHRP Report 350 compliant. All were crash tested using standard steel highway sign posts. We cannot guarantee that the SNAP'n SAFE breakaway couplers will perform as tested using posts made from materials other than steel and will not be liable for any damages that may occur with posts that are not made from steel



Snap n' Safe Breakaway Installation

Toll Free: 1-800-705-1446 we can help you with your order



S300R Installation Instructions:

1. Determine the location for the in-ground post sleeve.
2. Secure in-ground post sleeve so only 3" to 4" remain above ground level.
3. Position the Arrow on the Snap N' Safe Round Post Coupler upward, then insert into the in-ground post sleeve.
4. Slide the above ground sign post to the proper orientation onto the Snap N' Safe Coupler.
5. Using a 1/2" hexagon wrench, tighten the set screw in the Snap N' Safe round post coupler until secure.

Appendix A

SAMPLE CONTRACT TO BE EXECUTED

CALIFORNIA JPIA RESOURCE

Document Name: **Construction Services Agreement**

Purpose:
This template sets forth the responsibilities for construction service projects.

Replacing Document:
None

To Whom Does it Apply:
This template applies to individuals responsible for drafting construction services agreements.

Note:
The Authority has two additional resources that may be helpful in the development of written agreements.

1. Contractual Risk Transfer Manual for California Public Agencies
2. Contractual Risk Transfer: Strategically Managing Risk training

Important:

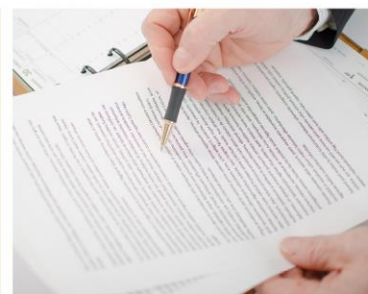
This reference material is compiled for use by Authority members in the preparation, development and implementation of risk management policies, programs, and procedures. Since this document is designed to meet the needs of the general pool membership, please be aware that the present form is best considered a template for use by your agency in drafting specific documents. This template should not be construed as legal advice. Accordingly, any resulting policy, program or procedure that results from this template should always be reviewed and approved as is customary by your agency, including the purview of any necessary legal and/or governing body authorities to ensure the policy being developed meets the unique needs of your jurisdiction. Policies should be implemented after proper training has been provided.

This reference material is to be considered proprietary and confidential and may not be disclosed to any person without the express, prior permission of the California JPIA. This reference material is for Authority member use only and does not apply in any criminal or civil proceeding. This reference material should not be construed as a creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims.



CALIFORNIA
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*Providing innovative risk management solutions
for our public agency partners*



AGENCY NAME CONSTRUCTION SERVICES AGREEMENT

This CONSTRUCTION SERVICES AGREEMENT ("Agreement"), is made and effective _____, by and between [insert agency name], a municipal corporation ("AGENCY"), and [insert contractor name], a [sole proprietorship, partnership, limited liability partnership, corporation] ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction of [describe scope of contractor's work] for the [describe project] (hereinafter "Project").

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the AGENCY, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the AGENCY, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate contractor.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the AGENCY or Construction Manager, if a Construction Manager is employed by AGENCY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to the AGENCY comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within _____ consecutive calendar days.

III. THE CONTRACT SUM

The AGENCY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of [amount].

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the CONTRACTOR and Certificates for Payment issued by the Architect, the AGENCY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions.

Note: The following clause is applicable to public works projects. Consult with your legal counsel on its applicability to your agency's project.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.]

V. RETENTION OF SECURITIES

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

VI. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by AGENCY, and hold harmless AGENCY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the AGENCY. Should conflict of interest principles preclude a single legal counsel from representing both AGENCY and CONTRACTOR, or should AGENCY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall

reimburse the AGENCY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the AGENCY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of AGENCY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY for liability attributable to the active negligence of AGENCY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where AGENCY is shown to have been actively negligent and where AGENCY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of AGENCY.

VII. PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for *[insert County name]* County. Wage rates shall conform with those posted at _____ and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VIII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IX. CERTIFICATIONS

A. [Include here if applicable]

X. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the AGENCY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

XI. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from AGENCY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the AGENCY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the AGENCY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the AGENCY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the AGENCY, or the CONTRACTOR shall pay the AGENCY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the AGENCY.

XII. INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

- A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

Note: Consideration should be given to appropriateness of limits required based on size of project and risks associated with the construction related activities.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above,

including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following

transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Note: For projects with construction values of \$50,000,000 or less, the California JPIA property insurance program may be able to provide coverage. Coverage is first party coverage and does not provide coverage to contractors. There is no premium charge until the job is completed (unless Earthquake coverage is purchased) and a Permit to Occupy has been issued. Also, even for larger projects the AGENCY may want to provide this coverage. In such cases you may wish to discuss this matter with your agency's assigned California JPIA regional risk manager.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents,

representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall

specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XIII. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XIV. REGISTRATION REQUIREMENTS [applicable to public works projects]

Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

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

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the AGENCY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XV. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____ whose title is _____, is authorized to act for and bind the corporation.

XVI. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or

otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XVII. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the AGENCY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the AGENCY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the AGENCY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the AGENCY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVIII. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the AGENCY will suffer damage. It is therefore agreed that the CONTRACTOR shall pay to the AGENCY the sum of [Insert amount] (\$____.00) for each and every calendar day of delay beyond the

Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the AGENCY accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the AGENCY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the AGENCY's ability to seek other damages.

CONTRACTOR is to refer to Section _____ Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

XIX. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the AGENCY under this Agreement.

XX. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

[The below list is an example of the types of document to list but is not intended to be all inclusive]

Notice Inviting Bids
Scope of Work Summary
Information for Bidders
Bid Form
Non-Collusion Affidavit

Bid Bond
Information Required of Bidder
Contract
Certificate Regarding Workers' Compensation
Drug-free Workplace Certification

Site Visit Certification
Faithful Performance Bond
Labor and Materials Payment
Bond
General Conditions
Supplementary General Conditions
Project Construction Schedule
Contractor's Certificate Regarding
Non-Asbestos Containing Materials

Plans and Specifications
Addenda
Drawings
Change Orders
Shop Drawing Transmittals
Special Conditions
Proposed Subcontractors

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XXI. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

CONTRACTOR

[Name of Contractor]

AGENCY

[Name of Agency]

By: _____

By: _____

Title: _____

Title: _____

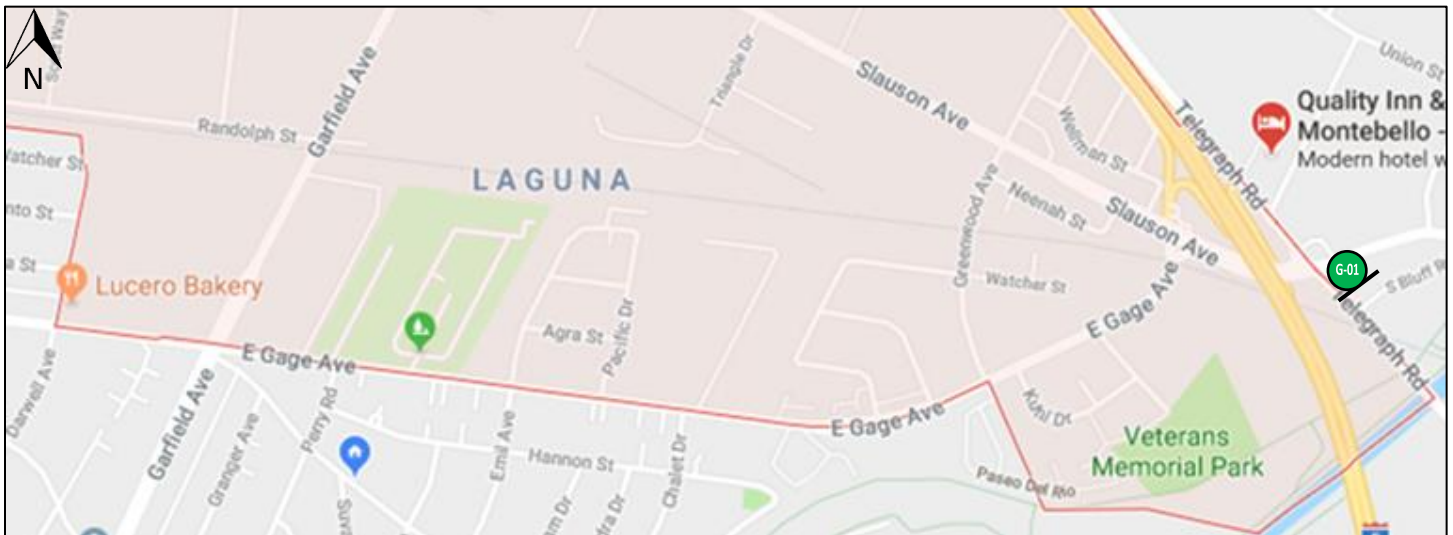
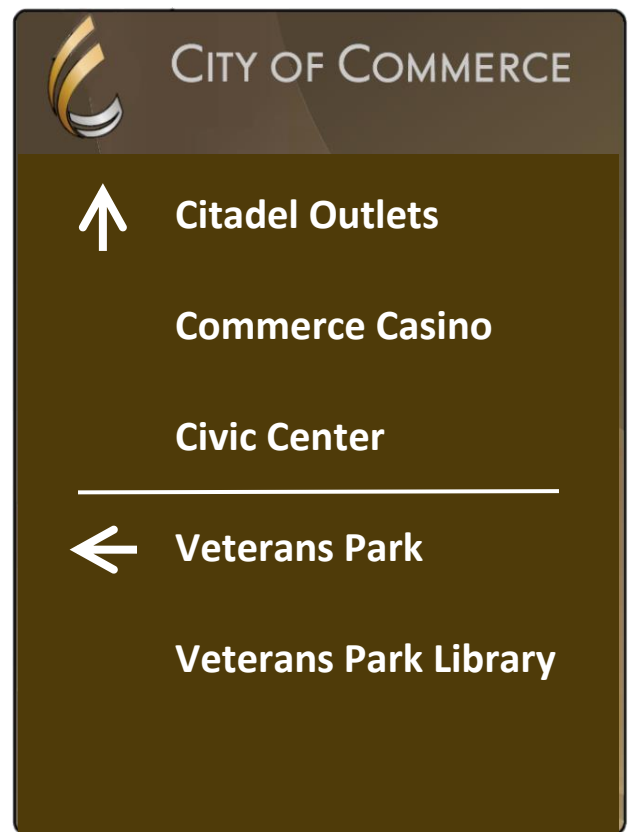
Date: _____

Date: _____

Appendix B

VEHICULAR DIRECTIONAL SIGN LOCATIONS

Date Issued: July 2, 2019

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS**LOCATION 1: EAST SIDE OF TELEGRAPH RD SOUTH OF SLAUSON AVE****IMAGE OF PROPOSED LOCATION** (Image is not to scale)**Note:** Use *Standard Post* for Wayfinding Vehicular Directional Sign**WORDING ON VEHICULAR DIRECTIONAL SIGN**

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 2: NORTH SIDE OF SLAUSON AVE EAST OF E GAGE AVE

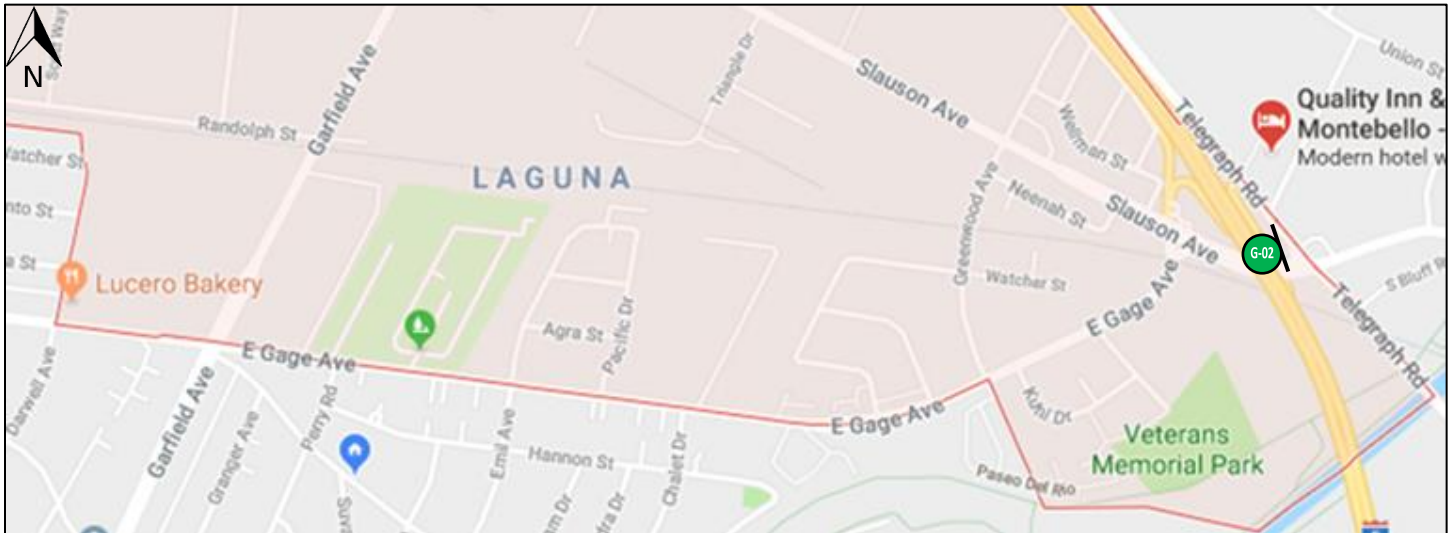
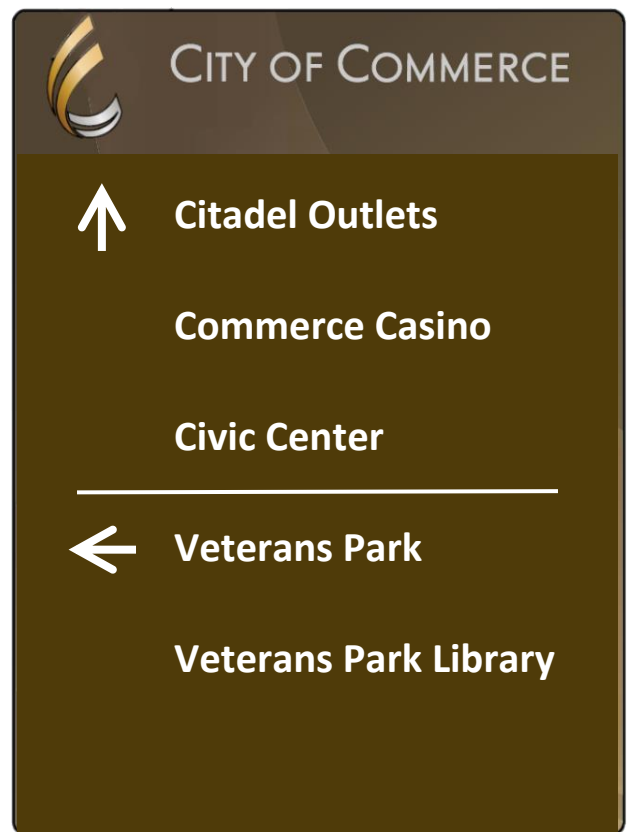


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 3: SOUTH SIDE OF SLAUSON AVE WEST OF E GAGE AVE

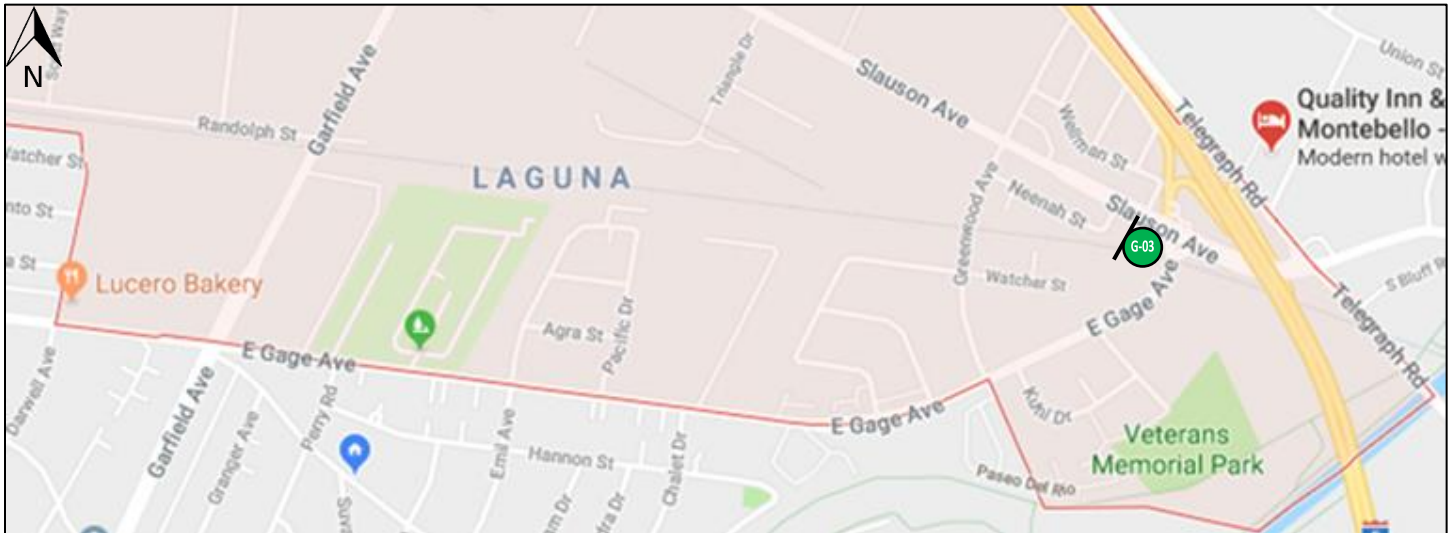
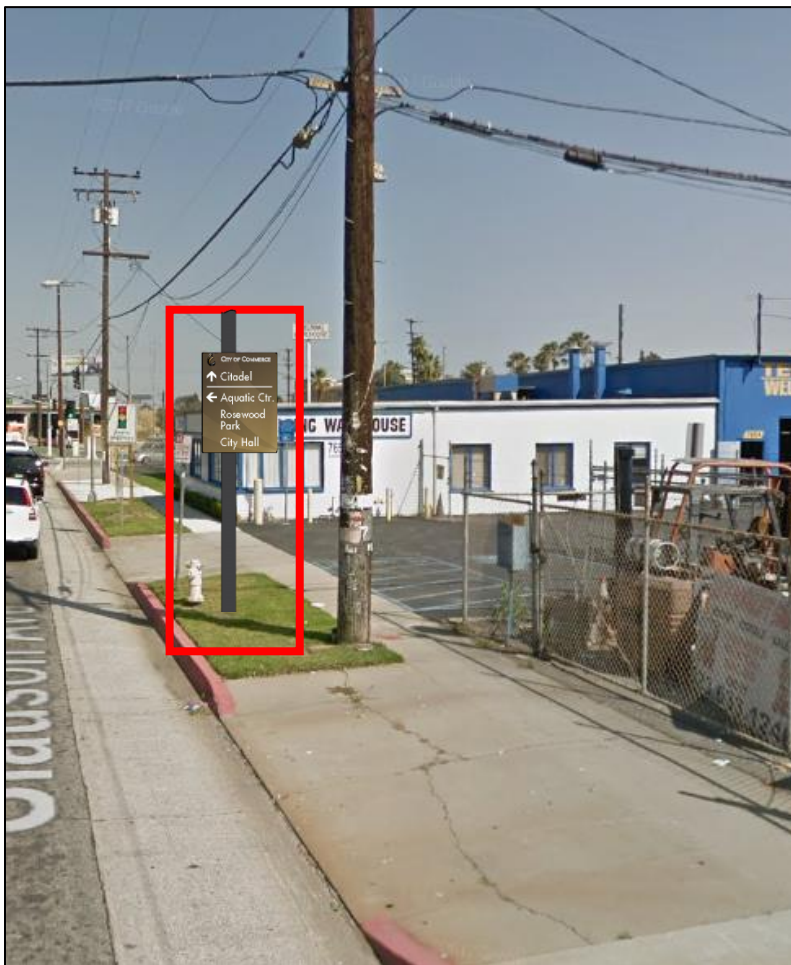
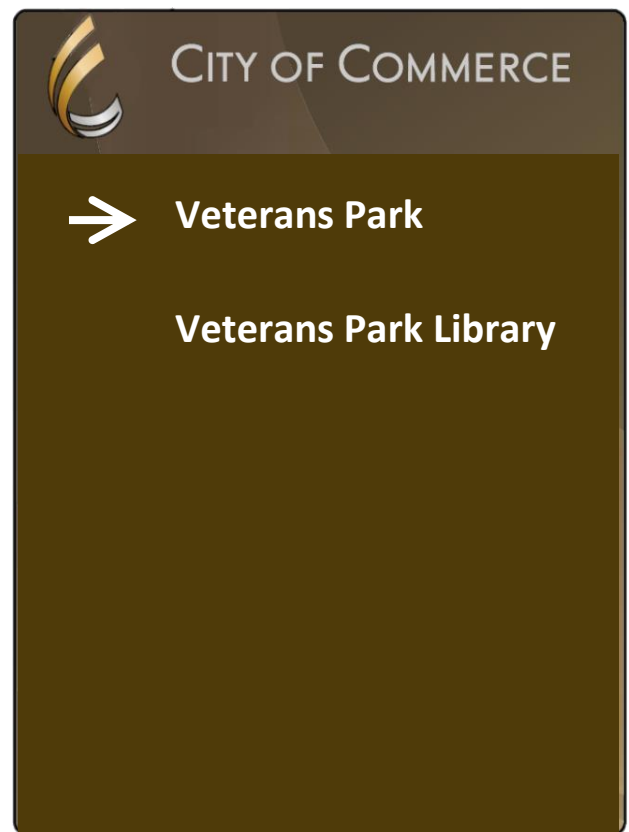


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 4: WEST SIDE OF E GAGE AVE NORTH OF SLAUSON AVE

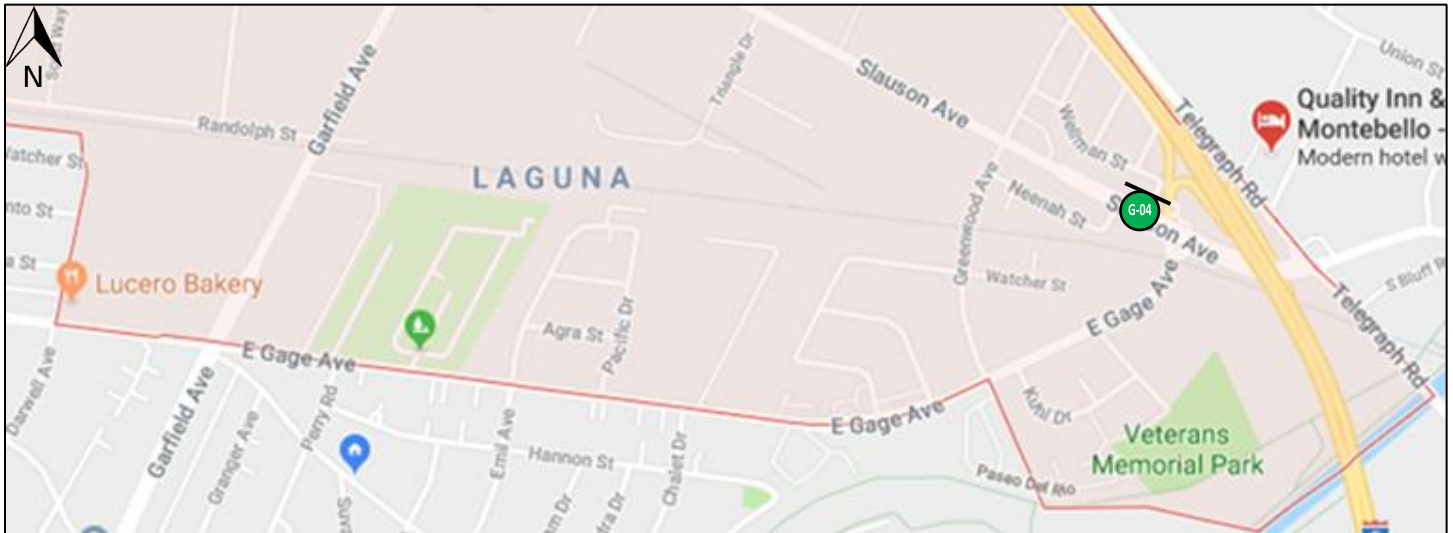
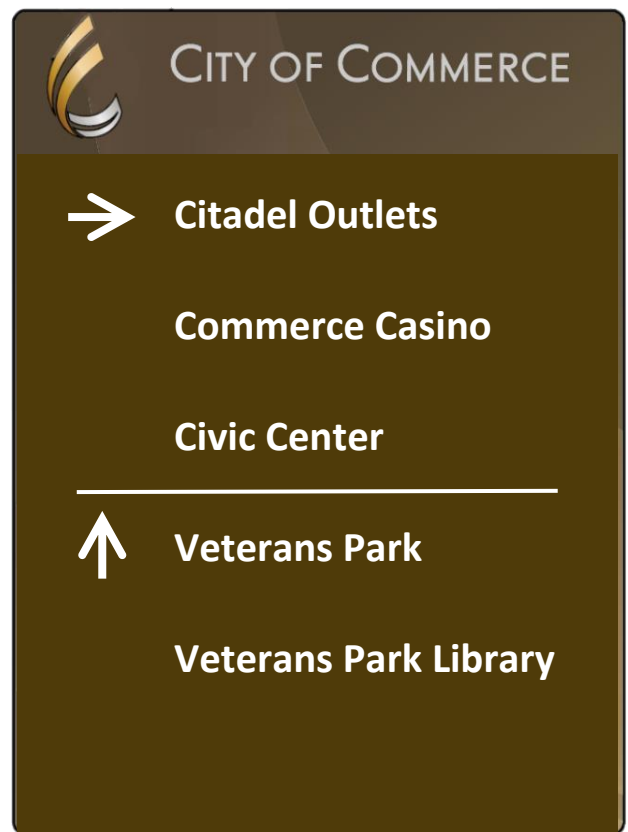


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 5: NORTH SIDE OF E GAGE AVE EAST OF ZINDELL AVE

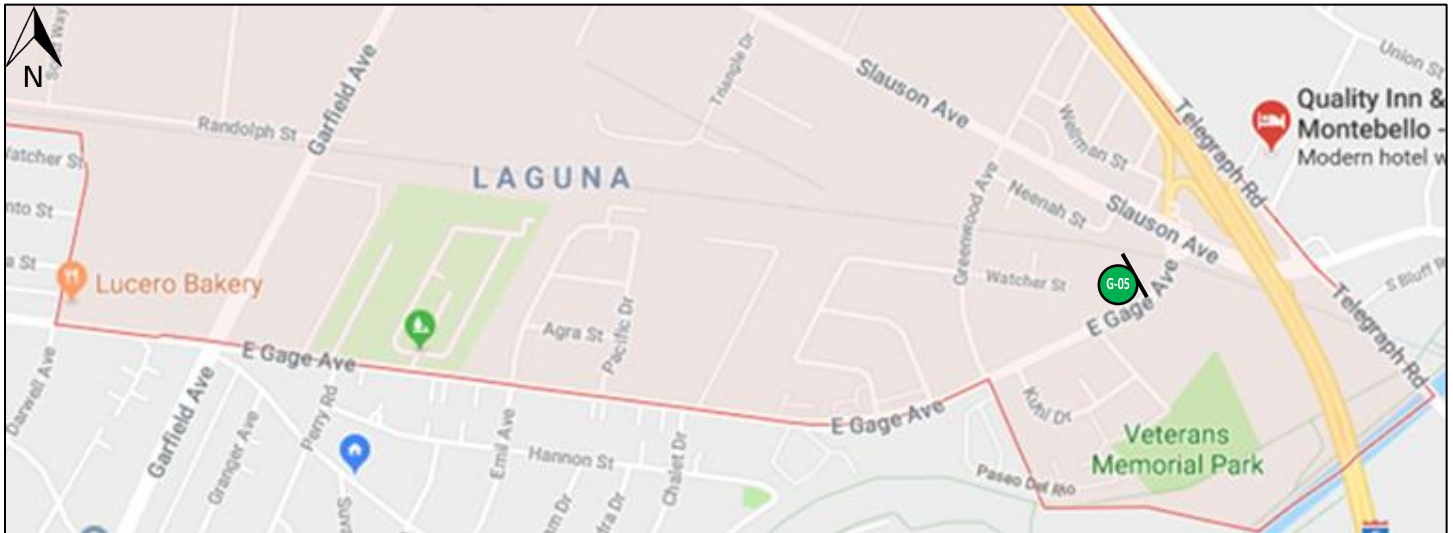
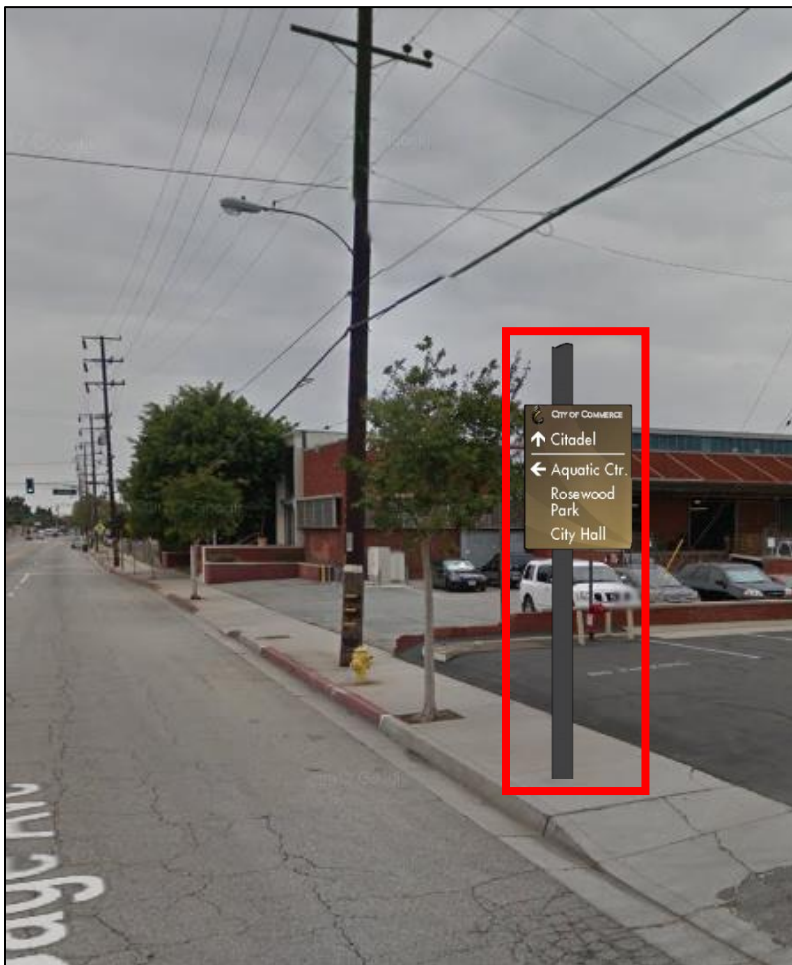
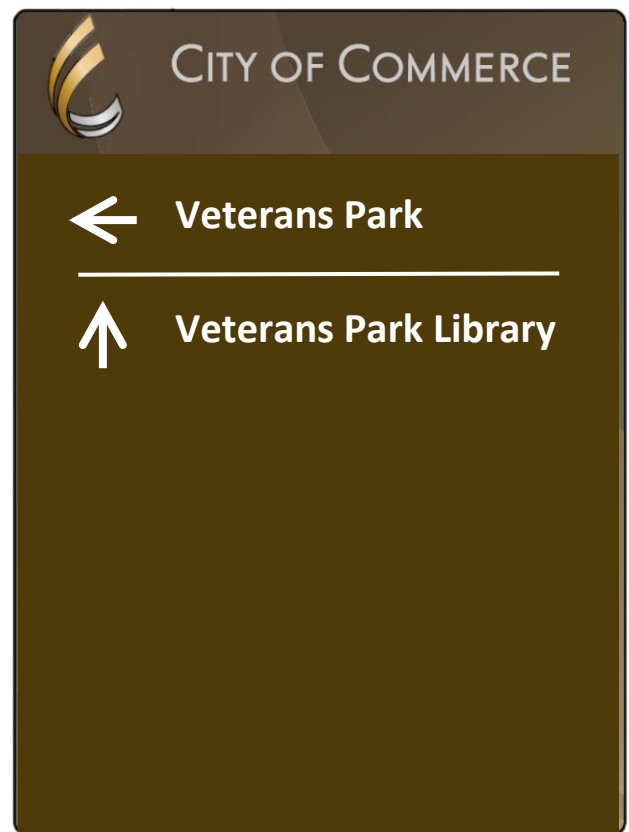


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 6: SOUTH SIDE OF E GAGE AVE WEST OF GREENWOOD AVE

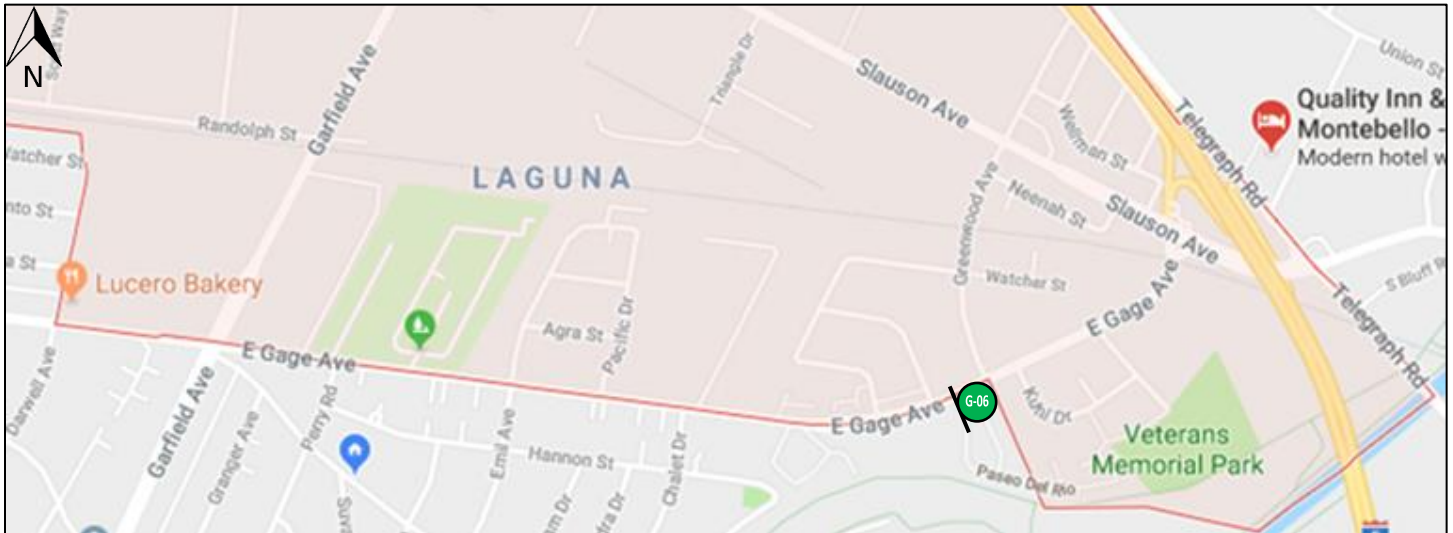
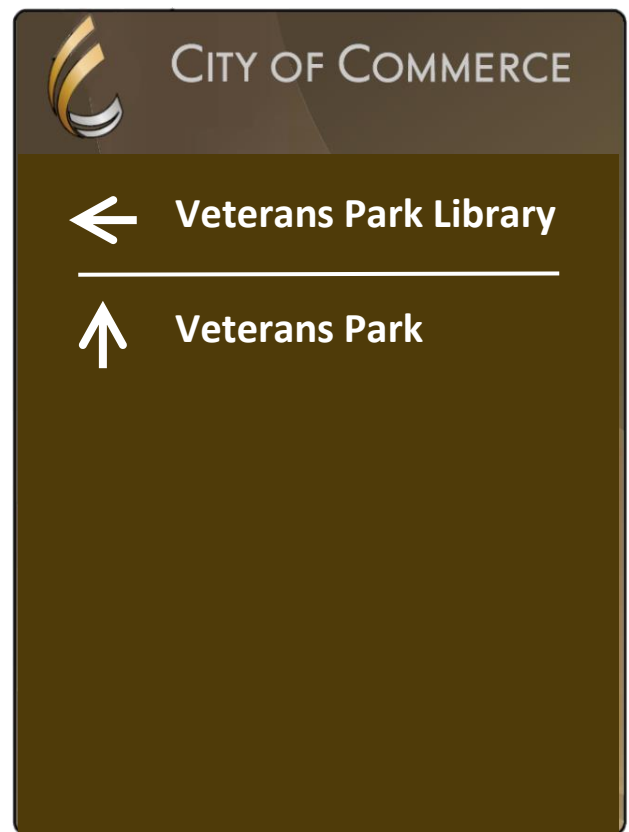


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use Standard Post for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 7: EAST SIDE OF GARFIELD AVE SOUTH OF SLAUSON AVE

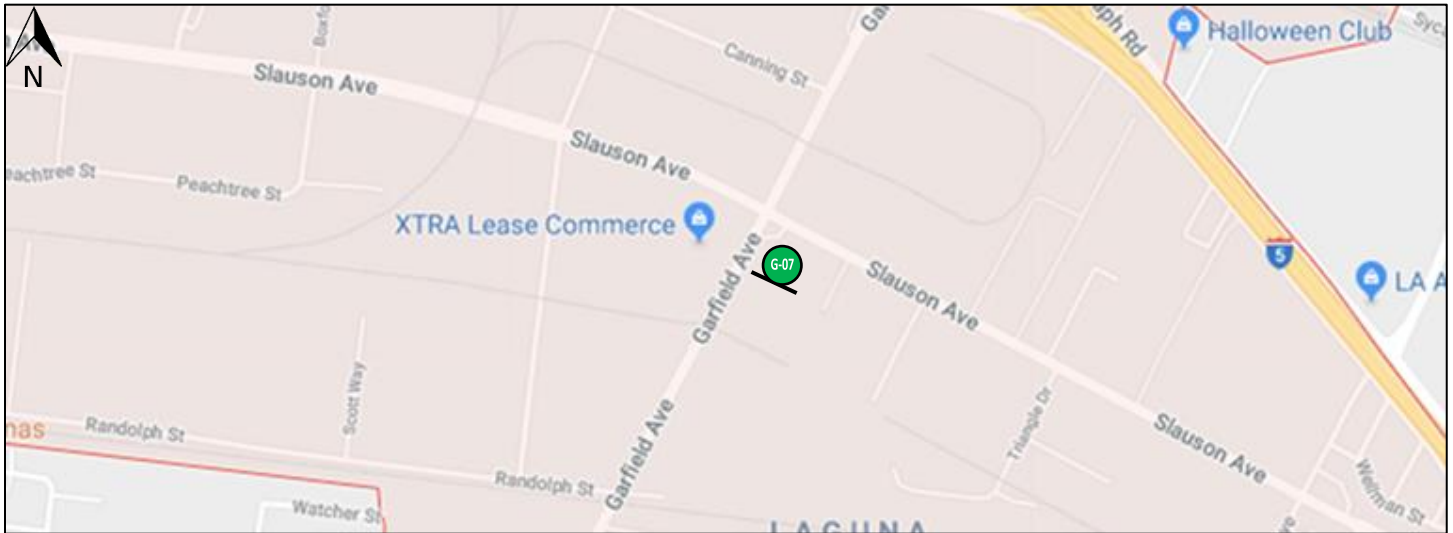
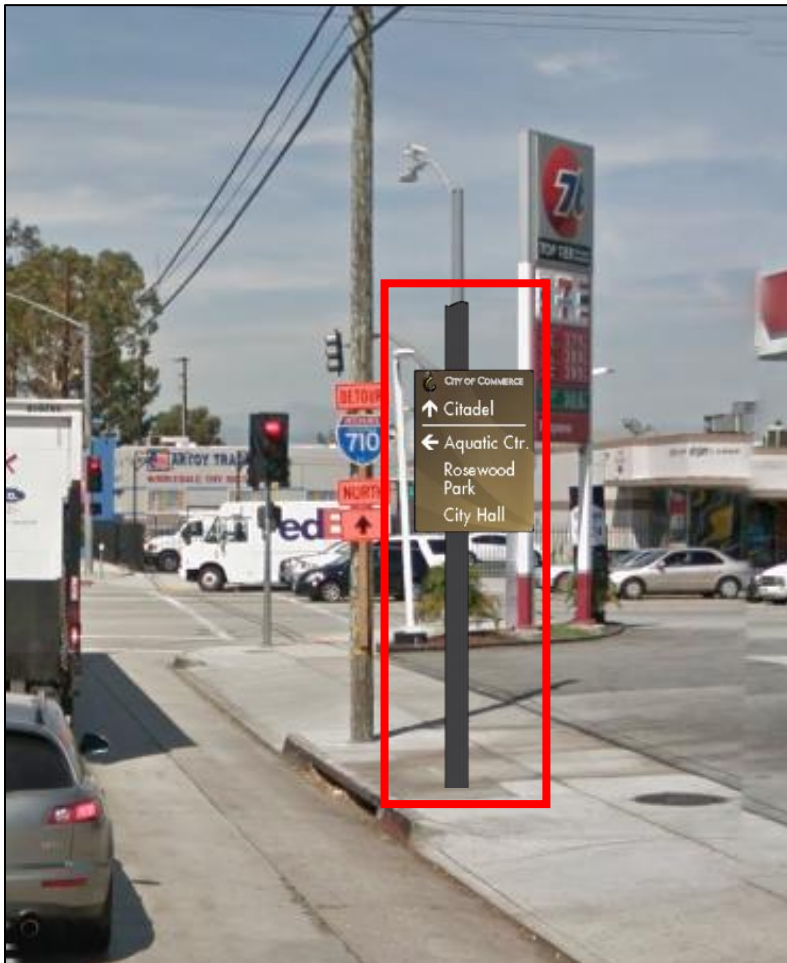
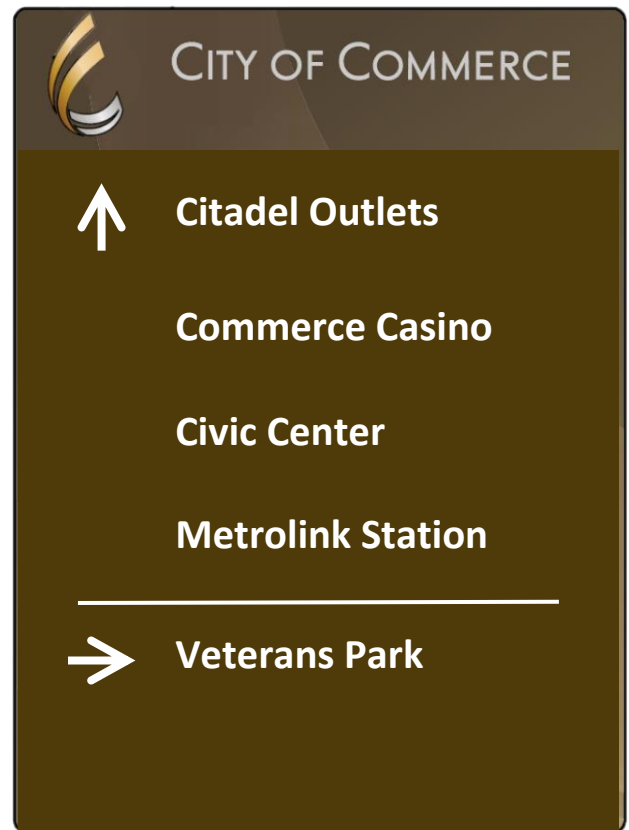


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 8: NORTH SIDE OF SLAUSON AVE EAST OF GARFIELD AVE

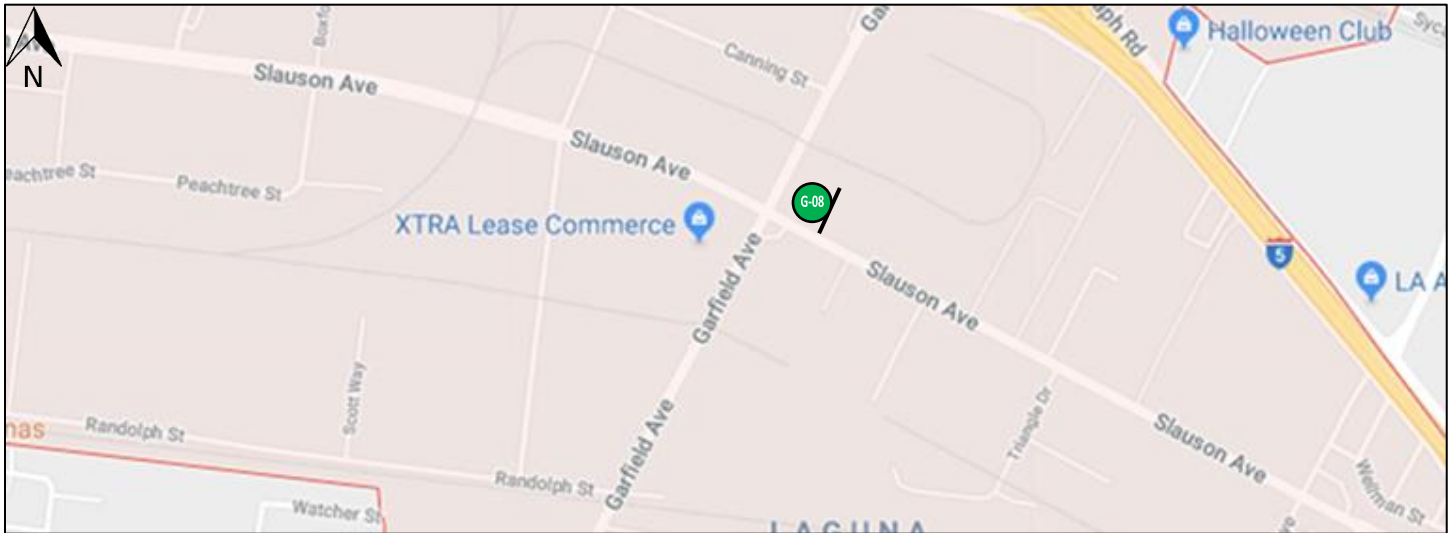
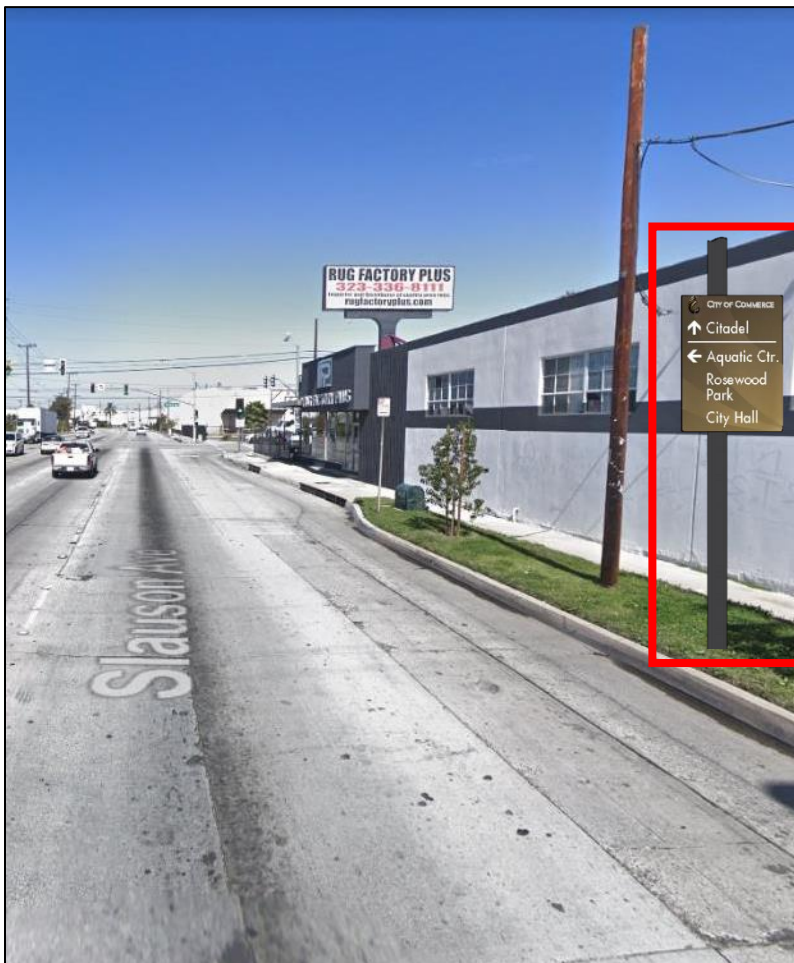
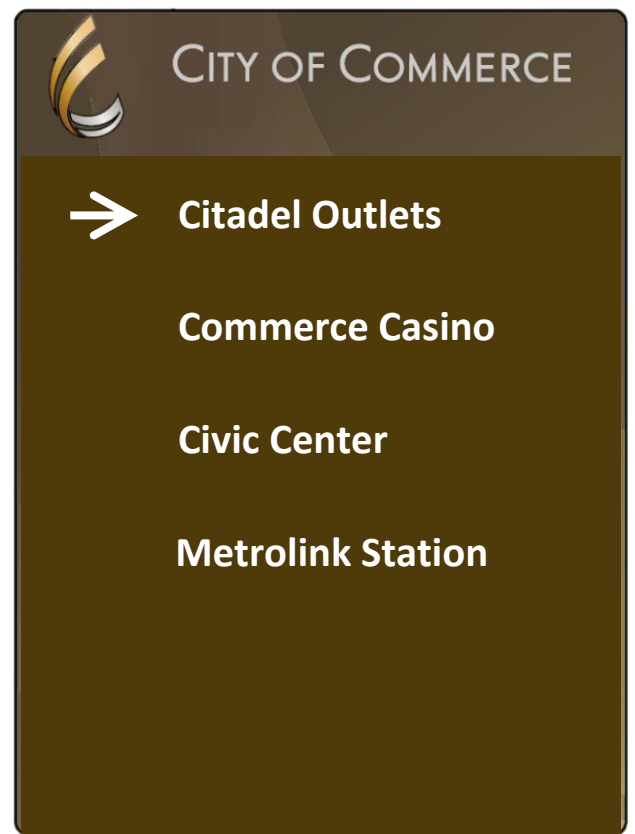


IMAGE OF PROPOSED LOCATION (Image is not to scale)



WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 9: SOUTH SIDE OF SLAUSON AVE WEST OF GARFIELD AVE

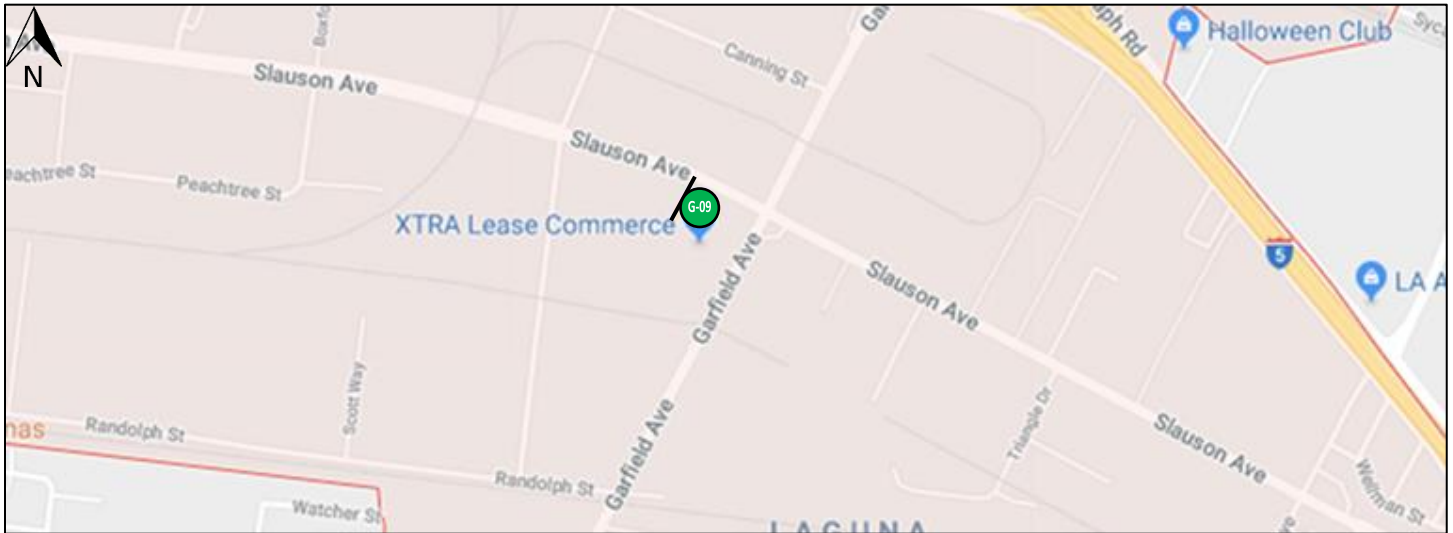
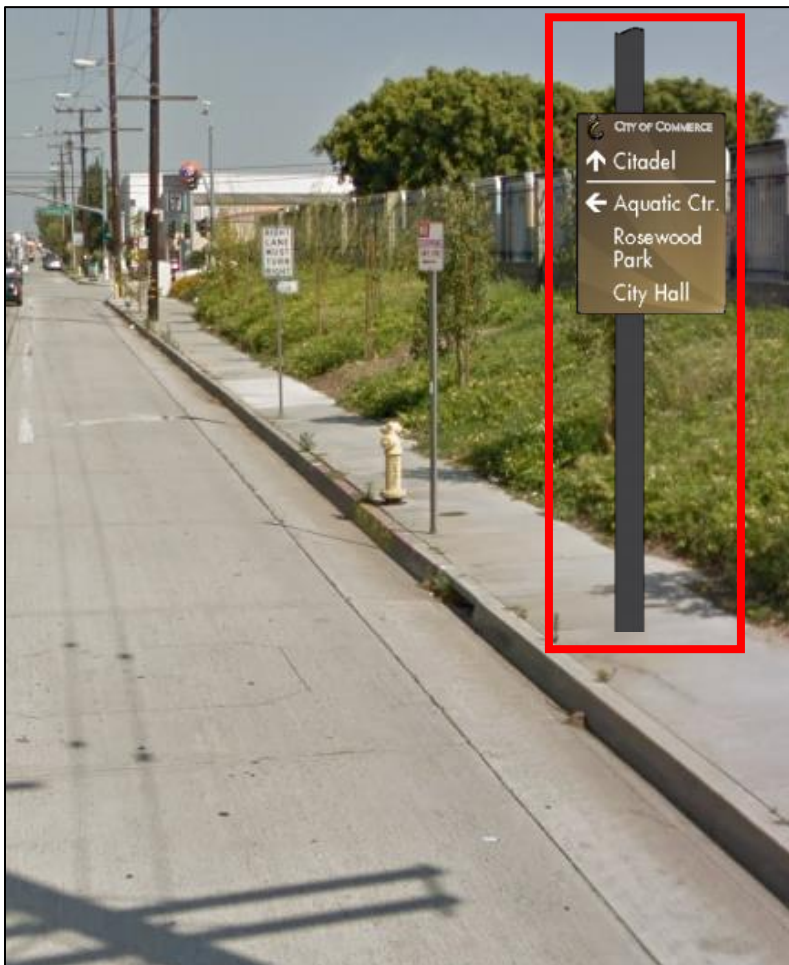
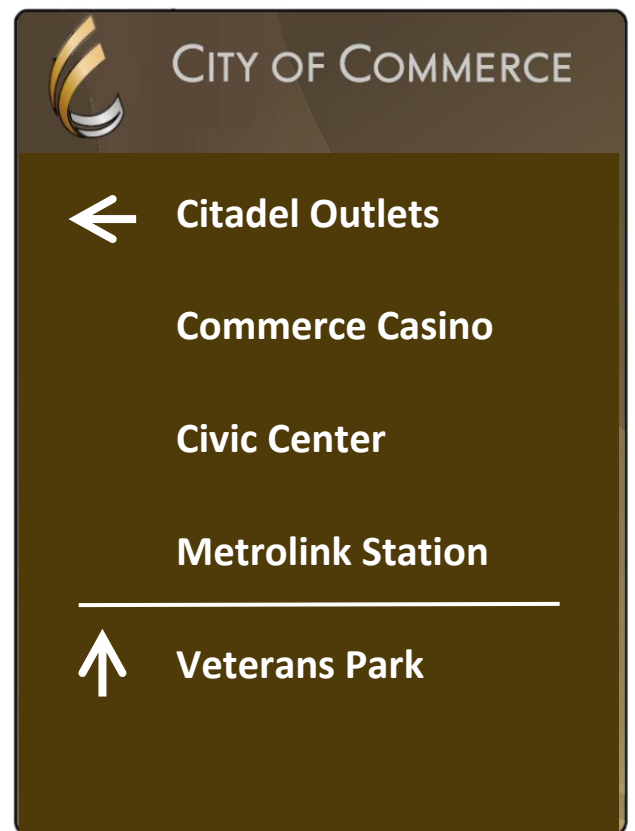


IMAGE OF PROPOSED LOCATION (Image is not to scale)



WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 10: SOUTH SIDE OF BANDINI BLVD WEST OF GARFIELD AVE

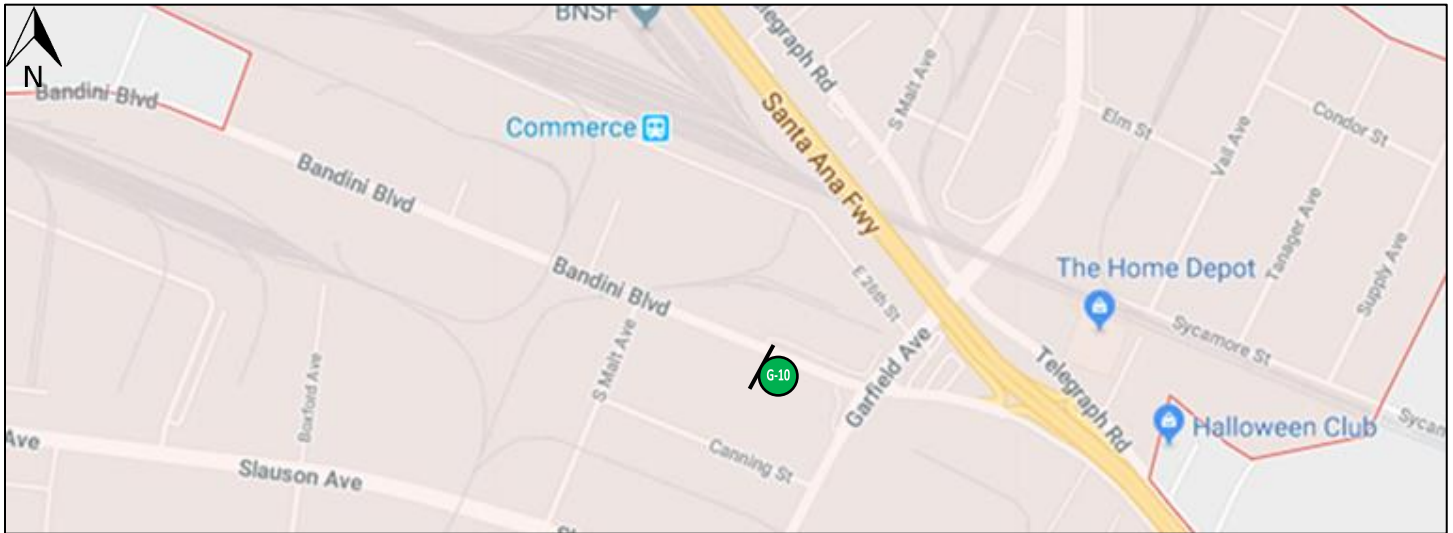
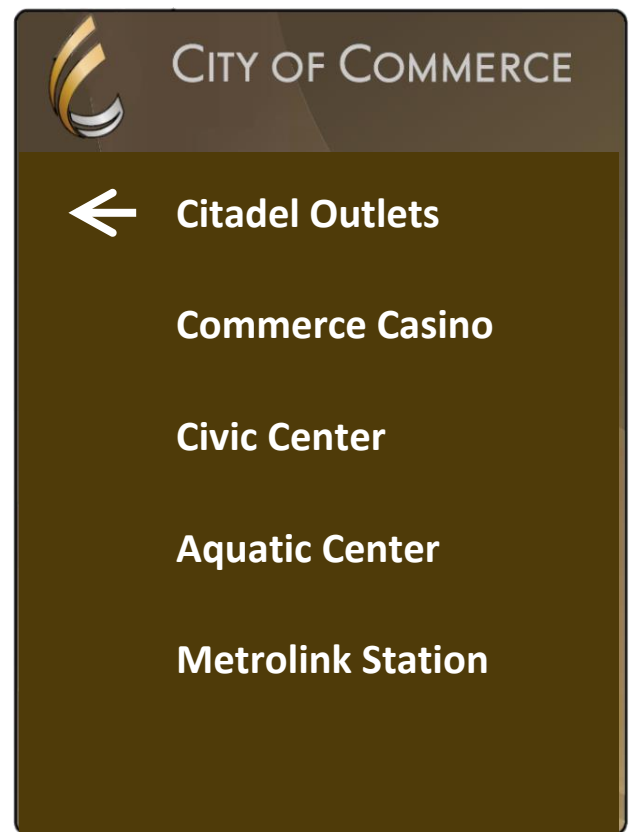


IMAGE OF PROPOSED LOCATION (Image is not to scale)



WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use Existing Light Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 11: EAST SIDE OF GARFIELD AVE NORTH OF BANDINI BLVD

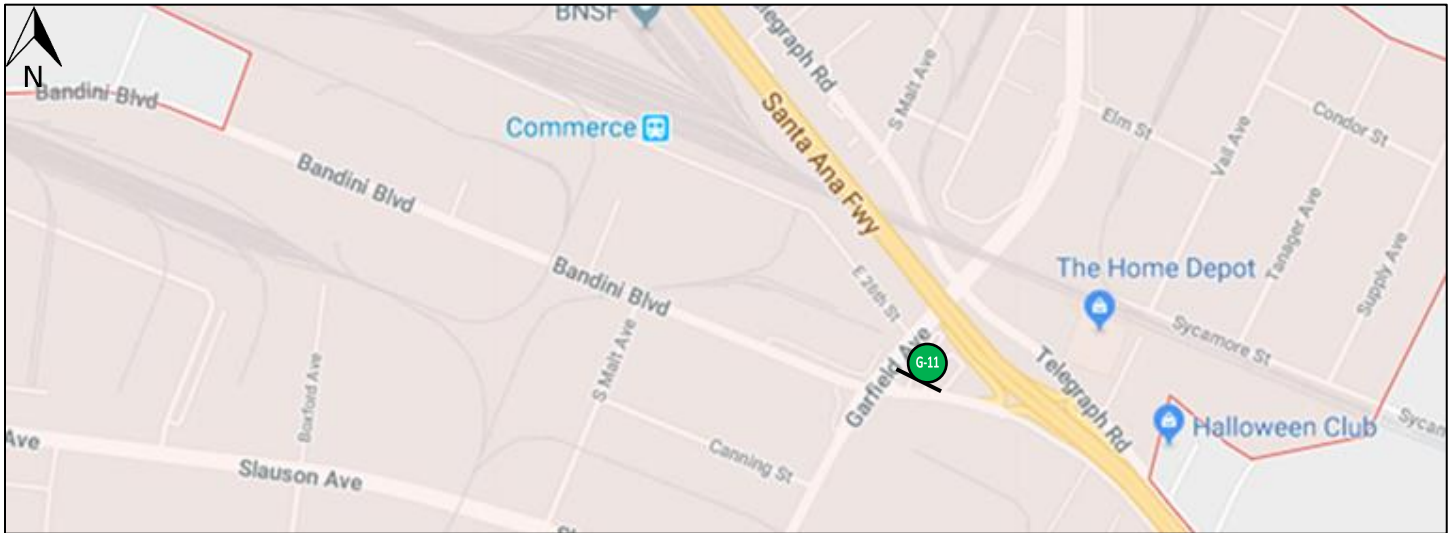
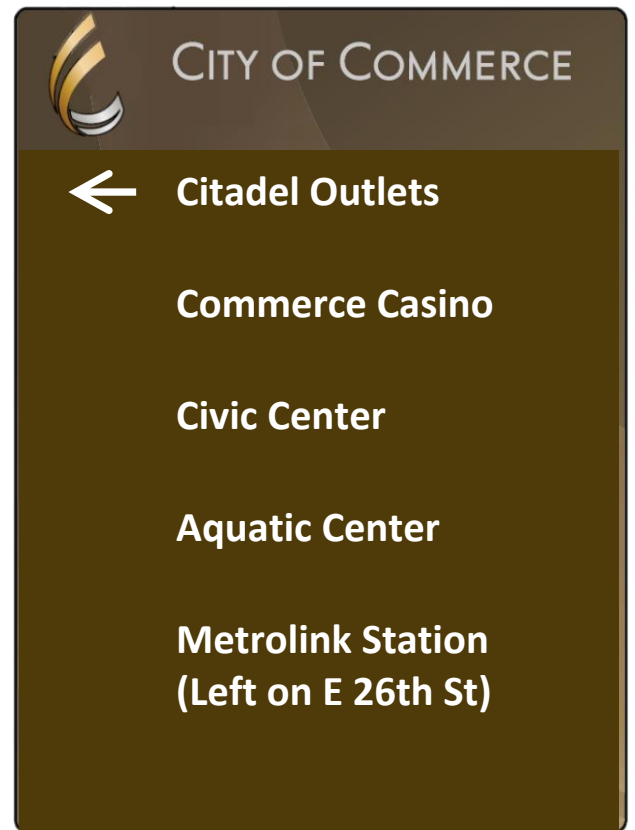


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 12: EAST SIDE OF EASTERN AVE SOUTH OF SLAUSON AVE

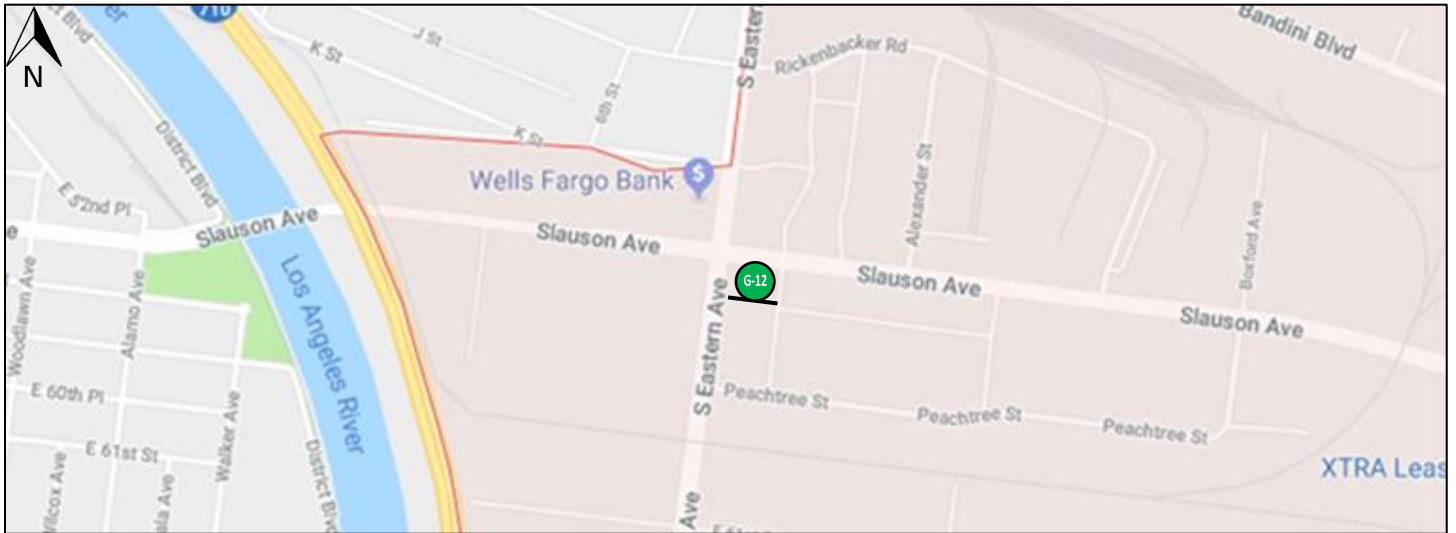
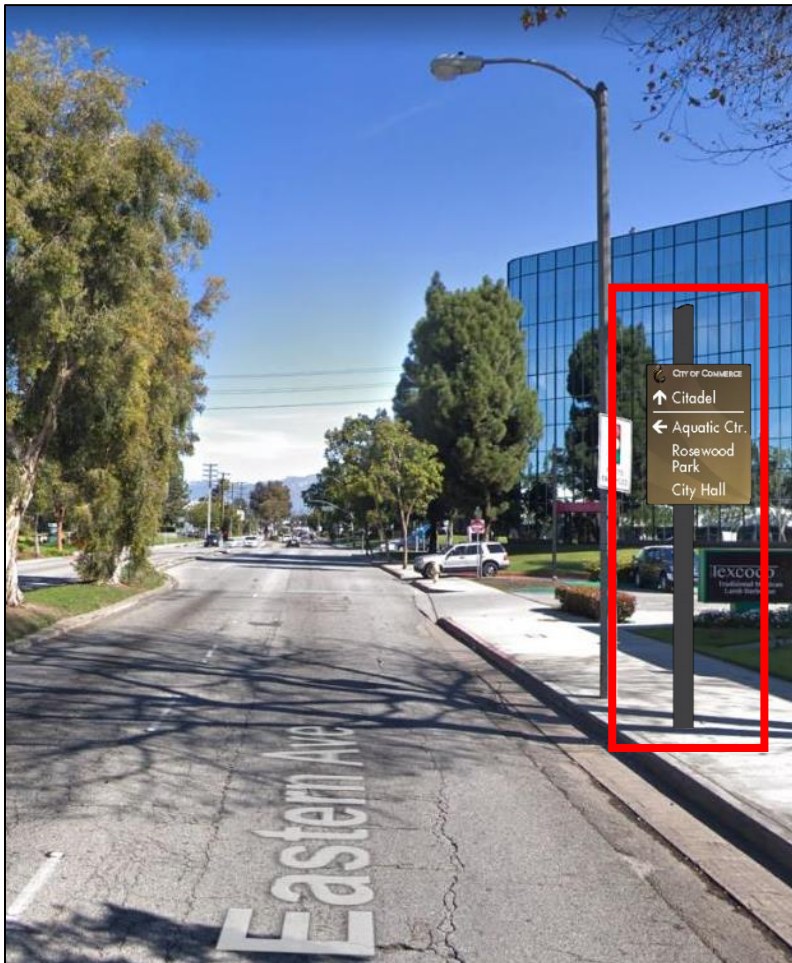
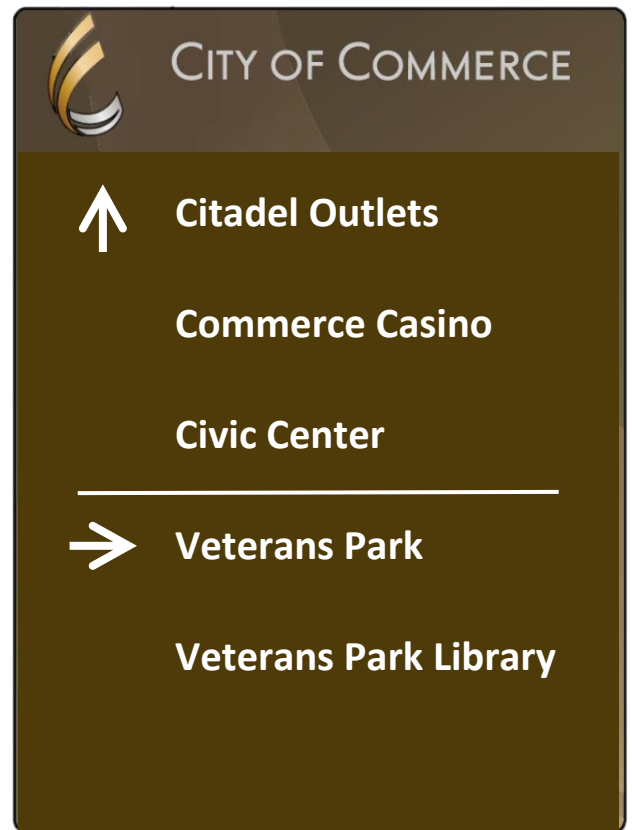


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 13: NORTH SIDE OF SLAUSON AVE EAST OF EASTERN AVE

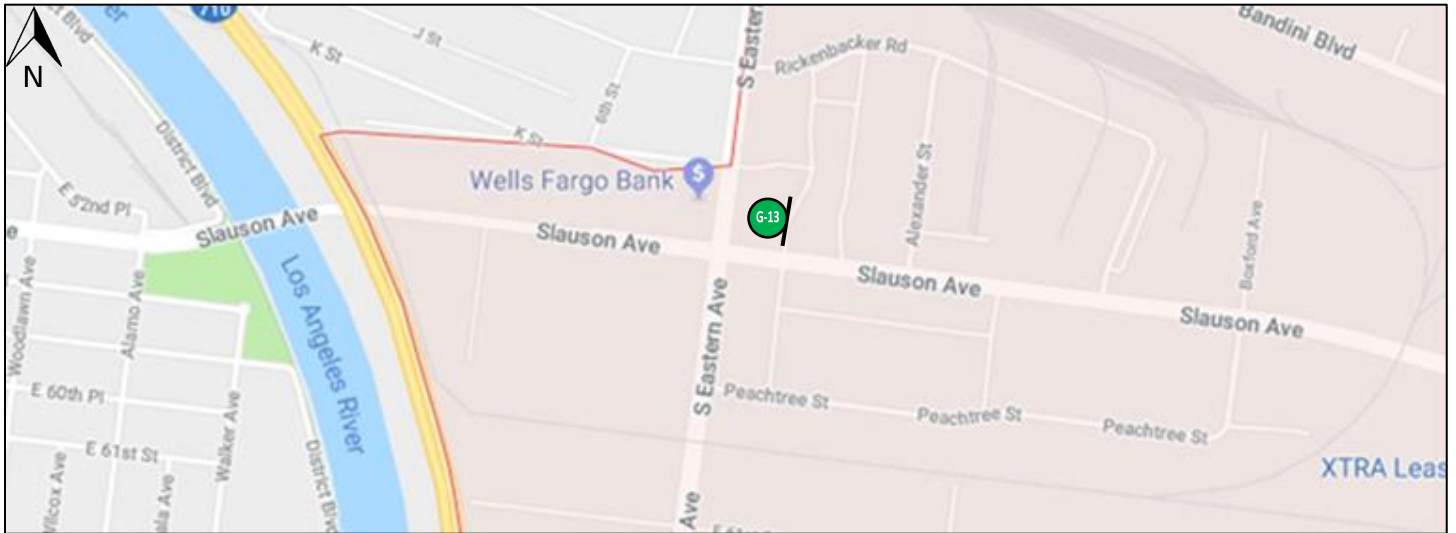
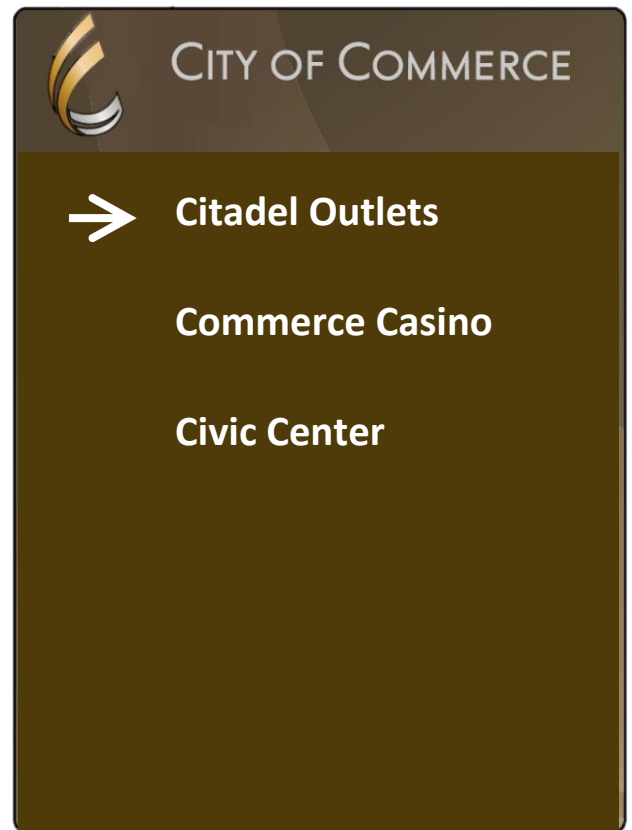


IMAGE OF PROPOSED LOCATION (Image is not to scale)



WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use Existing Light Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 14: MEDIAN ALONG SLAUSON AVE WEST OF EASTERN AVE

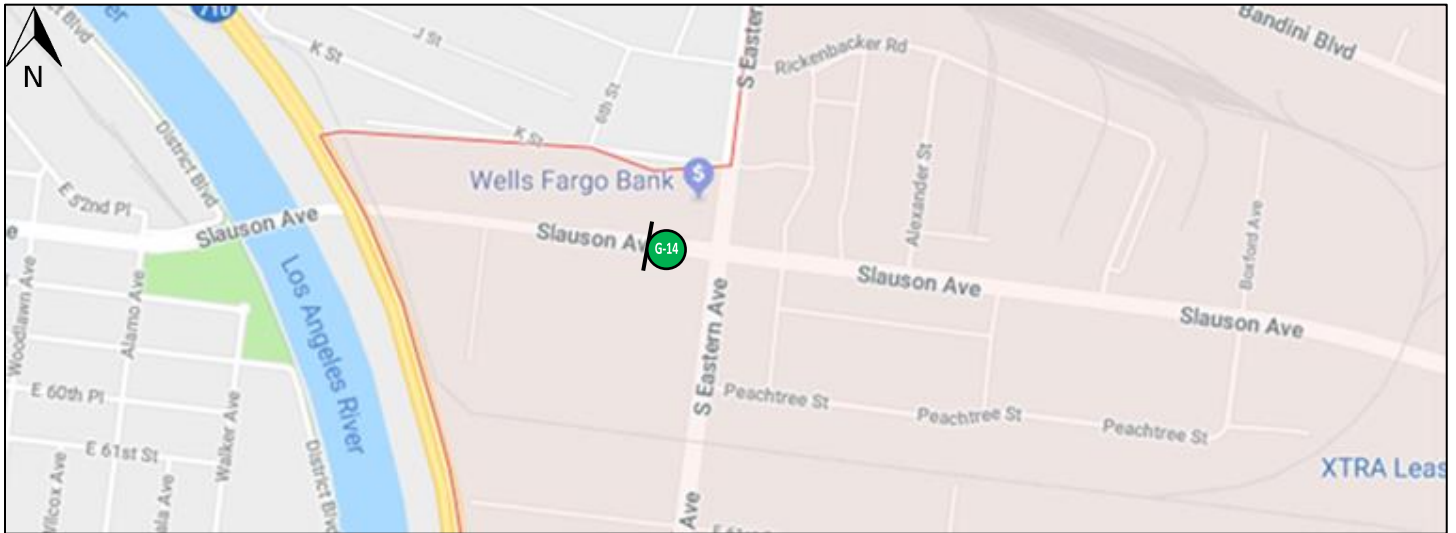
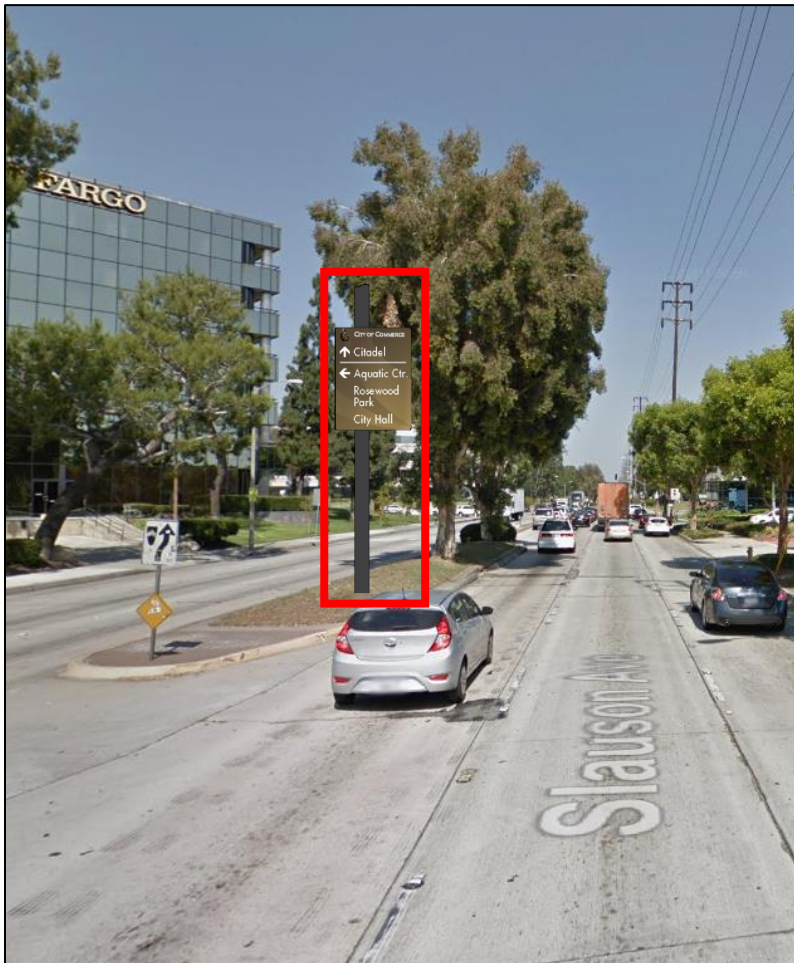
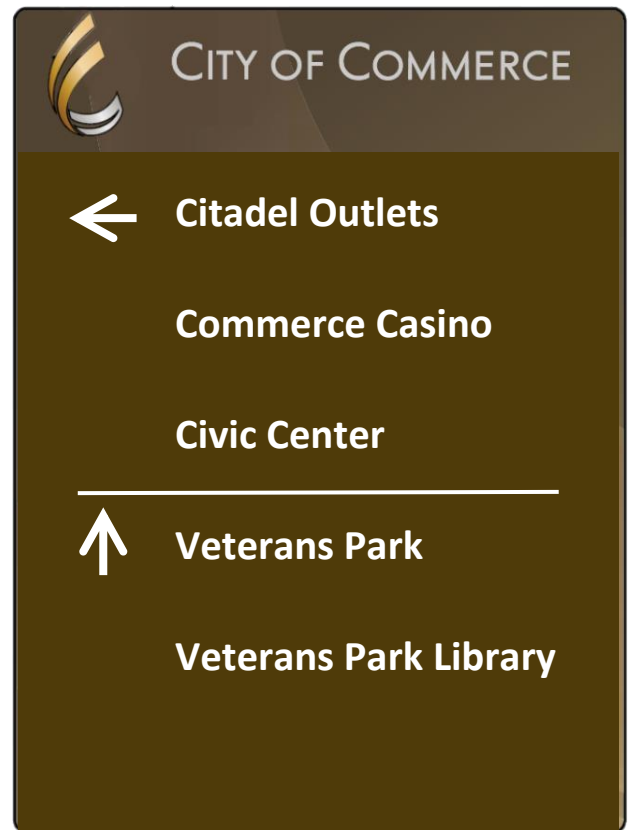


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 15: SOUTH SIDE OF WASHINGTON BLVD WEST OF ATLANTIC BLVD

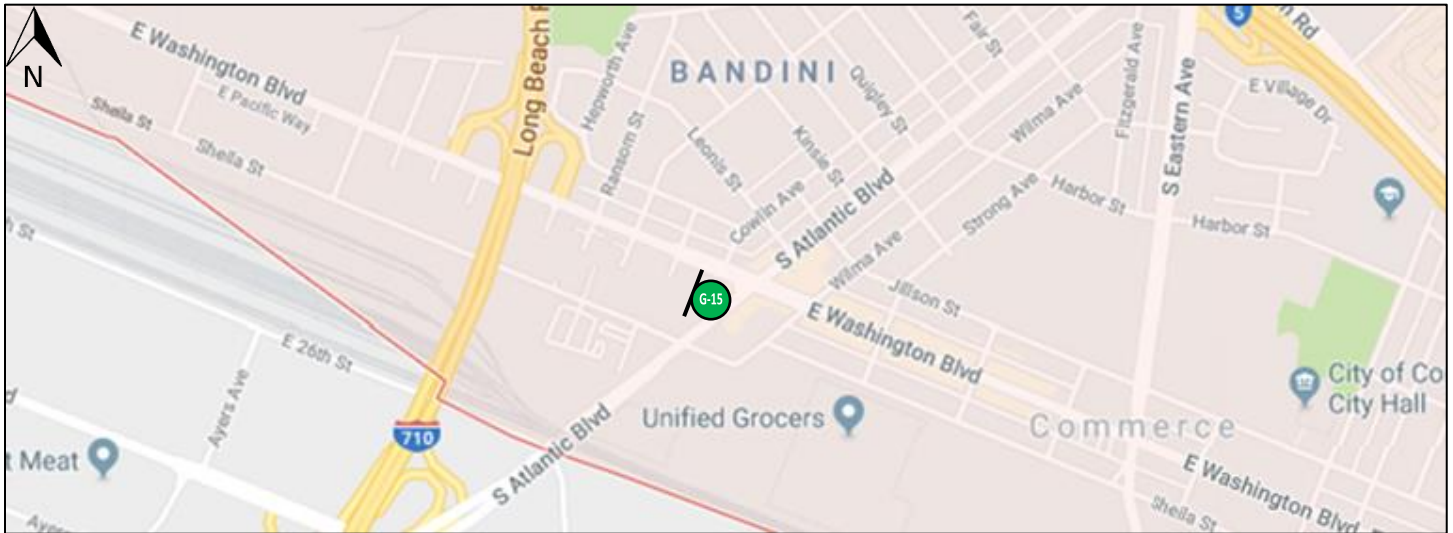
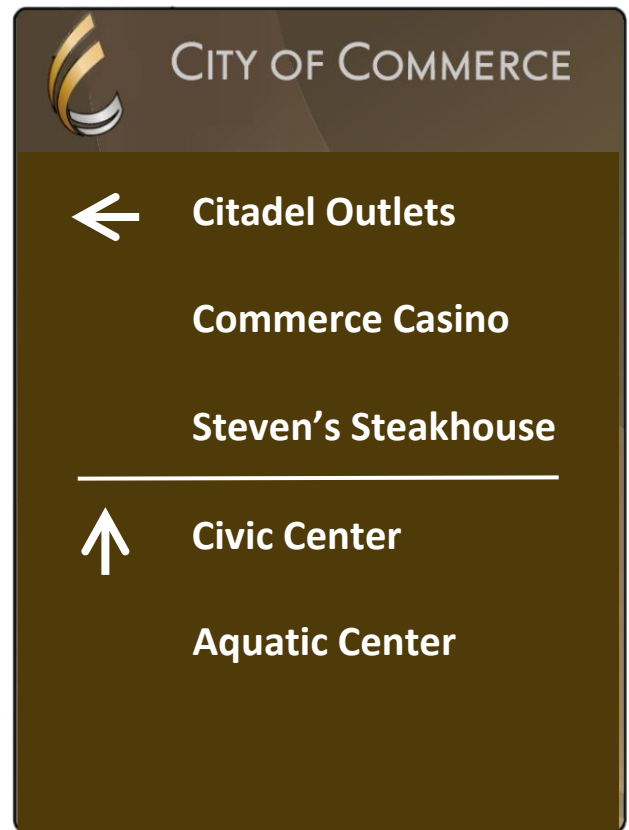


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 16: WEST SIDE OF ATLANTIC BLVD NORTH OF WASHINGTON BLVD

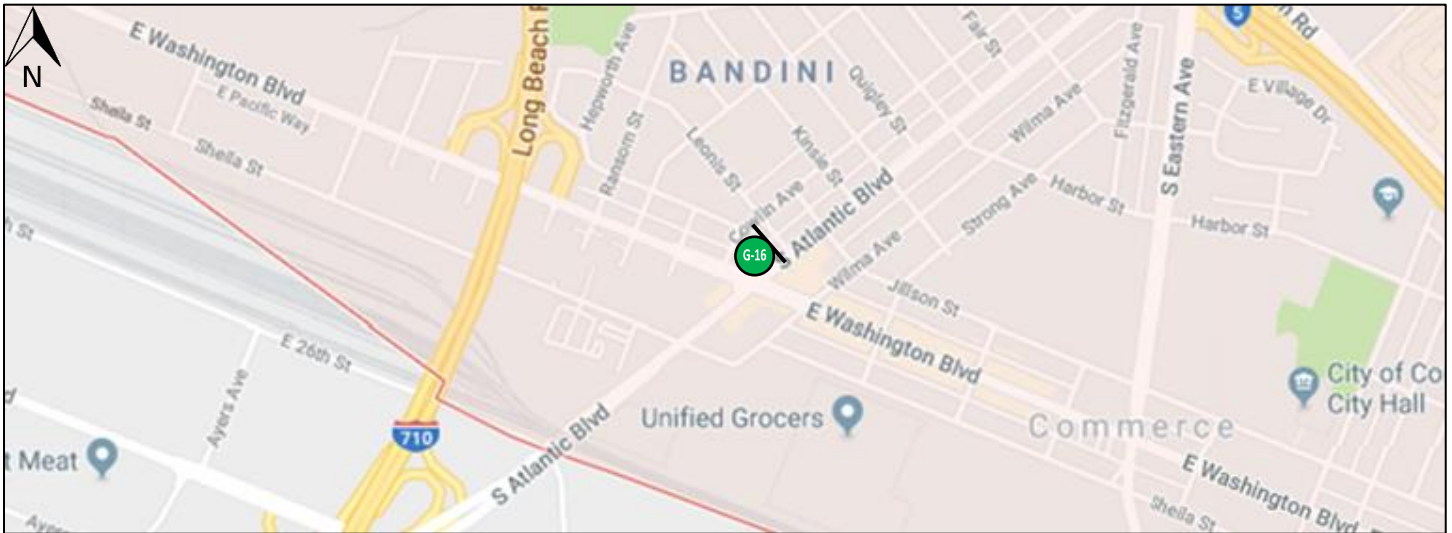
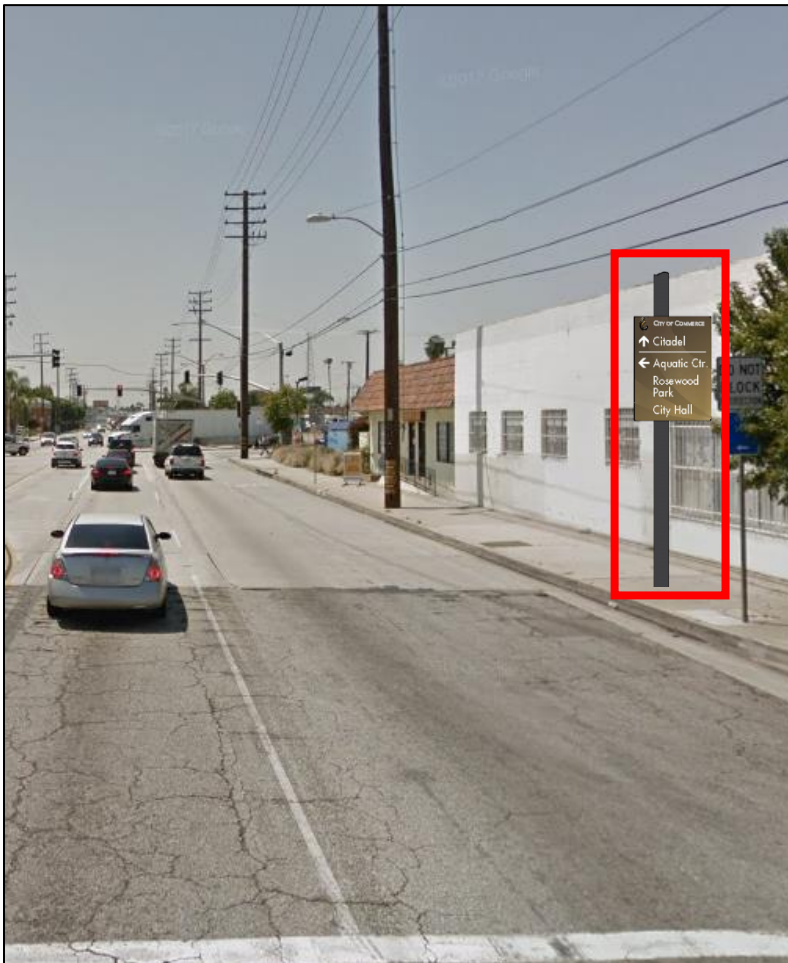
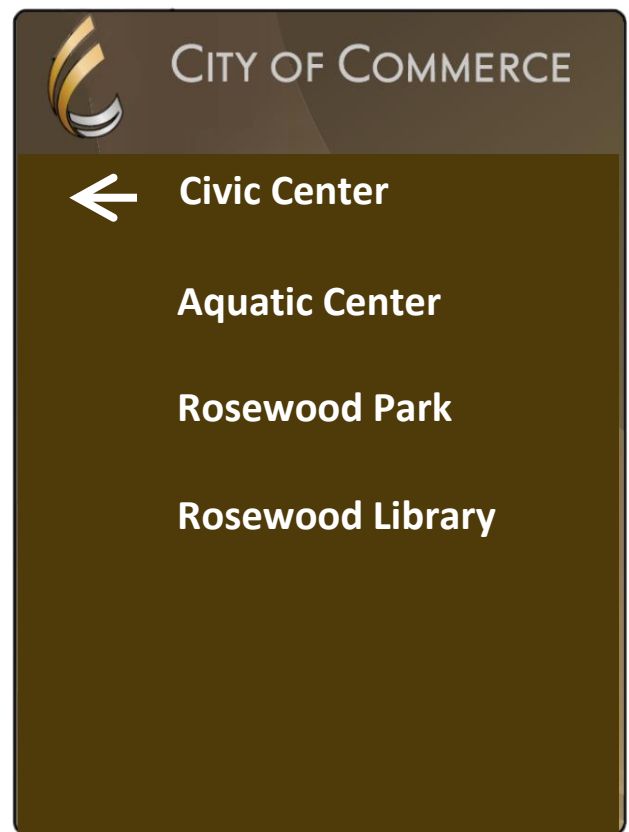


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use Standard Post for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 17: EAST SIDE OF ATLANTIC BLVD SOUTH OF WASHINGTON BLVD

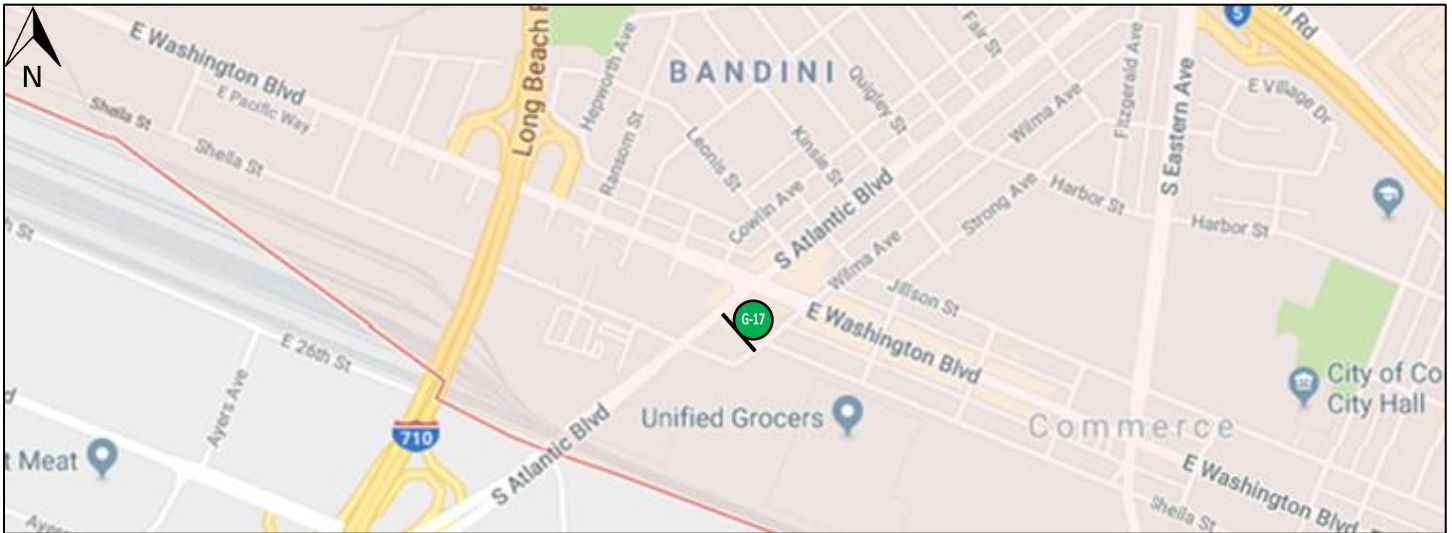
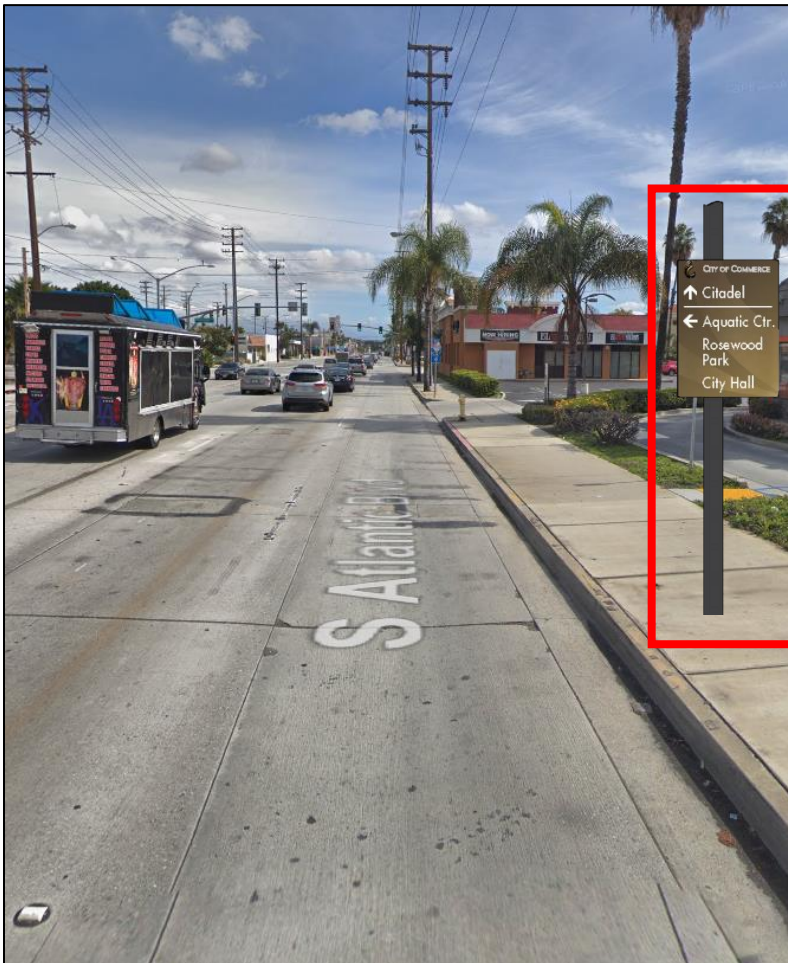
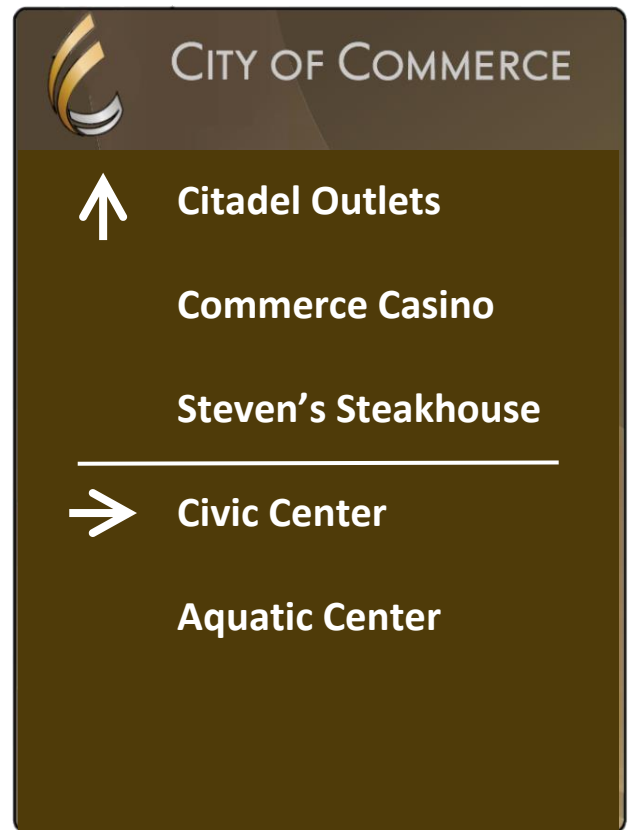


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



Date Issued: July 2, 2019 Citywide Wayfinding Vehicular Directional Signs Project

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 18: NORTH SIDE OF WASHINGTON BLVD EAST OF ATLANTIC BLVD

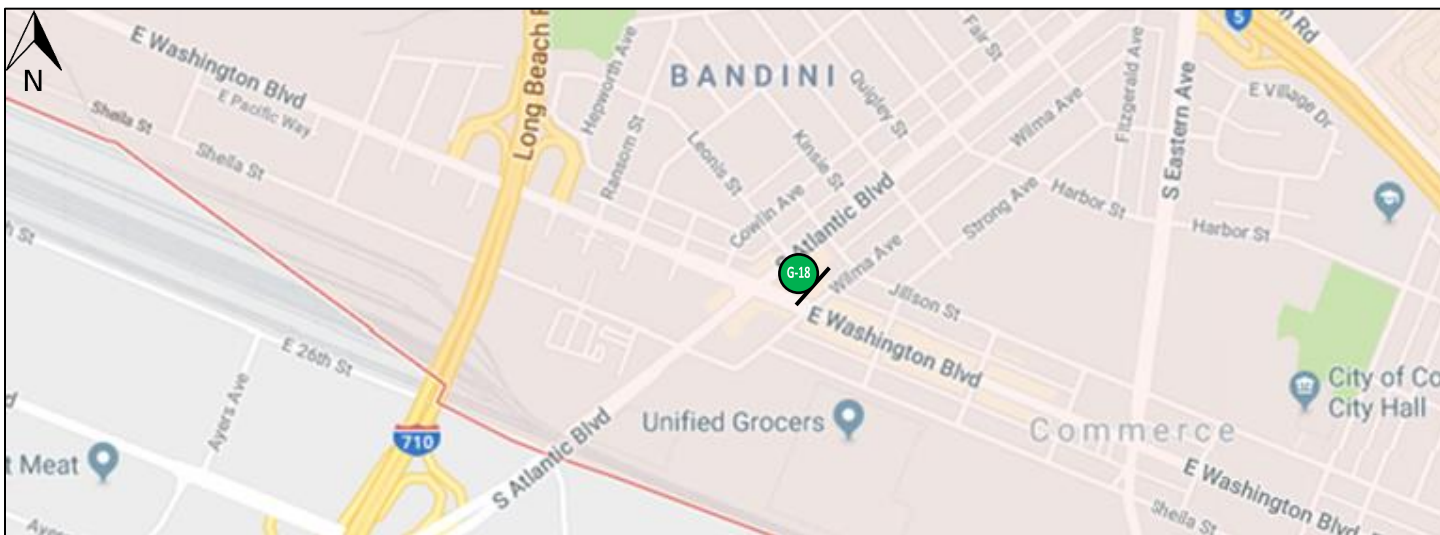
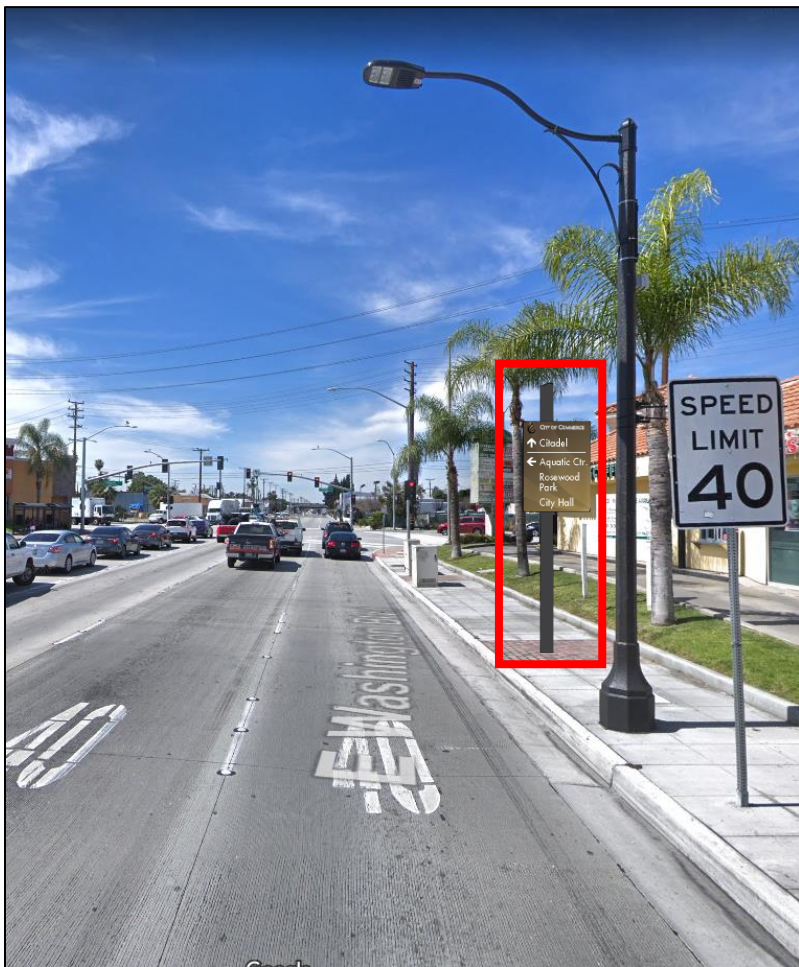
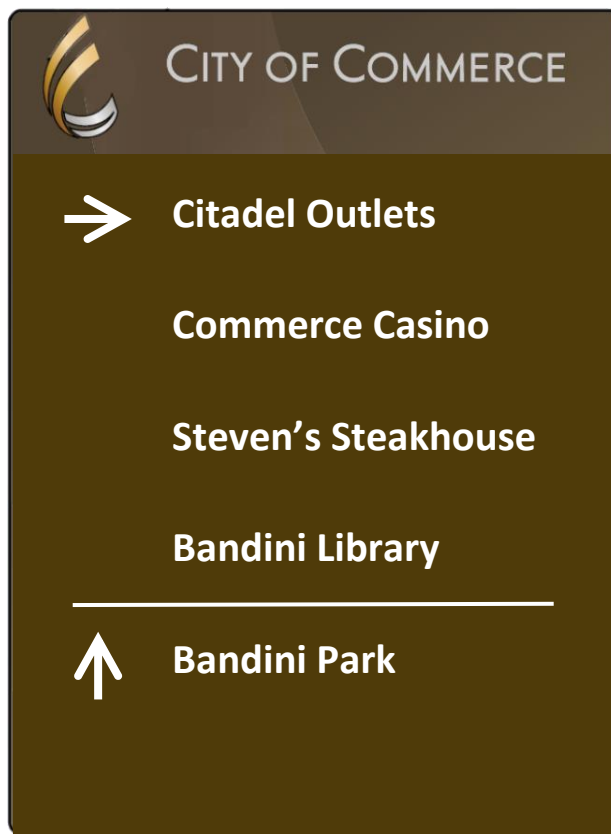


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 19: SOUTH SIDE OF WASHINGTON BLVD WEST OF EASTERN AVE

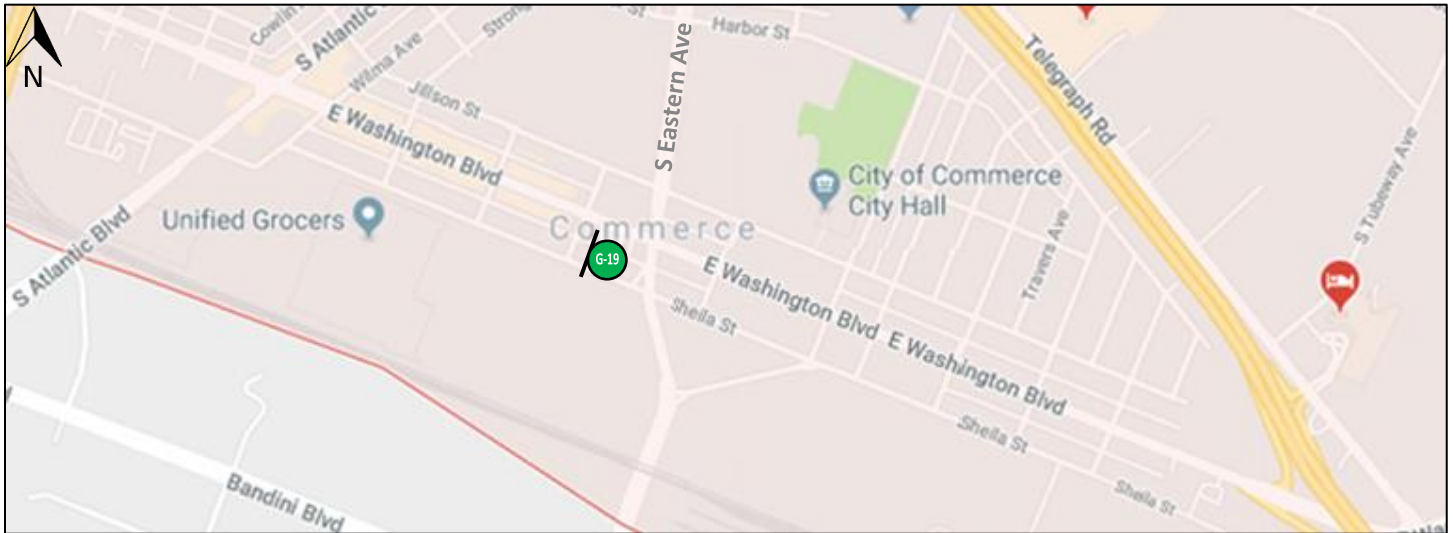
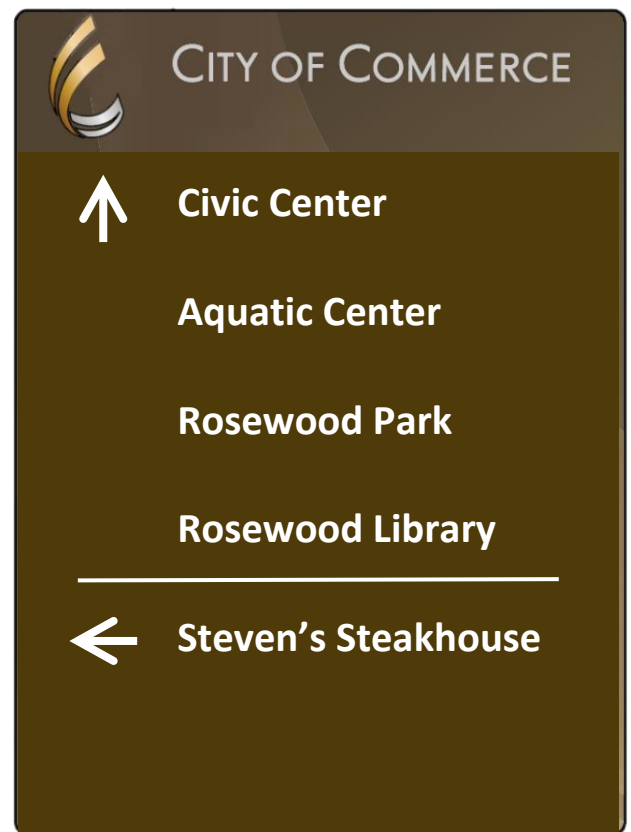


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 20: MEDIAN ALONG EASTERN AVE NORTH OF WASHINGTON BLVD

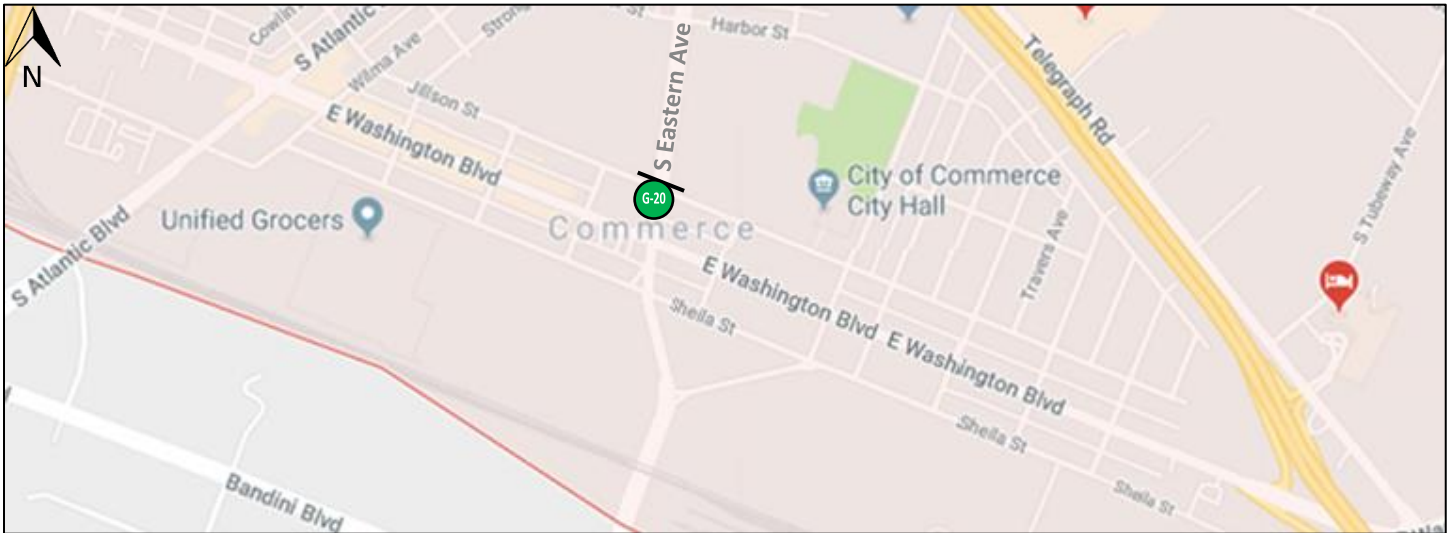
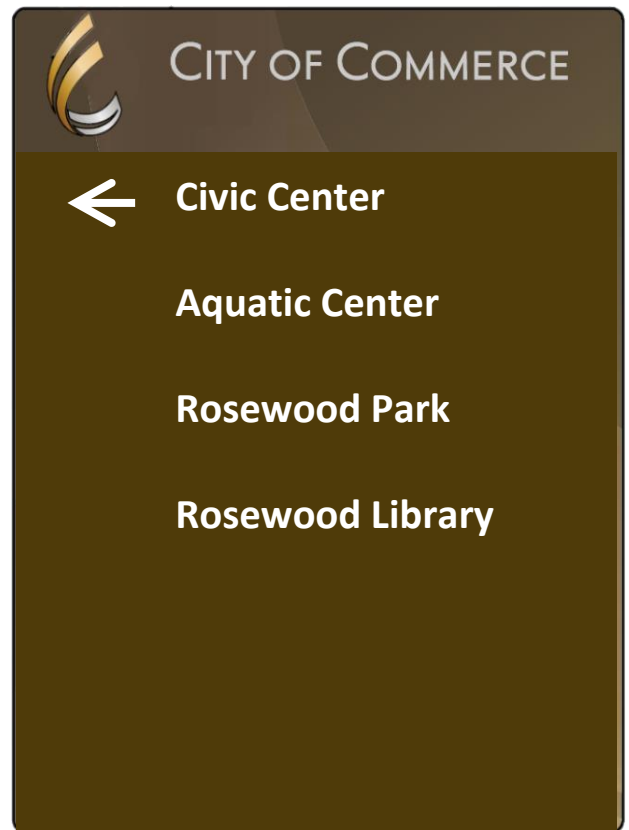


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 21: EAST SIDE OF EASTERN AVE SOUTH OF WASHINGTON BLVD

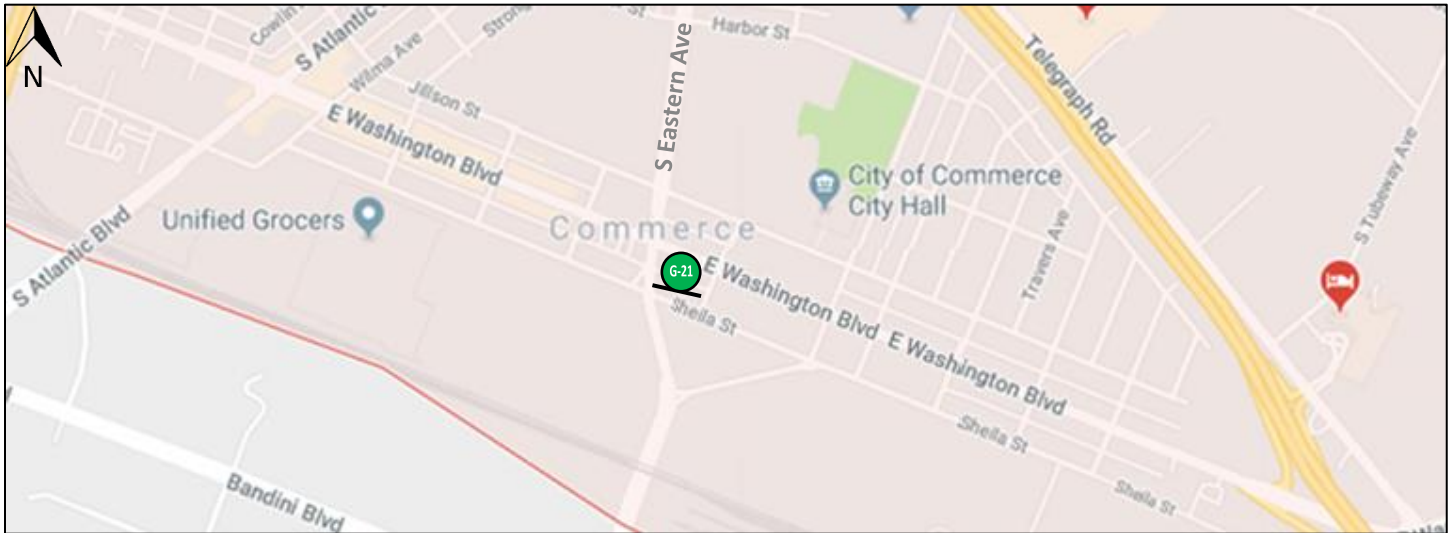
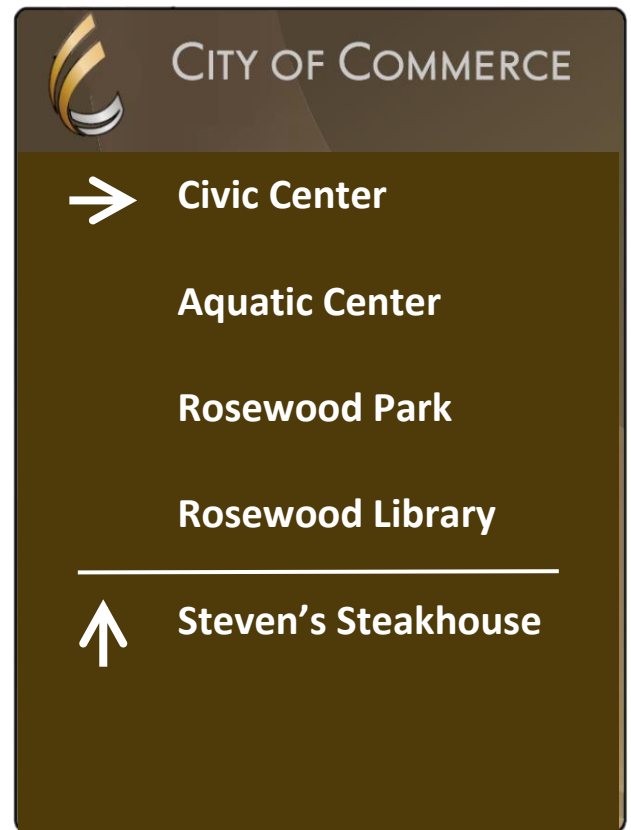


IMAGE OF PROPOSED LOCATION (Image is not to scale)



WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 22: NORTH SIDE OF WASHINGTON BLVD EAST OF EASTERN AVE

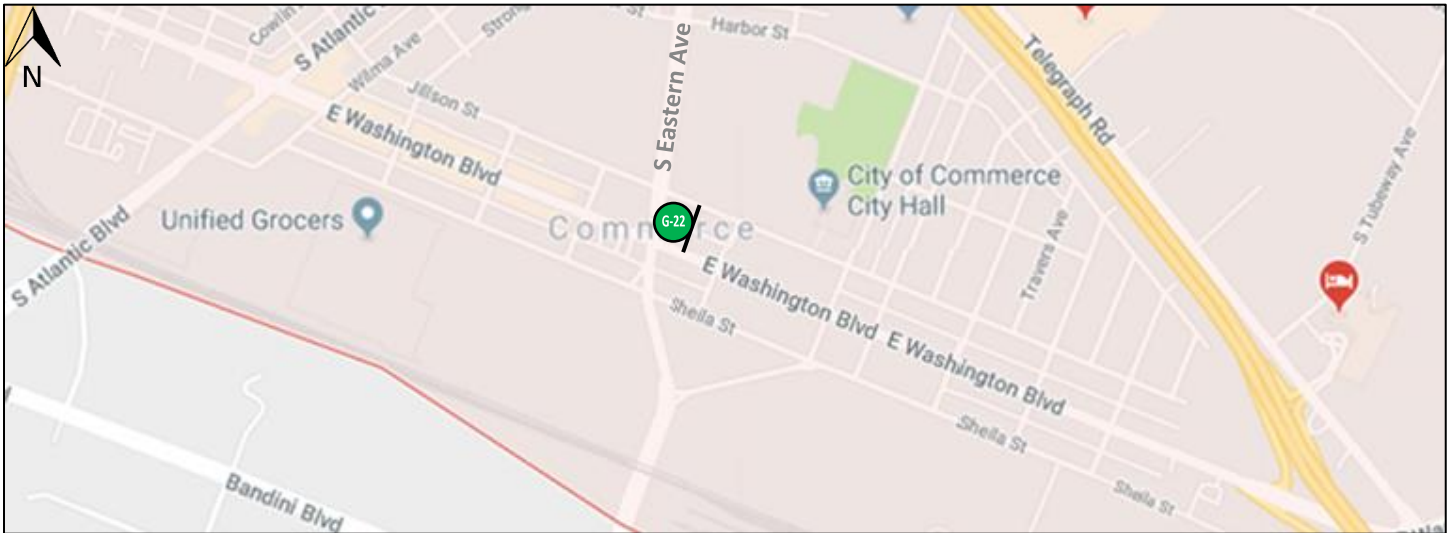
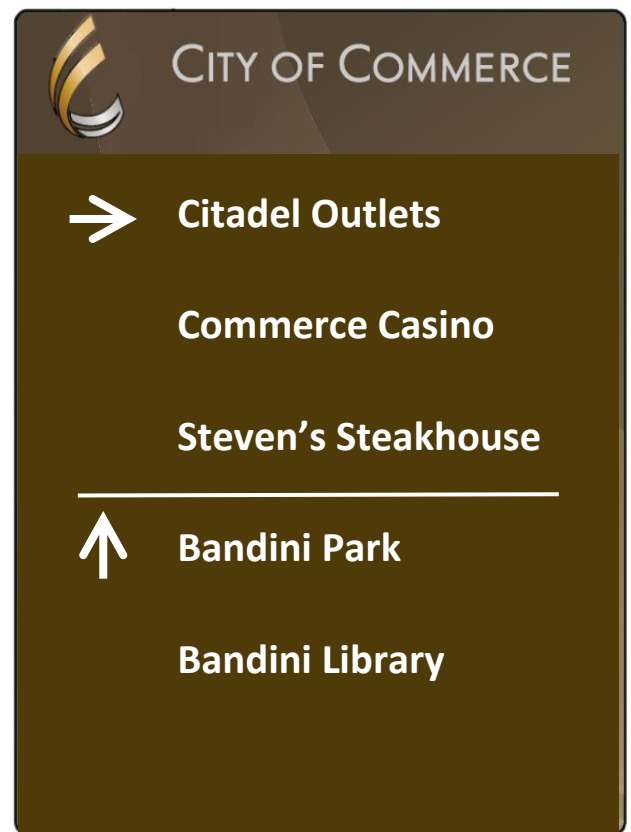


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 23: SOUTH SIDE OF WASHINGTON BLVD WEST OF COMMERCE WAY

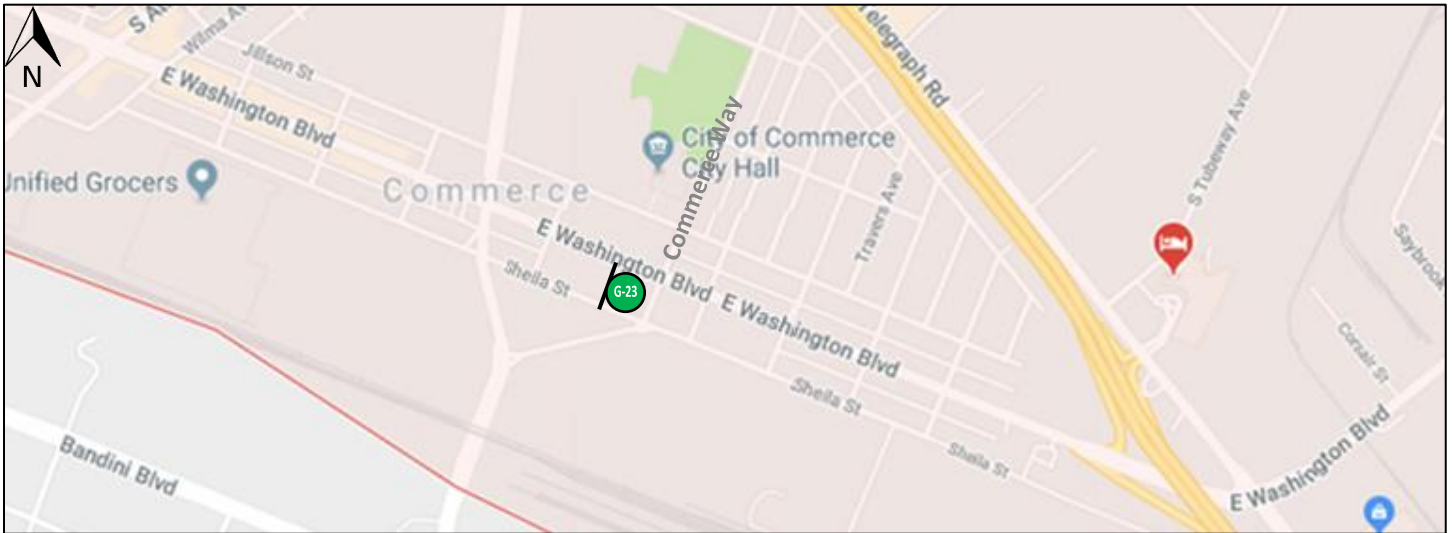
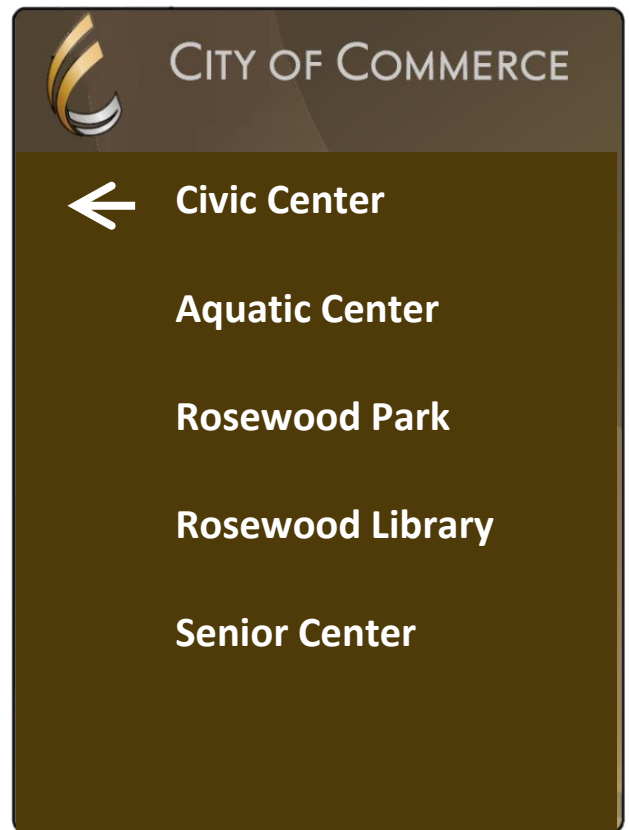


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 24: EAST SIDE OF COMMERCE WAY SOUTH OF WASHINGTON BLVD

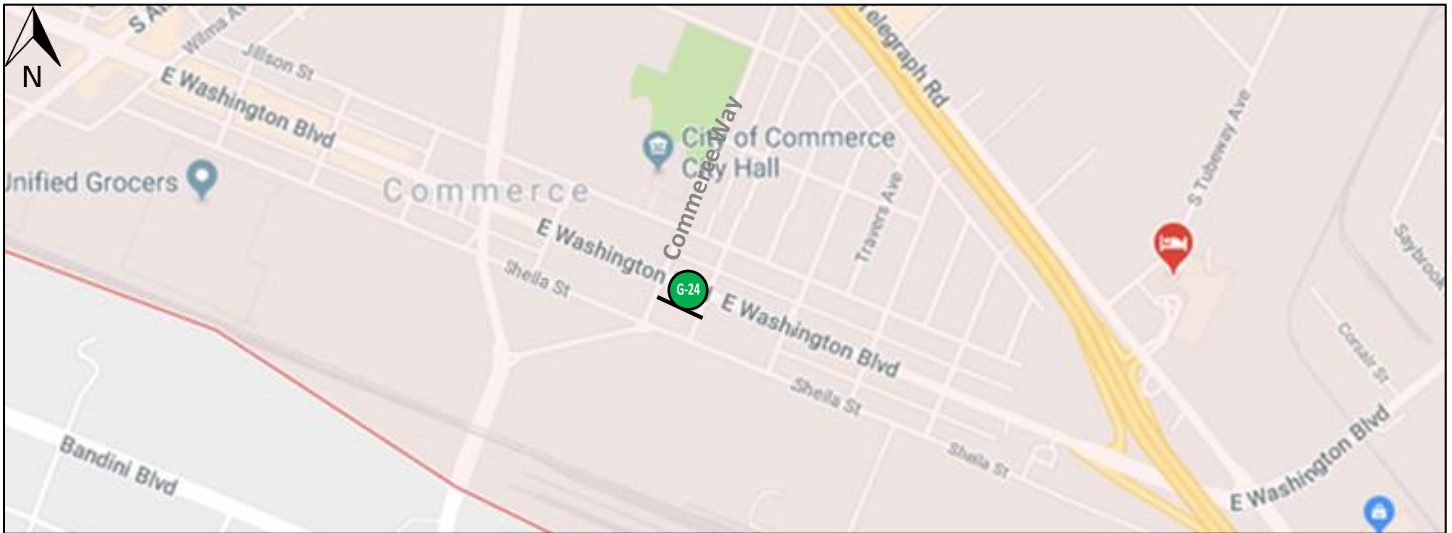
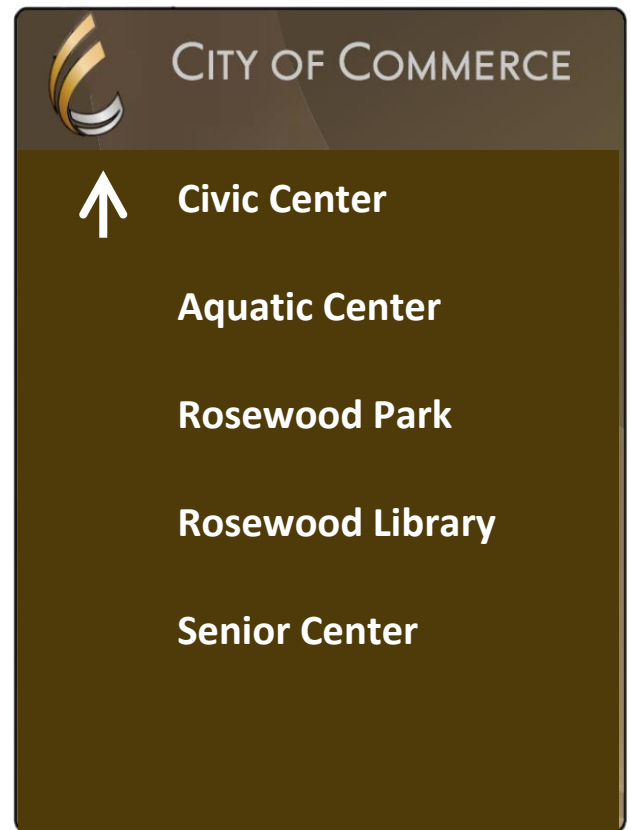


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 25: NORTH SIDE OF WASHINGTON BLVD EAST OF COMMERCE WAY

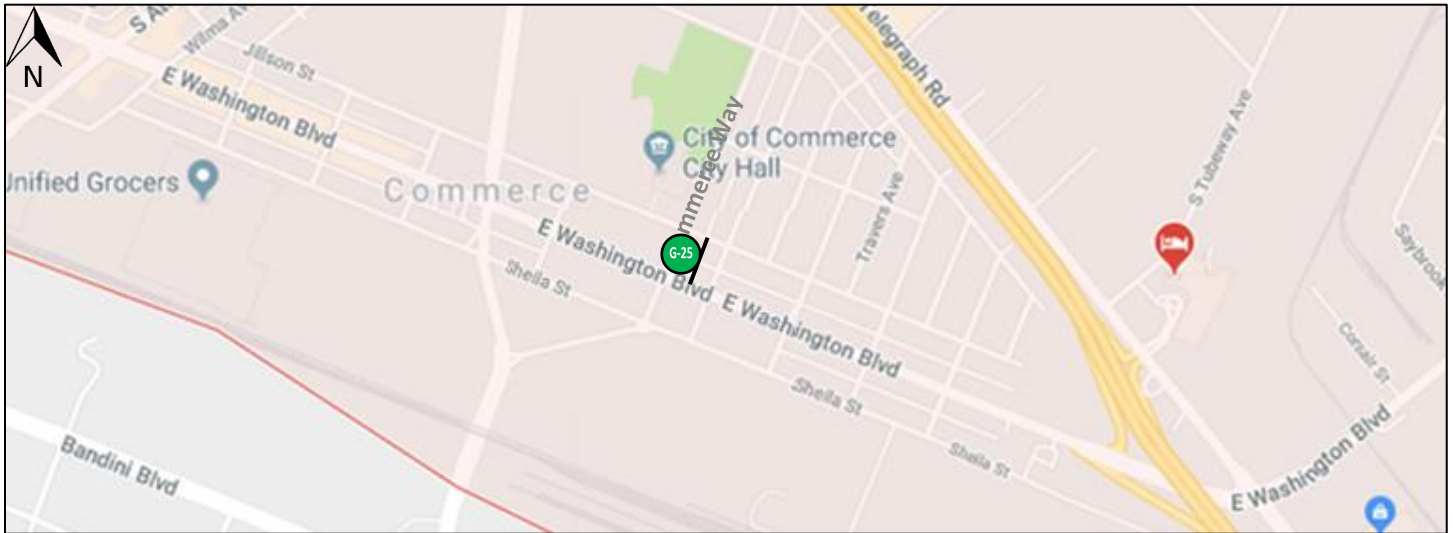
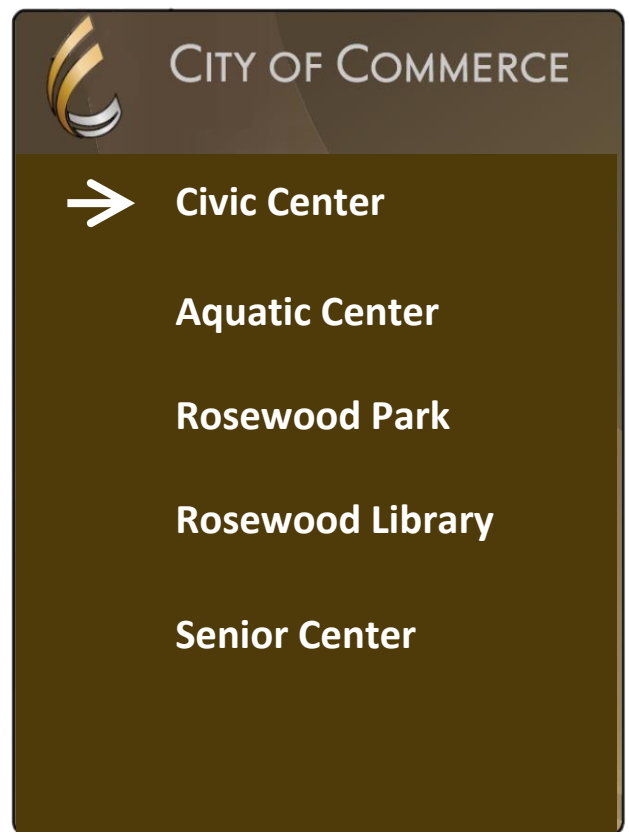


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 26: SOUTH SIDE OF WASHINGTON BLVD EAST OF I-5 S FWY ENTRANCE

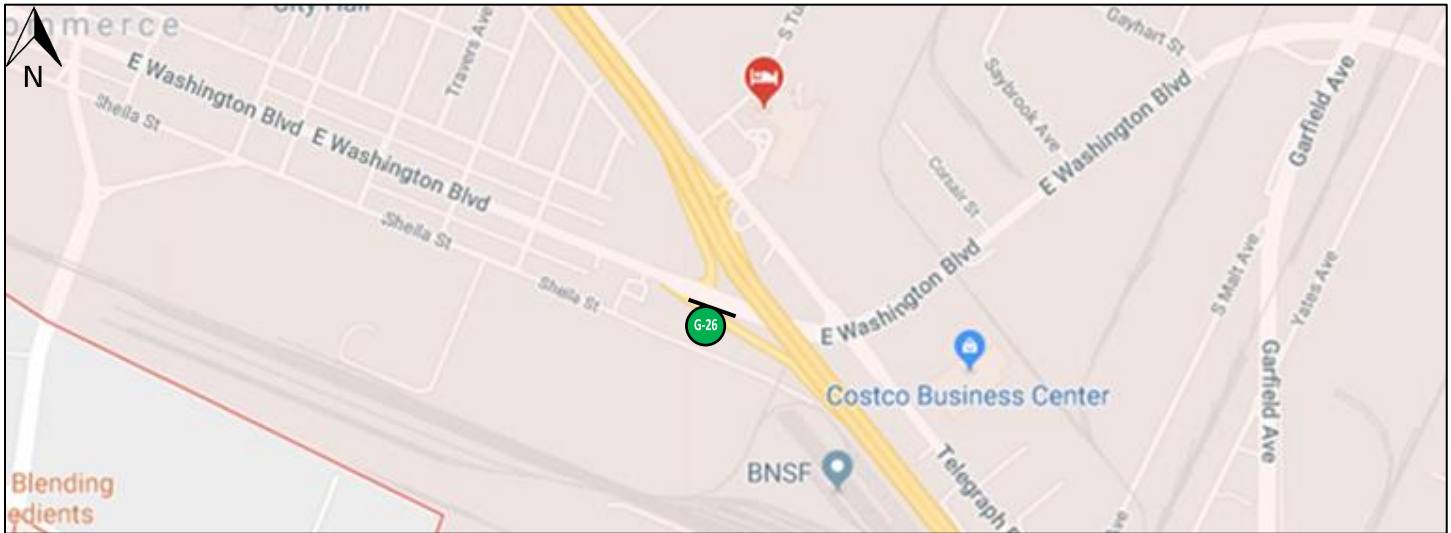
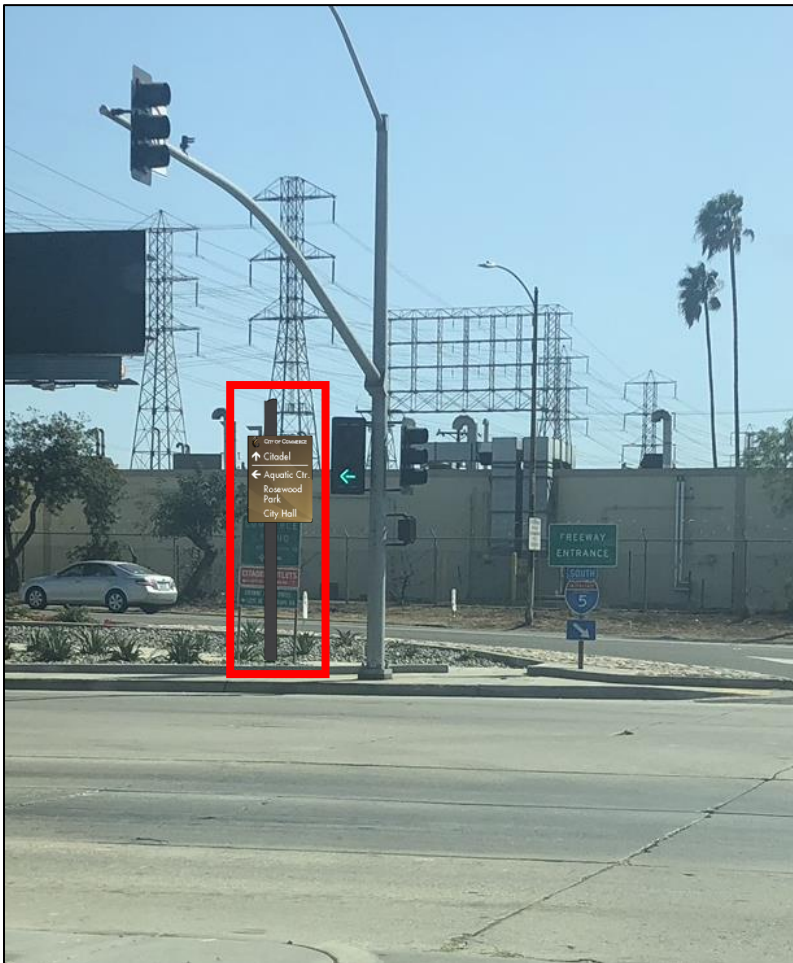
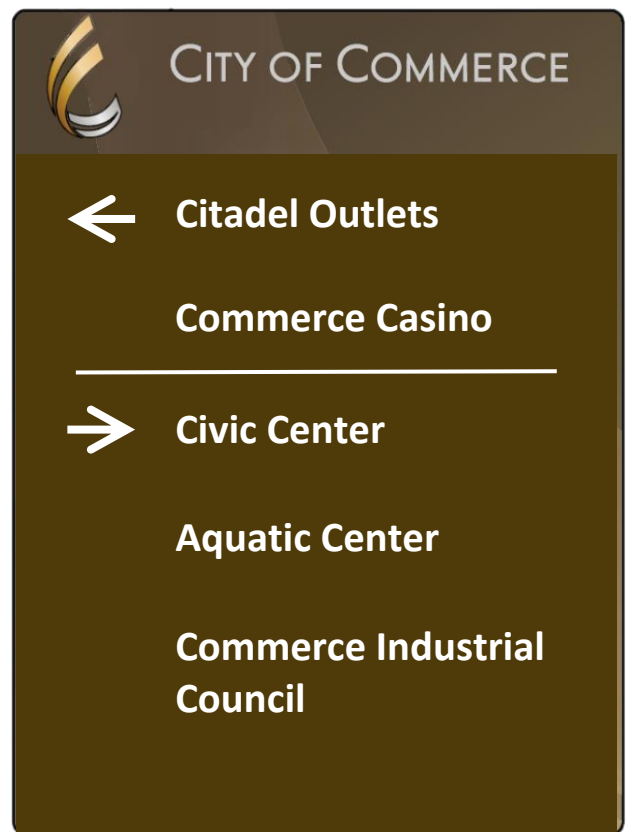


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 27: MEDIAN ALONG WASHINGTON BLVD WEST OF I-5 FWY BRIDGE

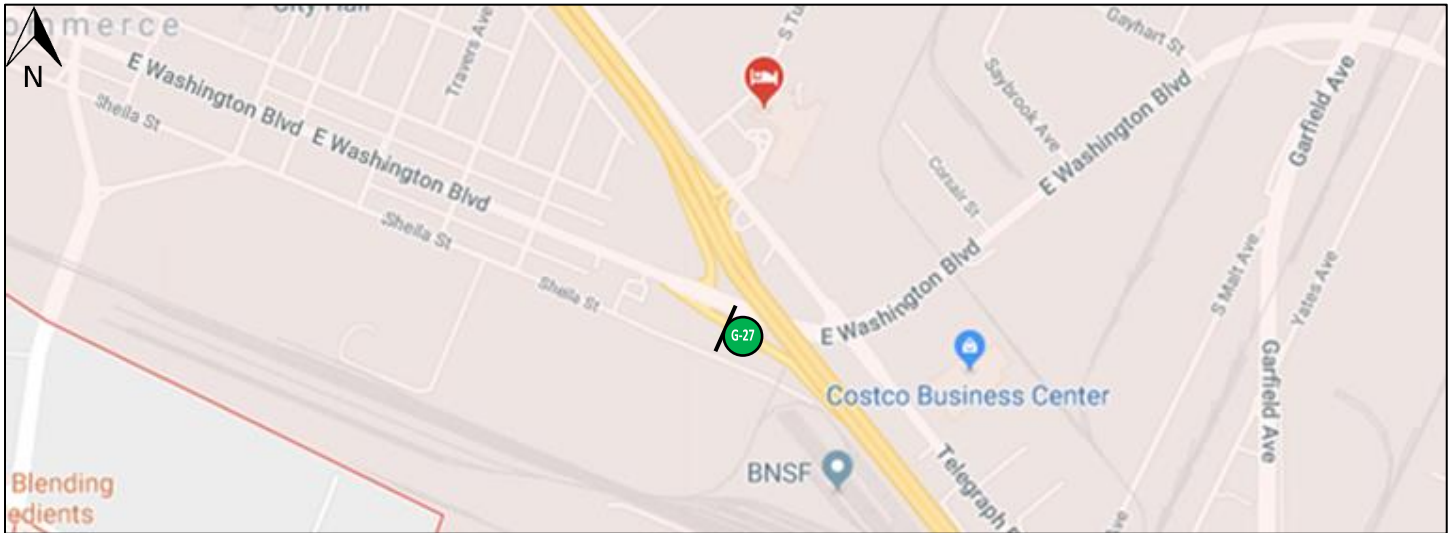
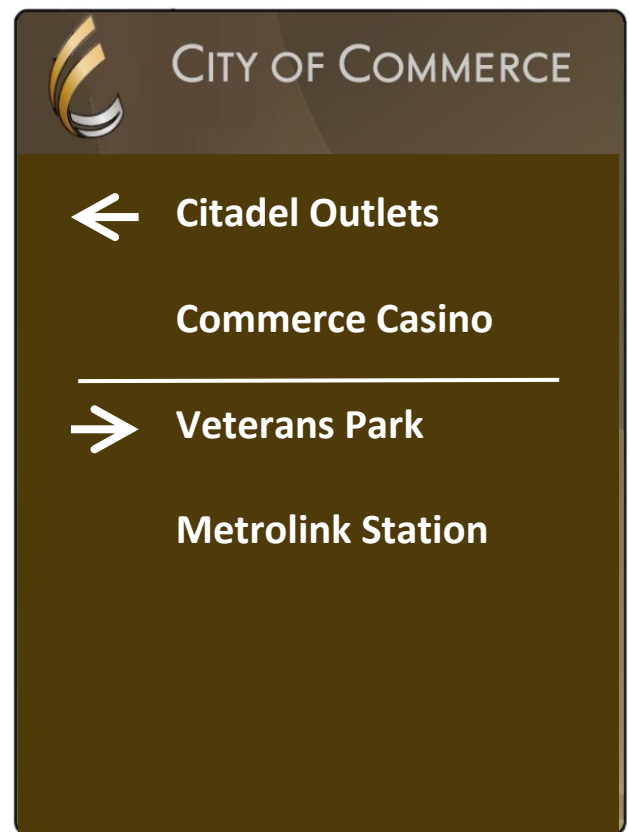


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 28: WEST SIDE OF TELEGRAPH RD NORTH OF WASHINGTON BLVD

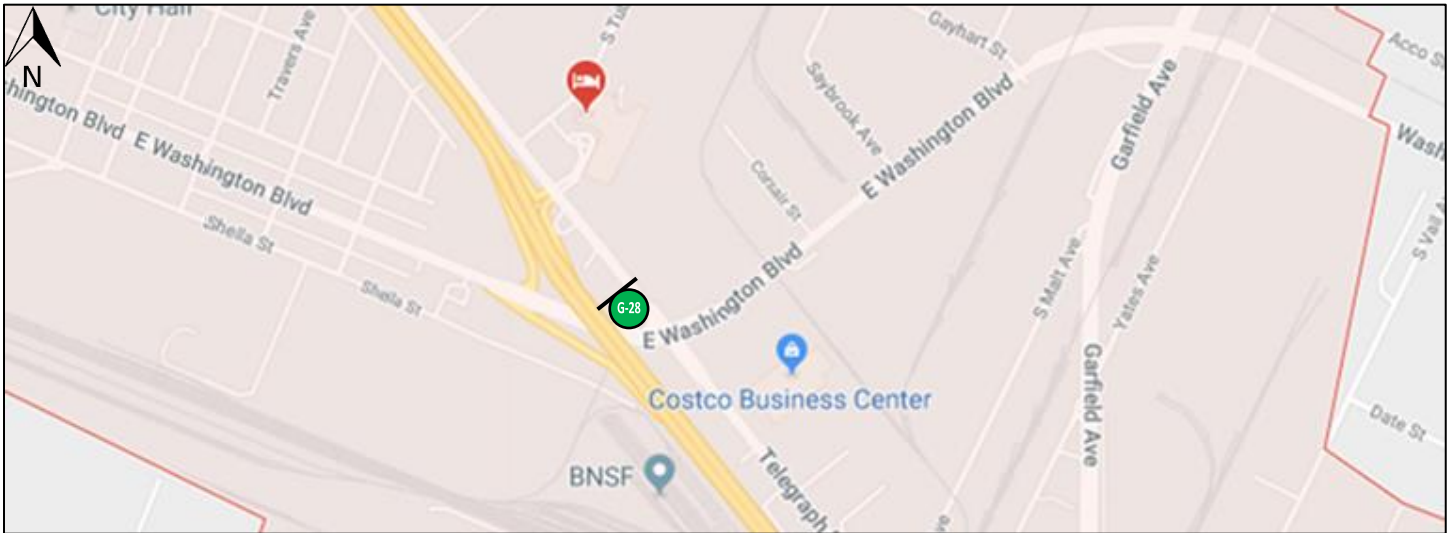
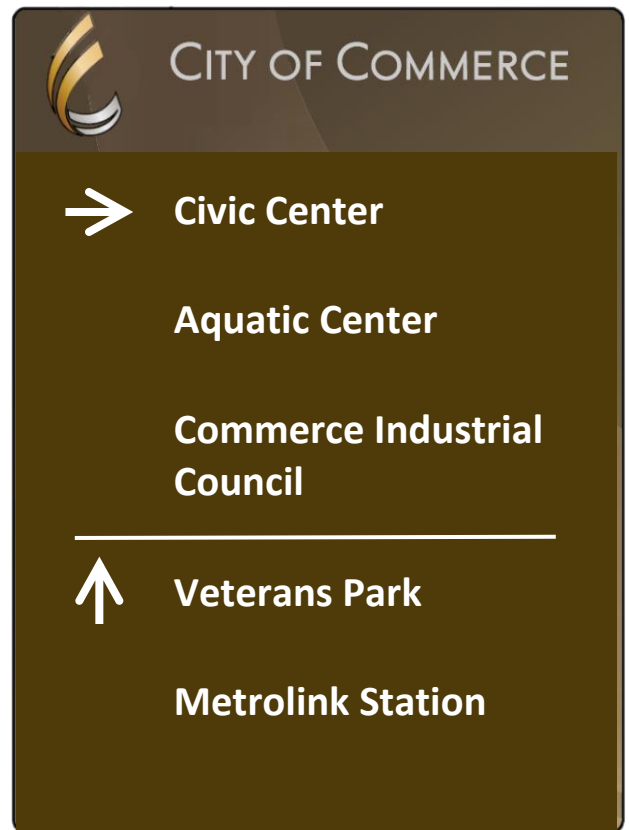


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 29: EAST SIDE OF TELEGRAPH RD SOUTH OF COMMERCE CASINO ENTRANCE

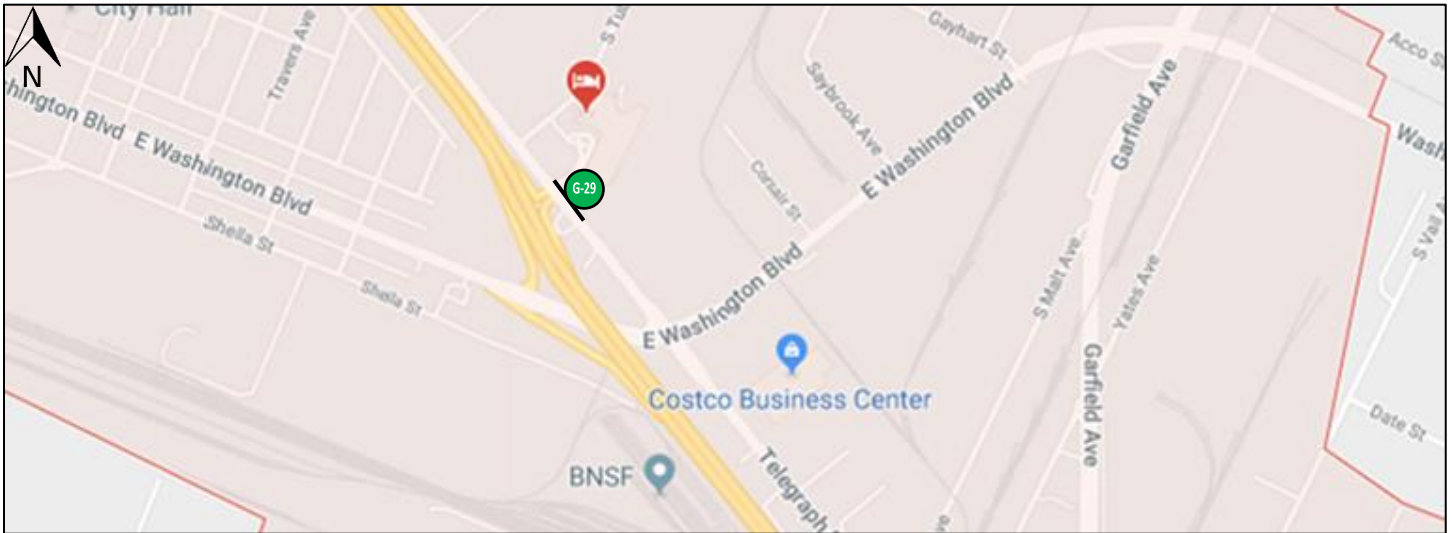
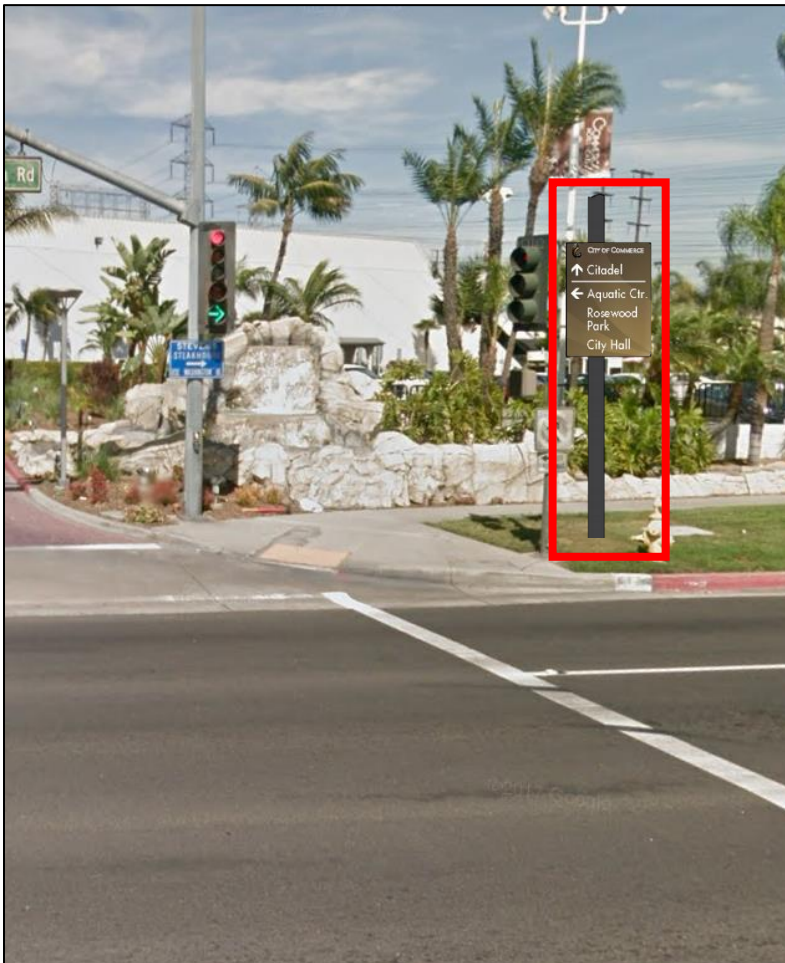
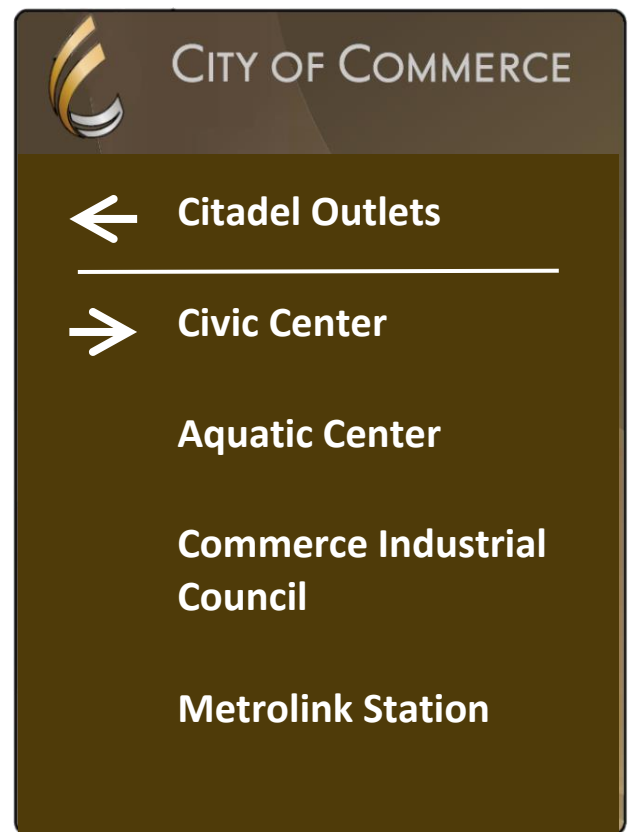


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 30: EAST SIDE OF TELEGRAPH RD NORTH OF WASHINGTON BLVD

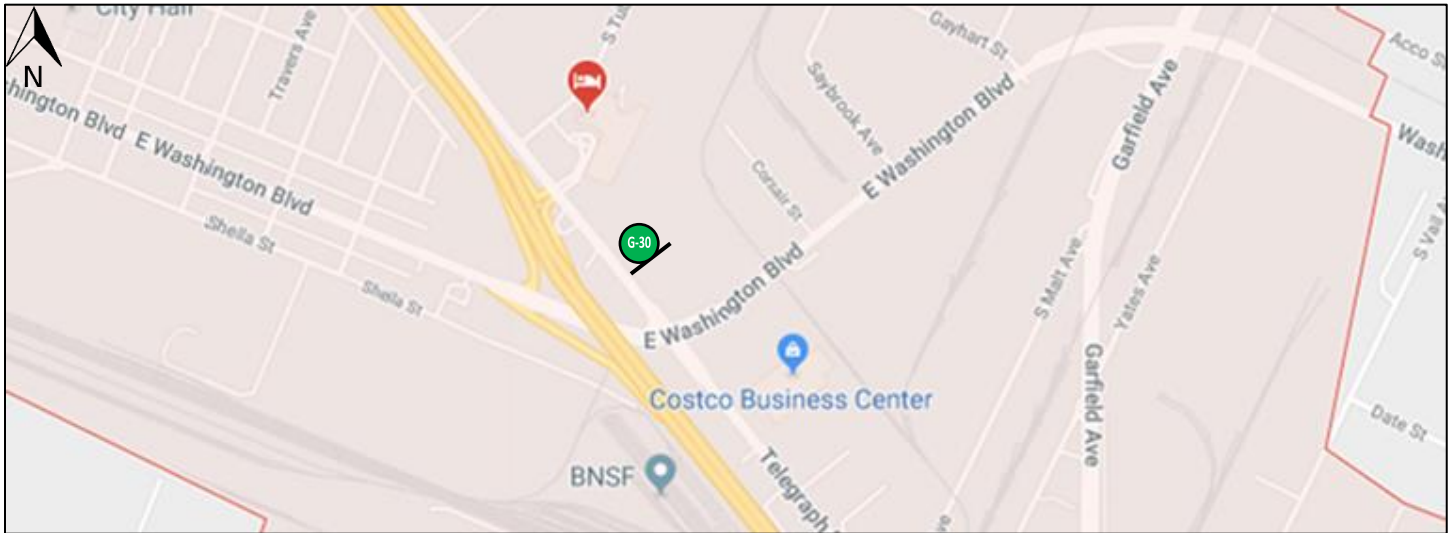
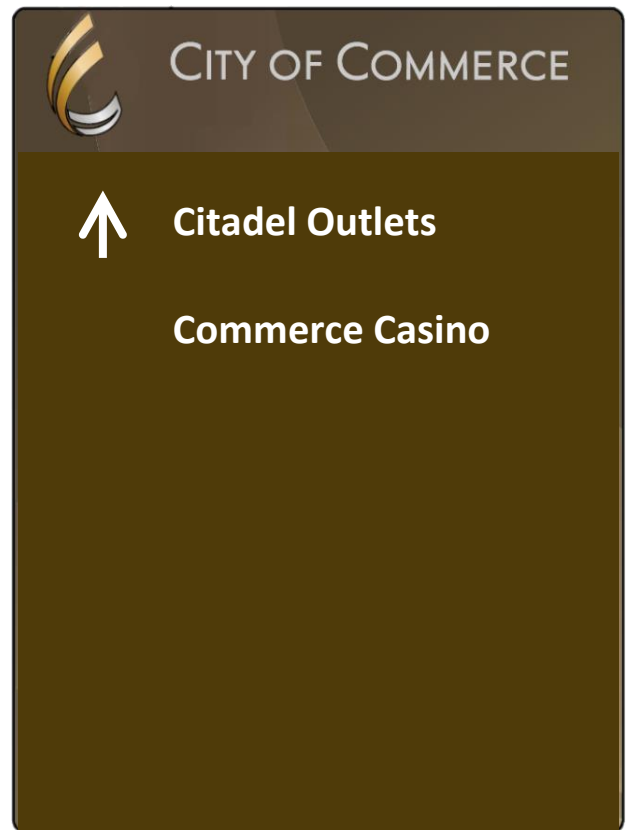


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 31: MEDIAN ALONG WASHINGTON BLVD EAST OF TELEGRAPH RD

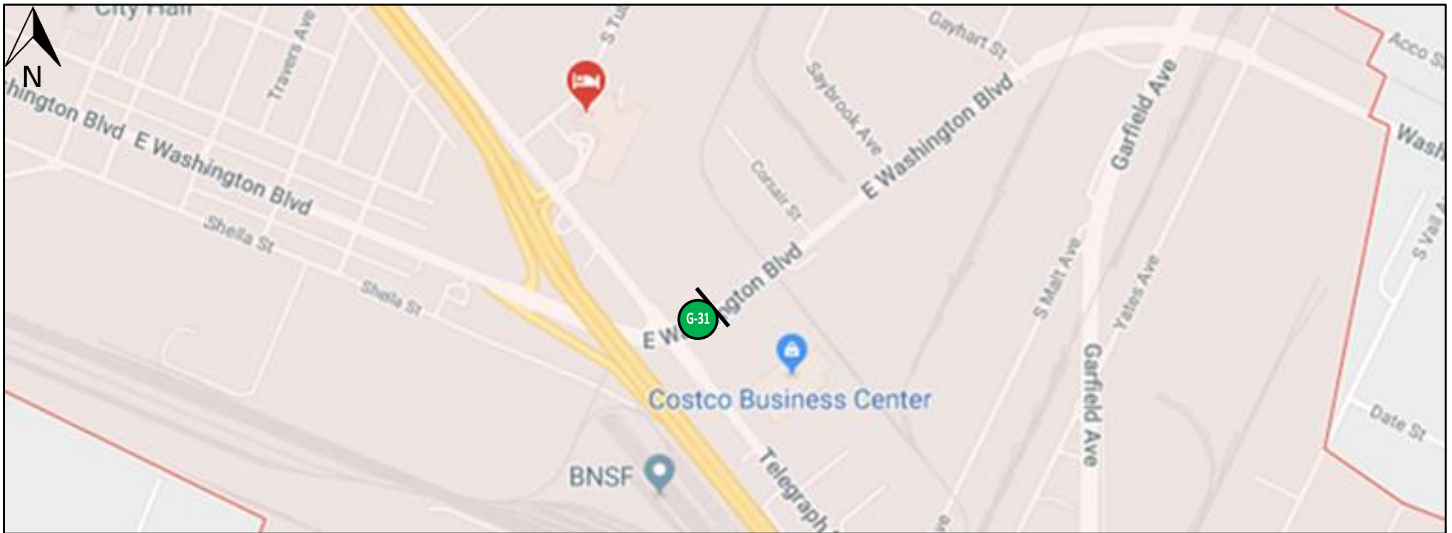
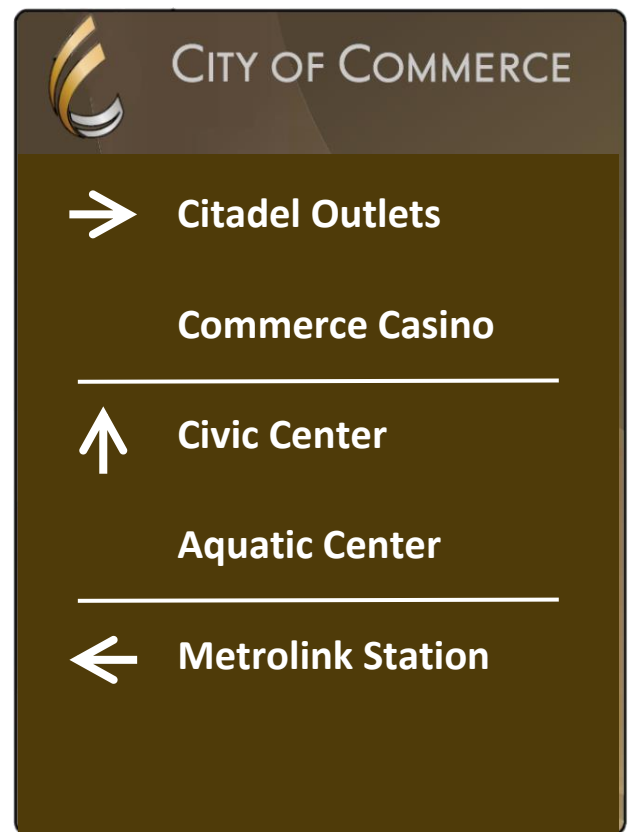


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 32: EAST SIDE OF TELEGRAPH RD SOUTH OF WASHINGTON BLVD

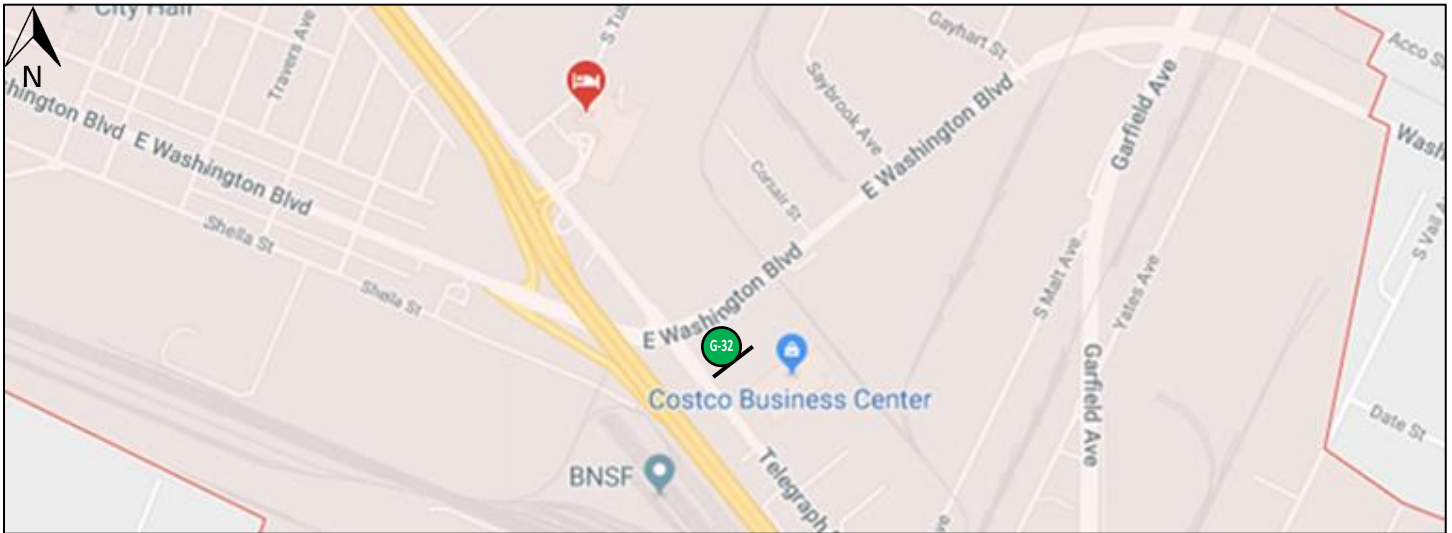
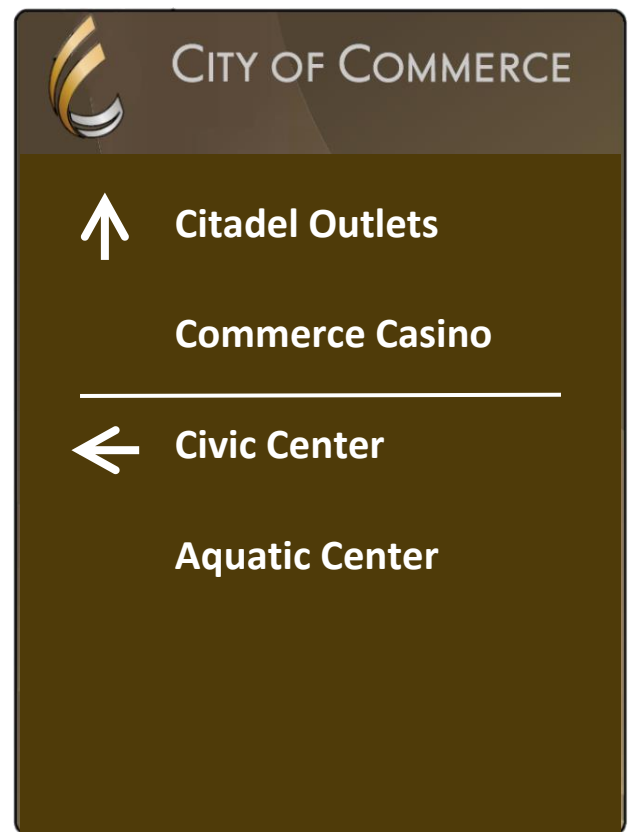


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 33: EAST SIDE OF TELEGRAPH RD SOUTH OF WASHINGTON BLVD

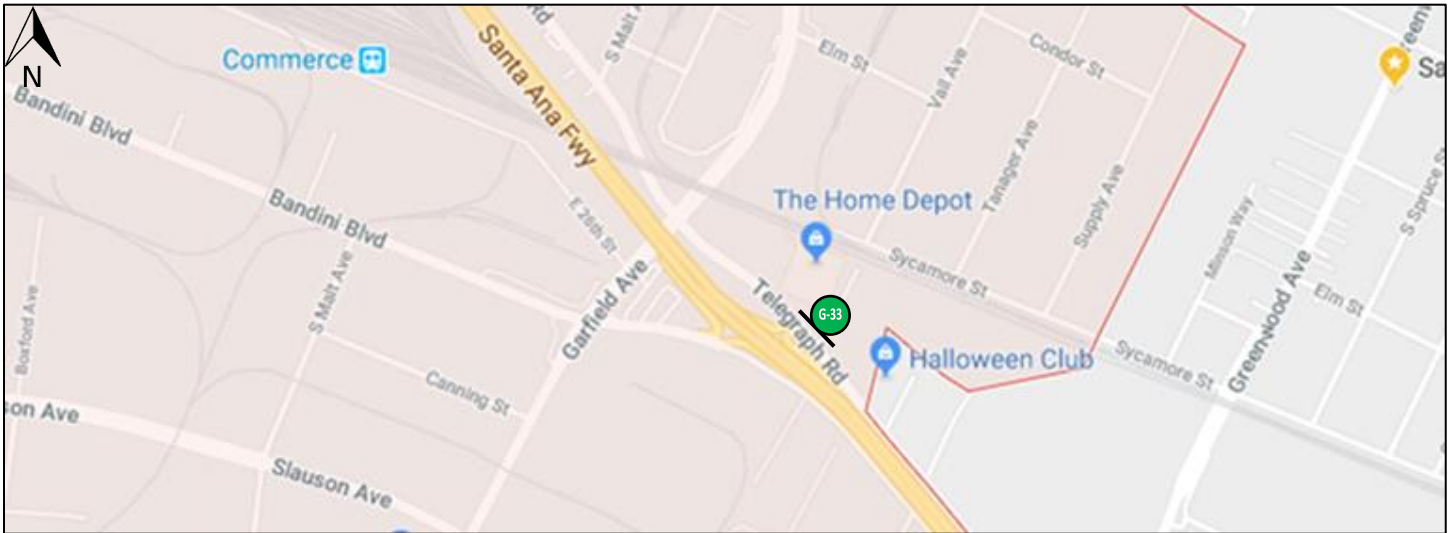
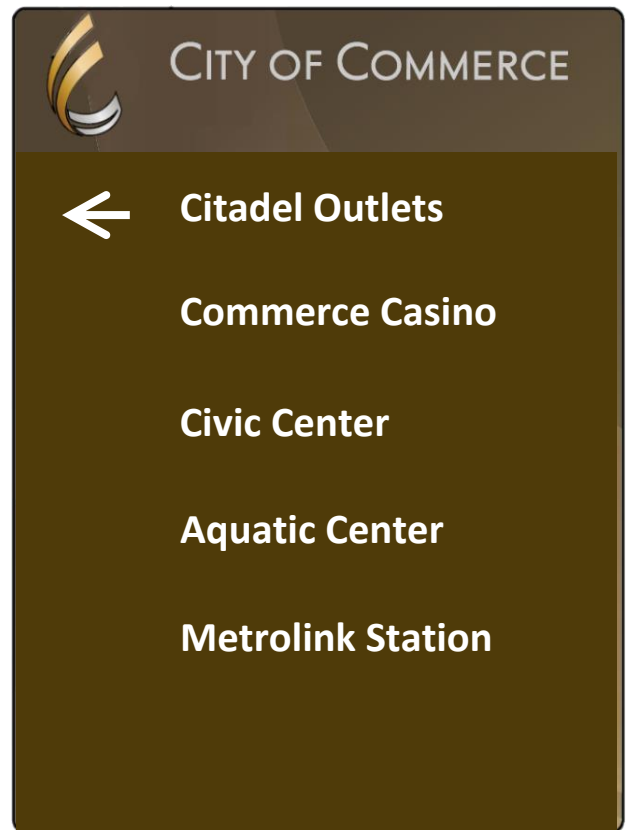


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 34: NORTH SIDE OF WASHINGTON BLVD EAST OF GARFIELD AVE

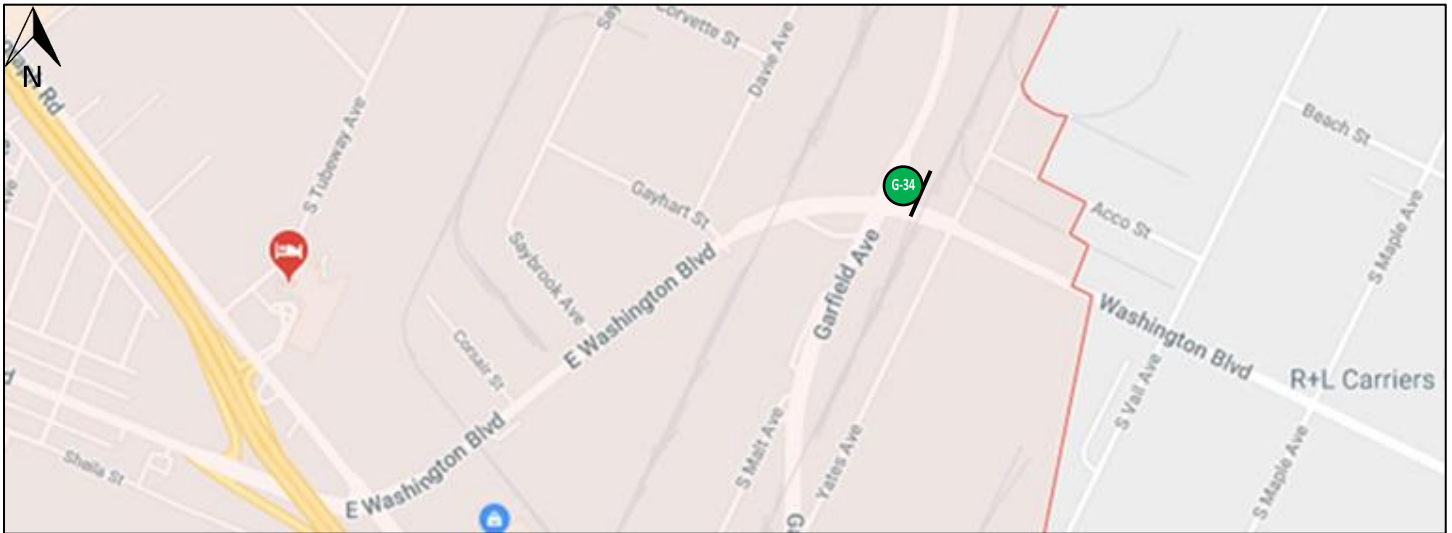
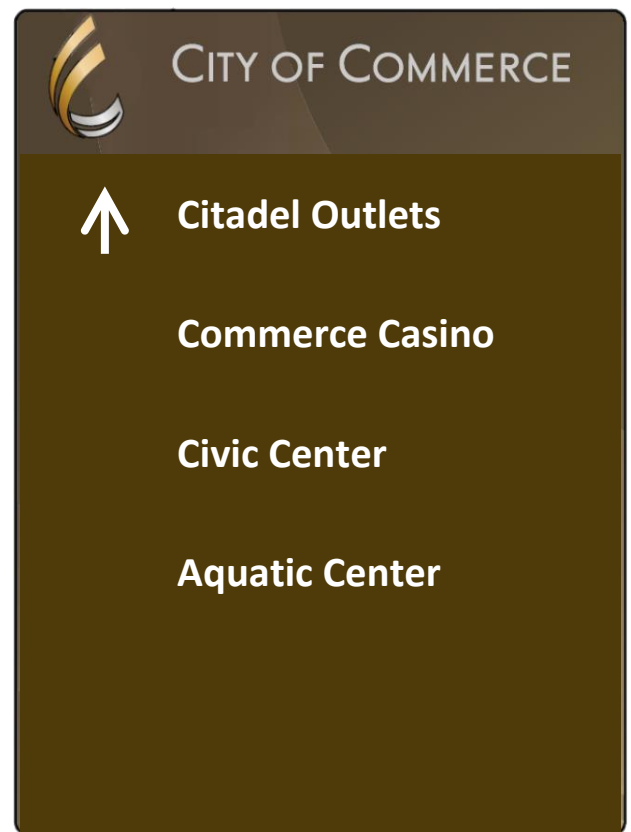


IMAGE OF PROPOSED LOCATION (Image is not to scale)



WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use Existing Light Post for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 35: WEST SIDE OF GARFIELD AVE NORTH OF WASHINGTON BLVD

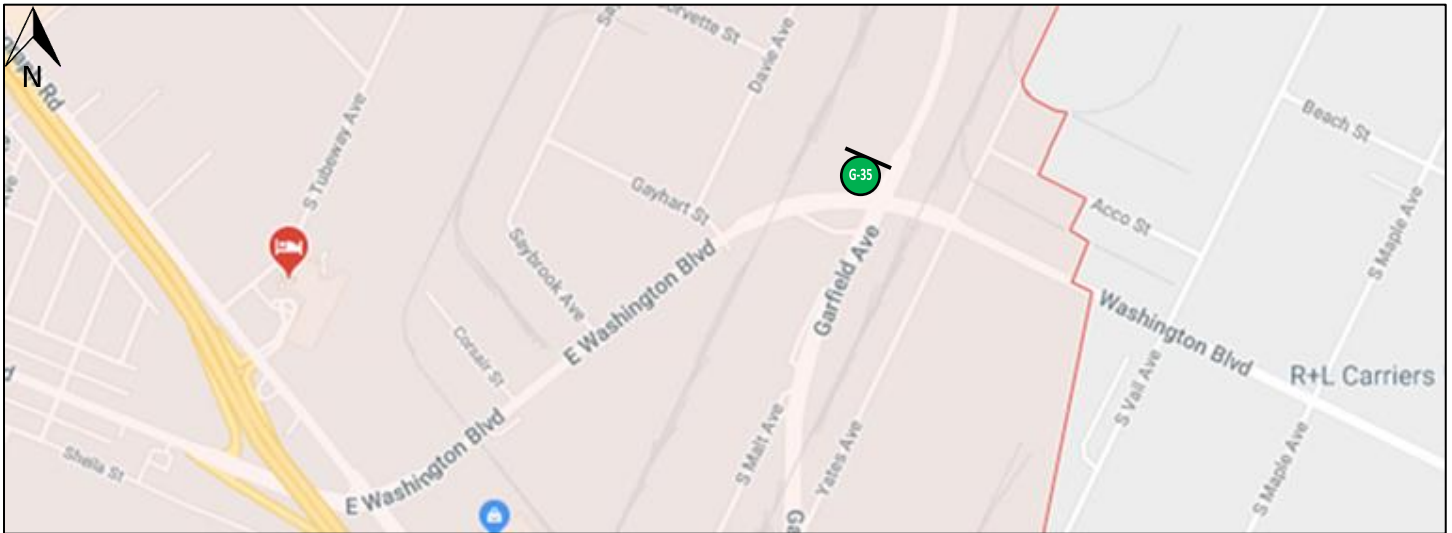
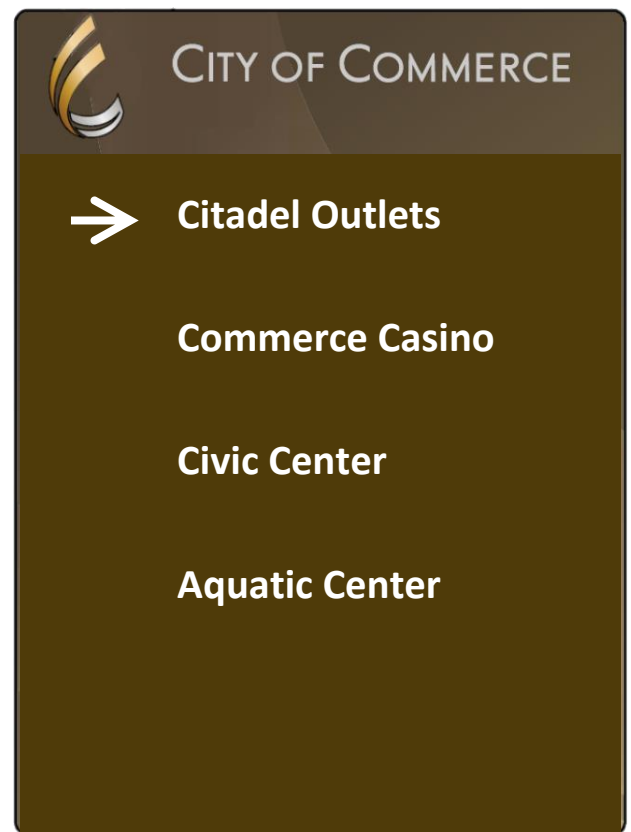


IMAGE OF PROPOSED LOCATION (Image is not to scale)



WORDING ON VEHICULAR DIRECTIONAL SIGN



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 36: MEDIAN ALONG EASTERN AVE NORTH OF HARBOR ST

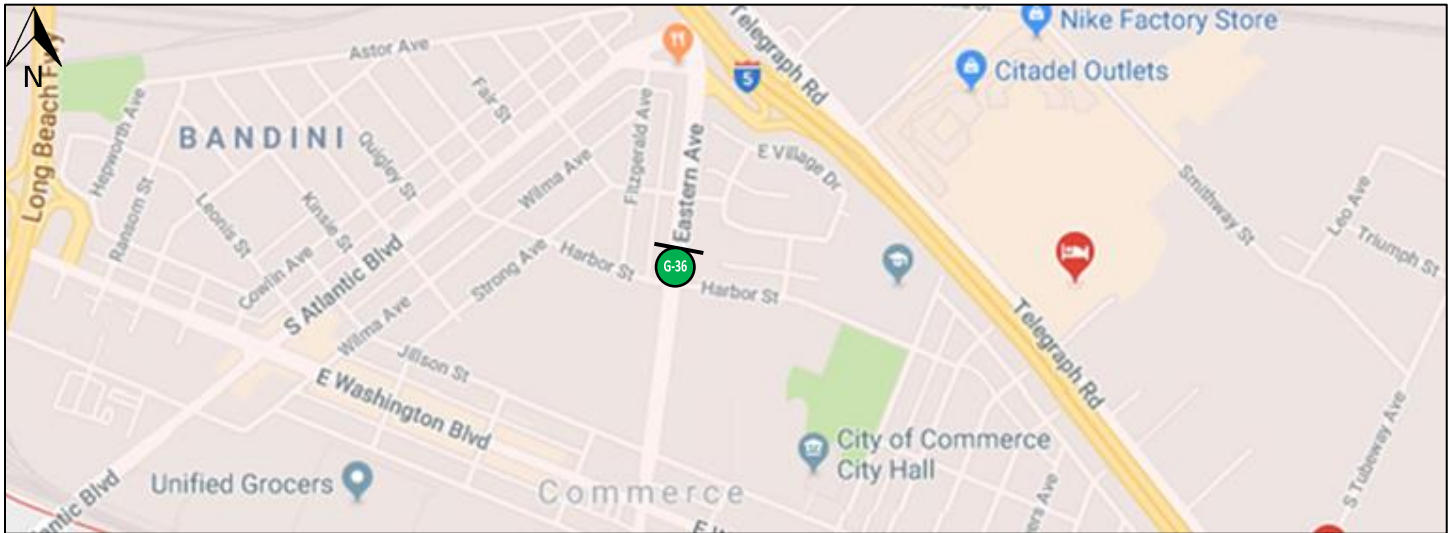
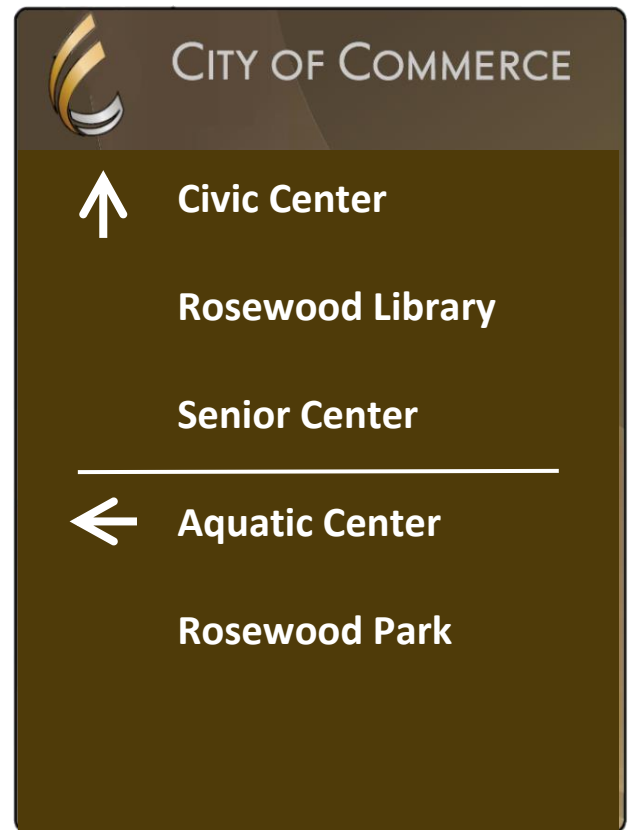


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 37: MEDIAN ALONG EASTERN AVE SOUTH OF STEVENS PL

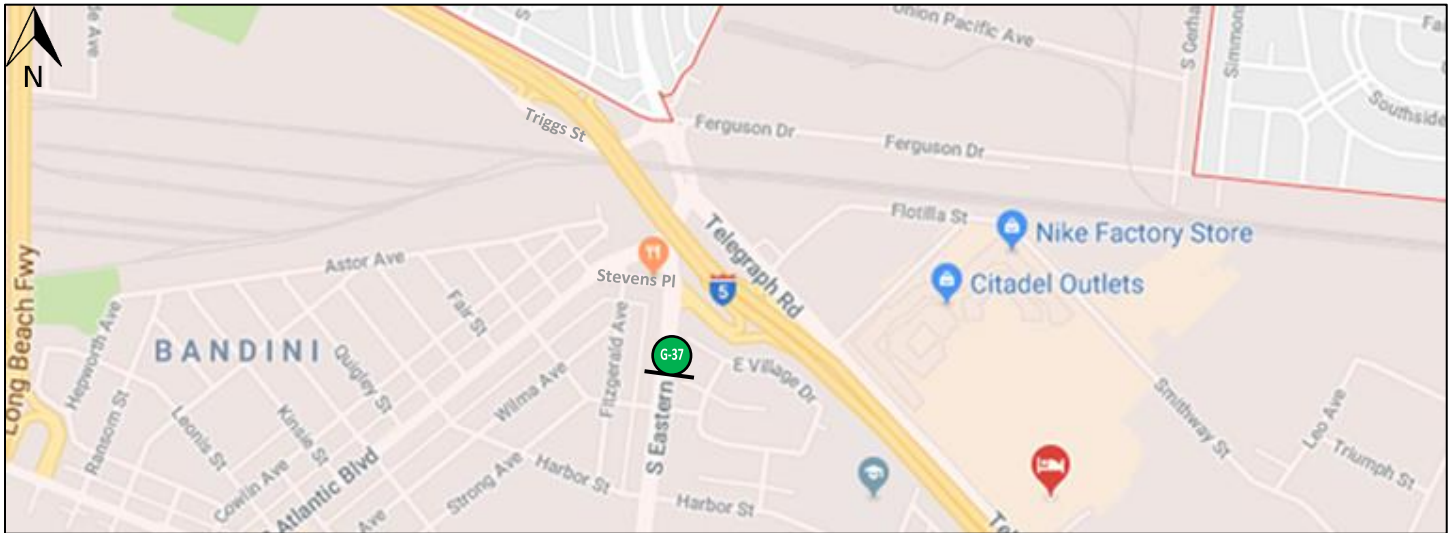
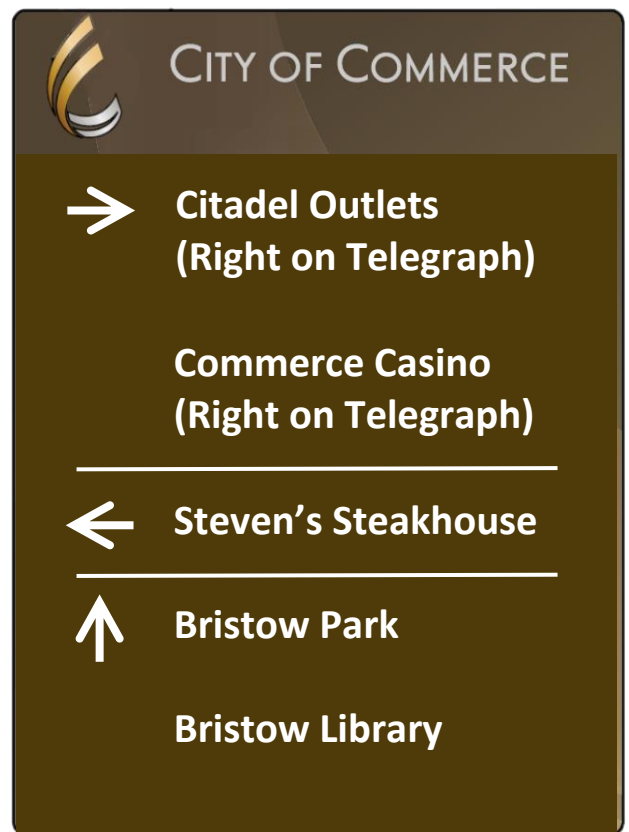


IMAGE OF PROPOSED LOCATION (Image is not to scale)



Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 38: EAST SIDE OF ATLANTIC BLVD SOUTH OF STEVENS PL

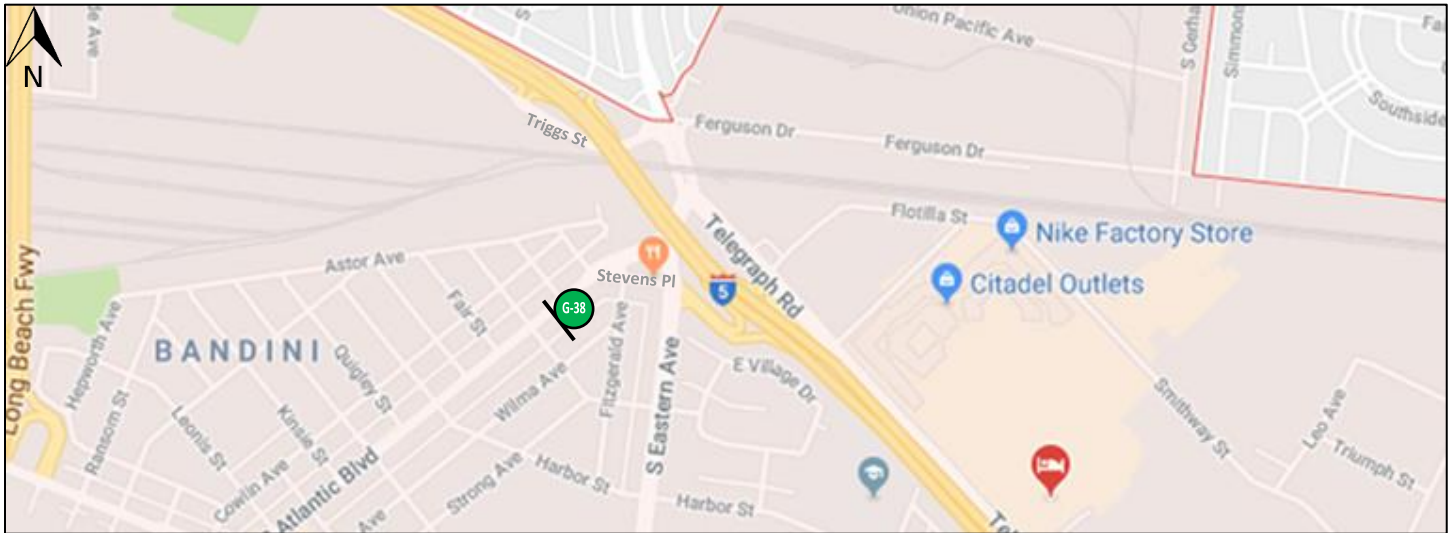
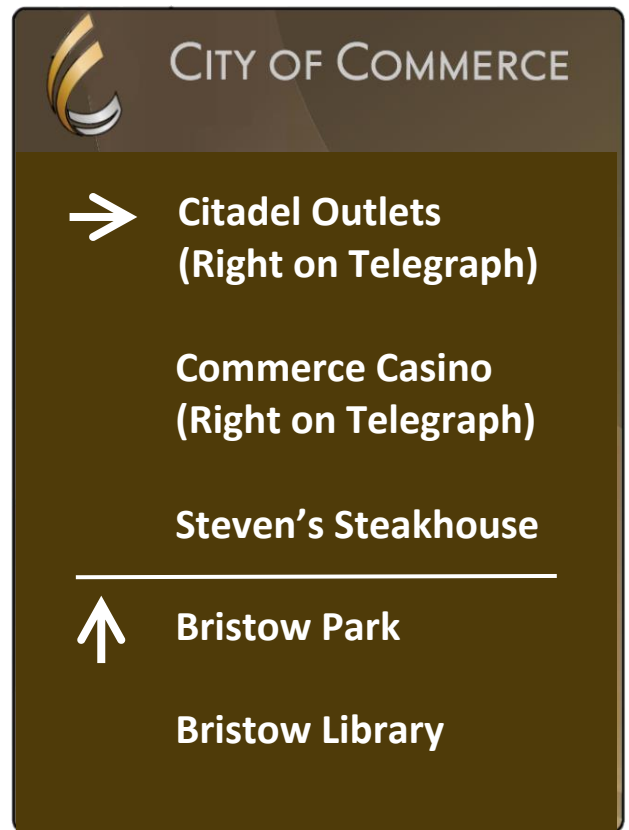


IMAGE OF PROPOSED LOCATION (Image is not to scale)

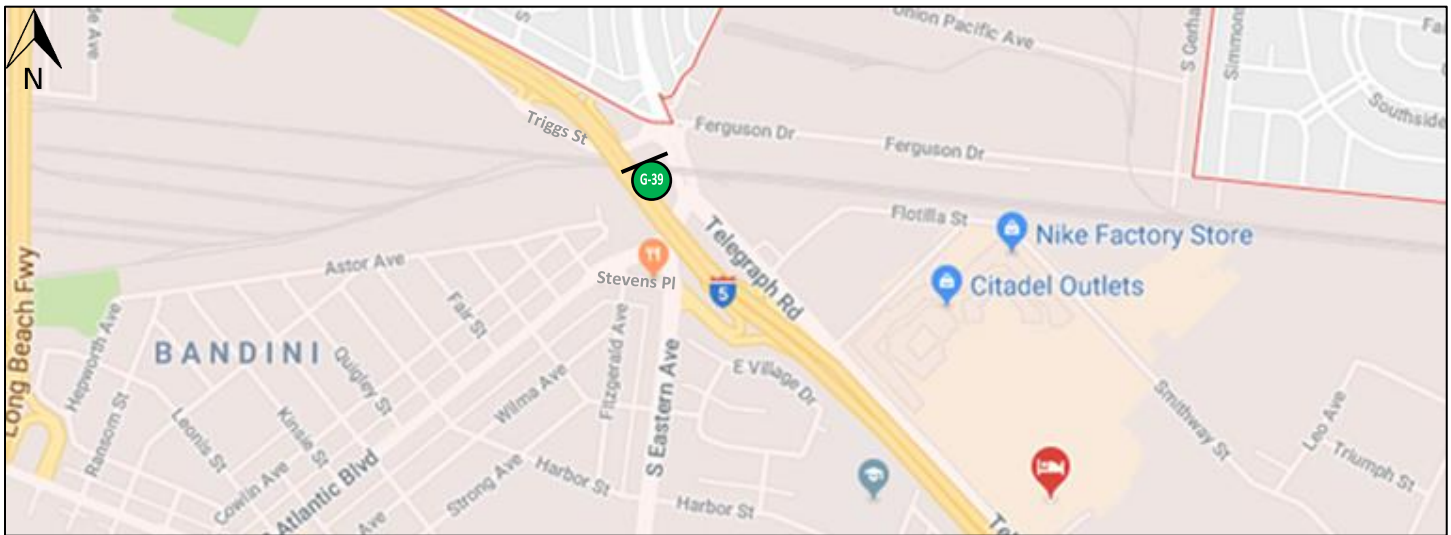
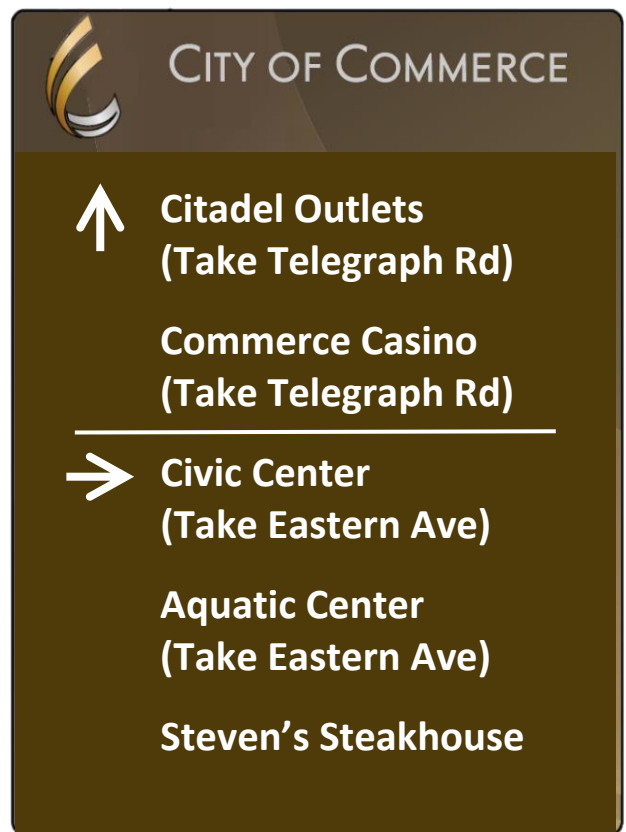


Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



Date Issued: July 2, 2019

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS**LOCATION 39: WEST SIDE OF TELEGRAPH RD SOUTH OF TRIGGS ST****IMAGE OF PROPOSED LOCATION** (Image is not to scale)**Note:** Use *Standard Post* for Wayfinding Vehicular Directional Sign**WORDING ON VEHICULAR DIRECTIONAL SIGN**

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 40: SOUTH SIDE OF TRIGGS ST WEST OF TELEGRAPH RD

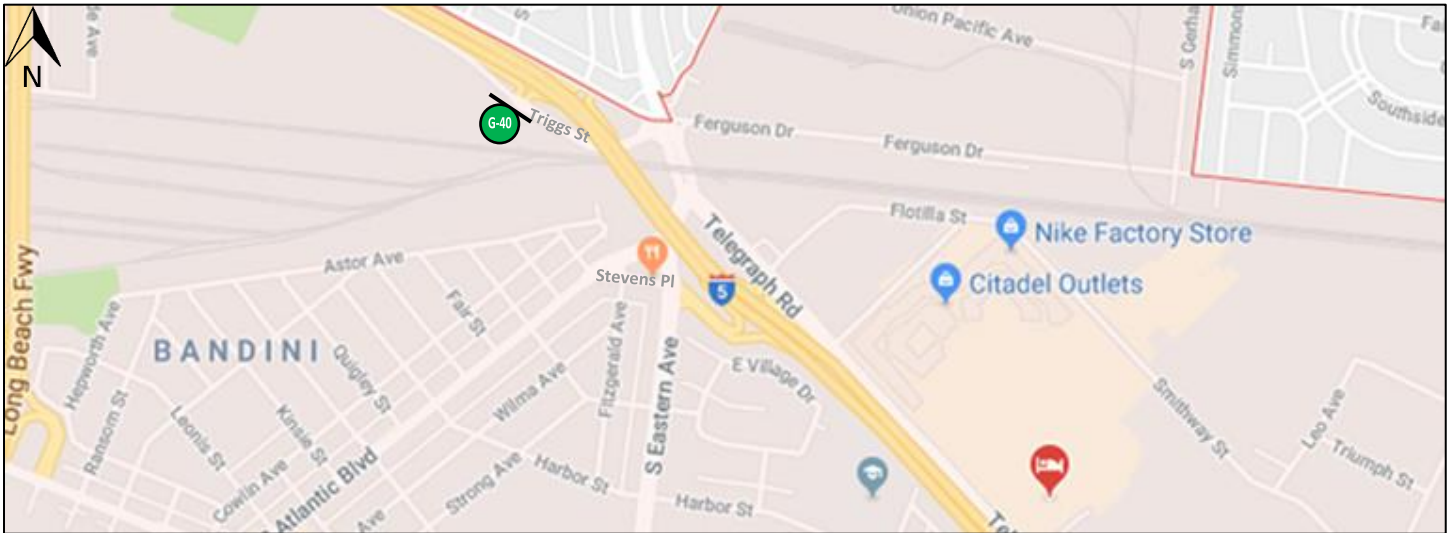
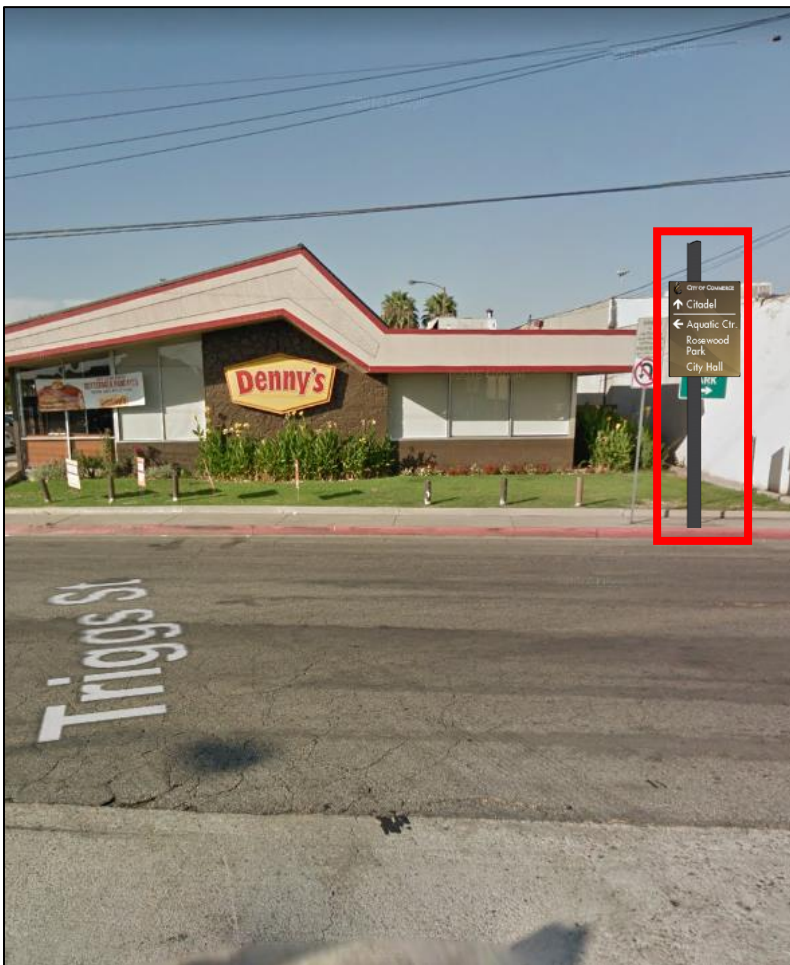
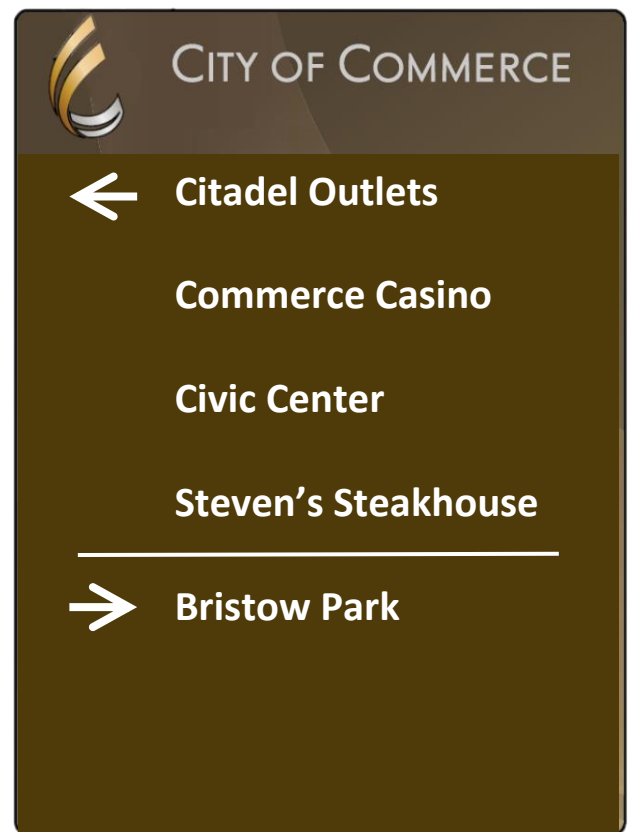


IMAGE OF PROPOSED LOCATION (Image is not to scale)

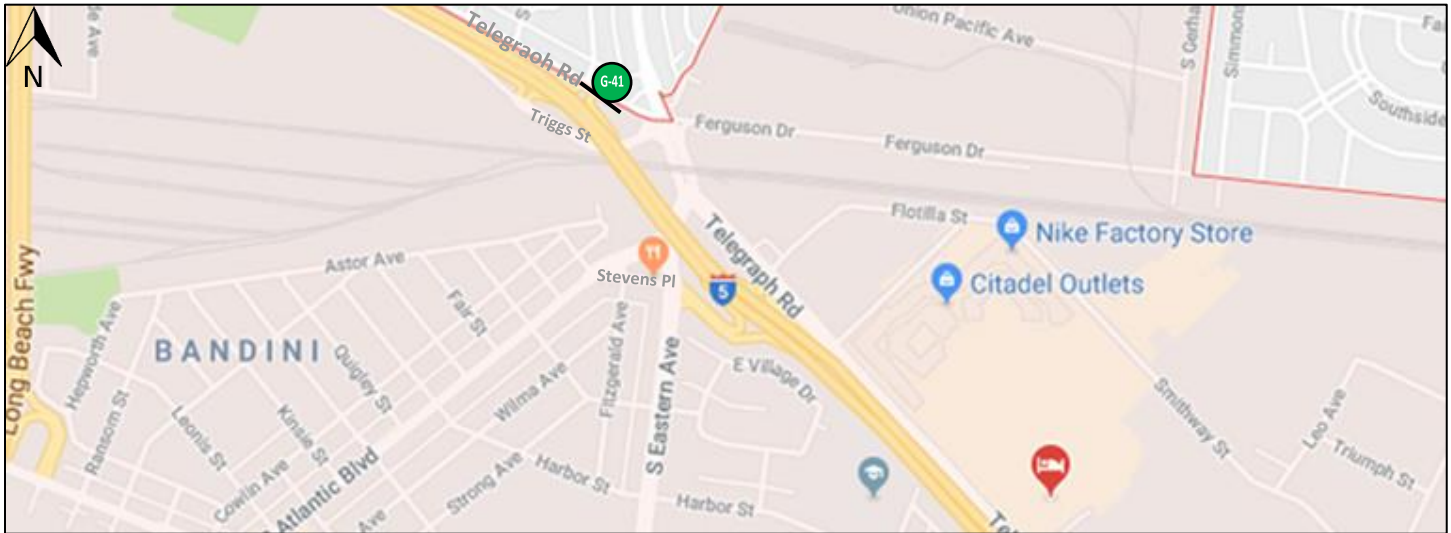
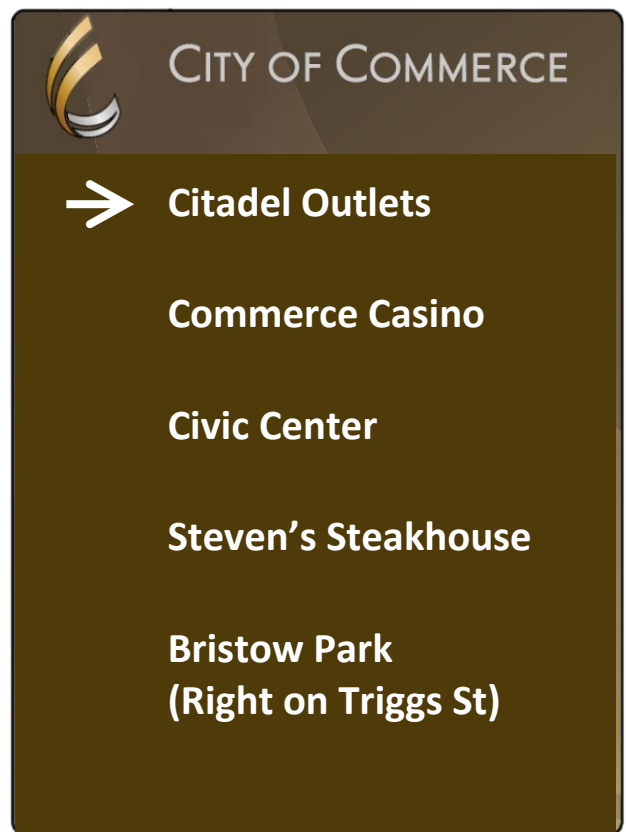


WORDING ON VEHICULAR DIRECTIONAL SIGN

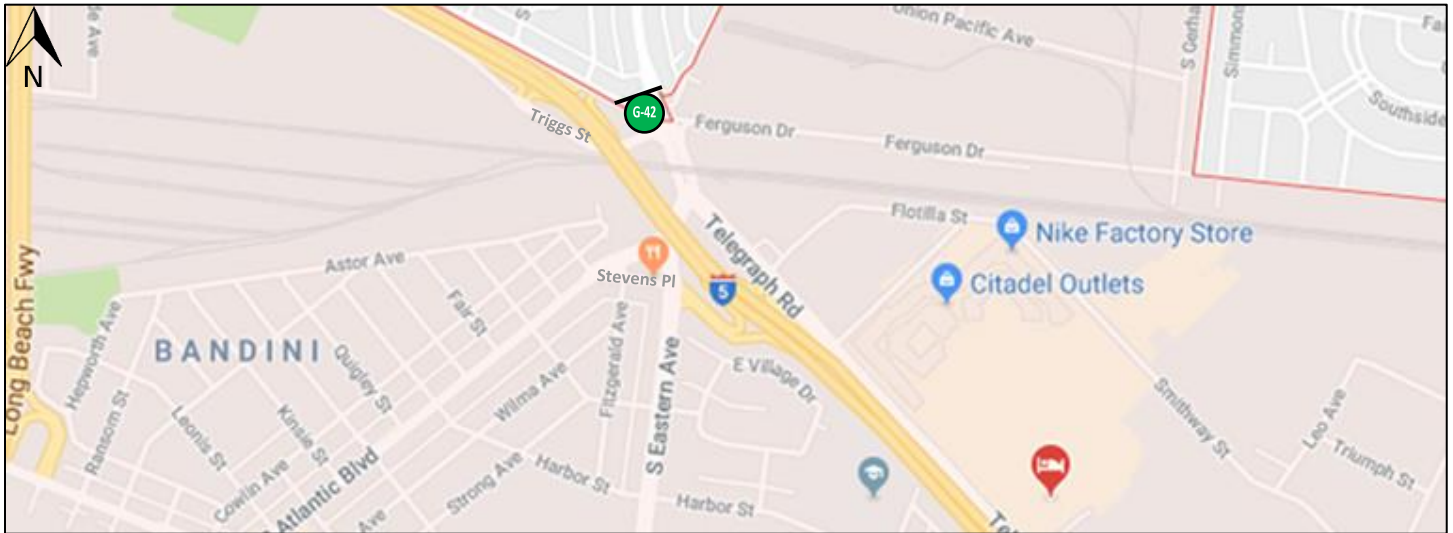
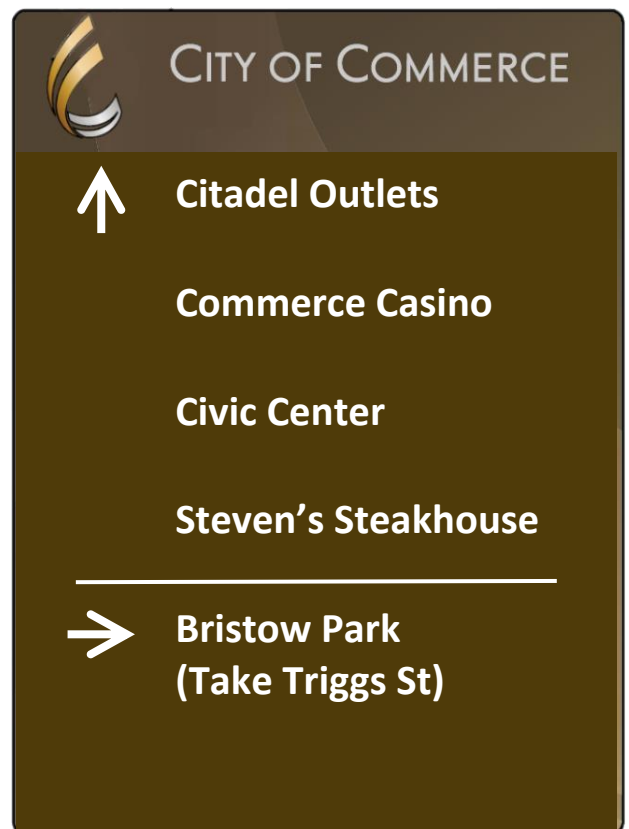


Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

Date Issued: July 2, 2019

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS**LOCATION 41: NORTH SIDE OF TELEGRAPH RD EAST OF WOODS AVE****IMAGE OF PROPOSED LOCATION** (Image is not to scale)**WORDING ON VEHICULAR DIRECTIONAL SIGN****Note:** Use *Standard Post* for Wayfinding Vehicular Directional Sign

Date Issued: July 2, 2019

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS**LOCATION 42: WEST SIDE OF ATLANTIC BLVD NORTH OF FERGUSON DR****IMAGE OF PROPOSED LOCATION** (Image is not to scale)**Note:** Use Existing Light Post for Wayfinding Vehicular Directional Sign**WORDING ON VEHICULAR DIRECTIONAL SIGN**

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 43: EAST SIDE OF ATLANTIC BLVD NORTH OF TELEGRAPH RD

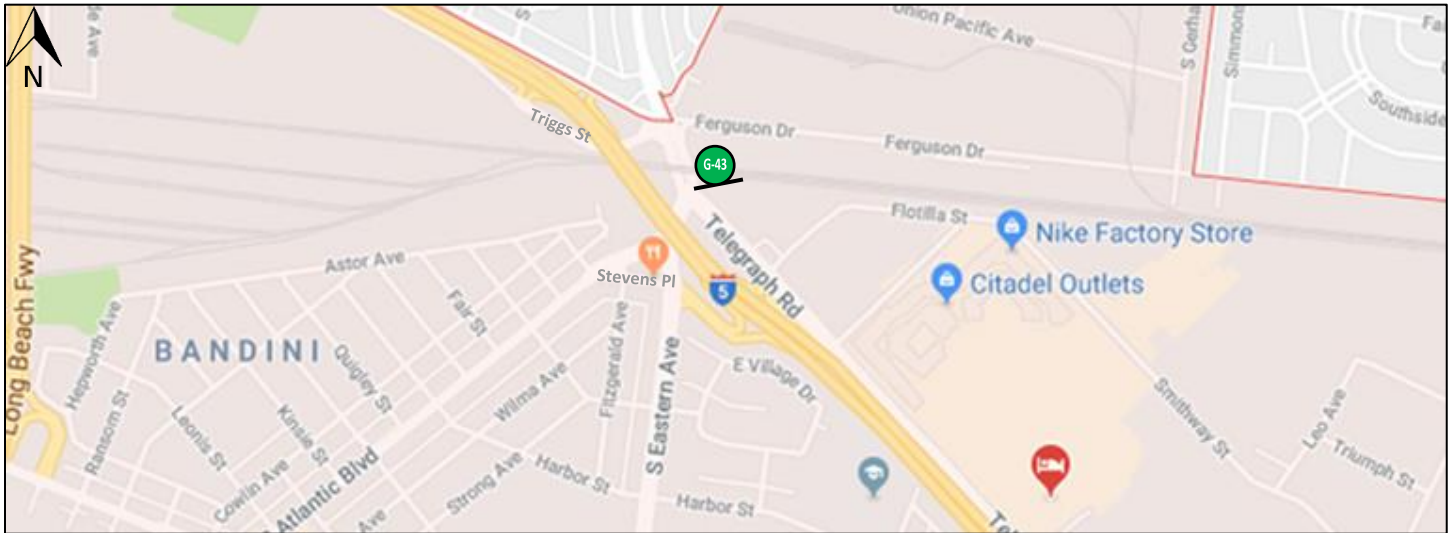
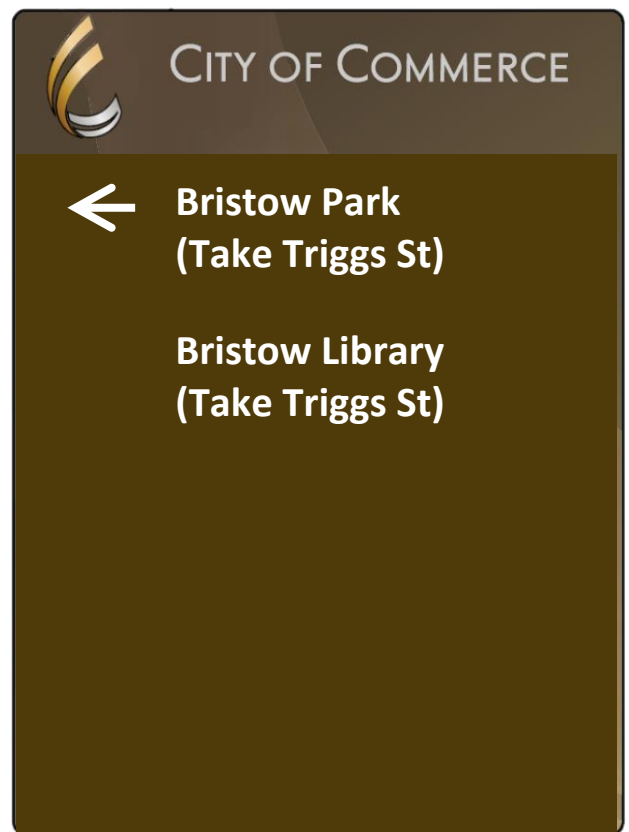


IMAGE OF PROPOSED LOCATION (Image is not to scale)

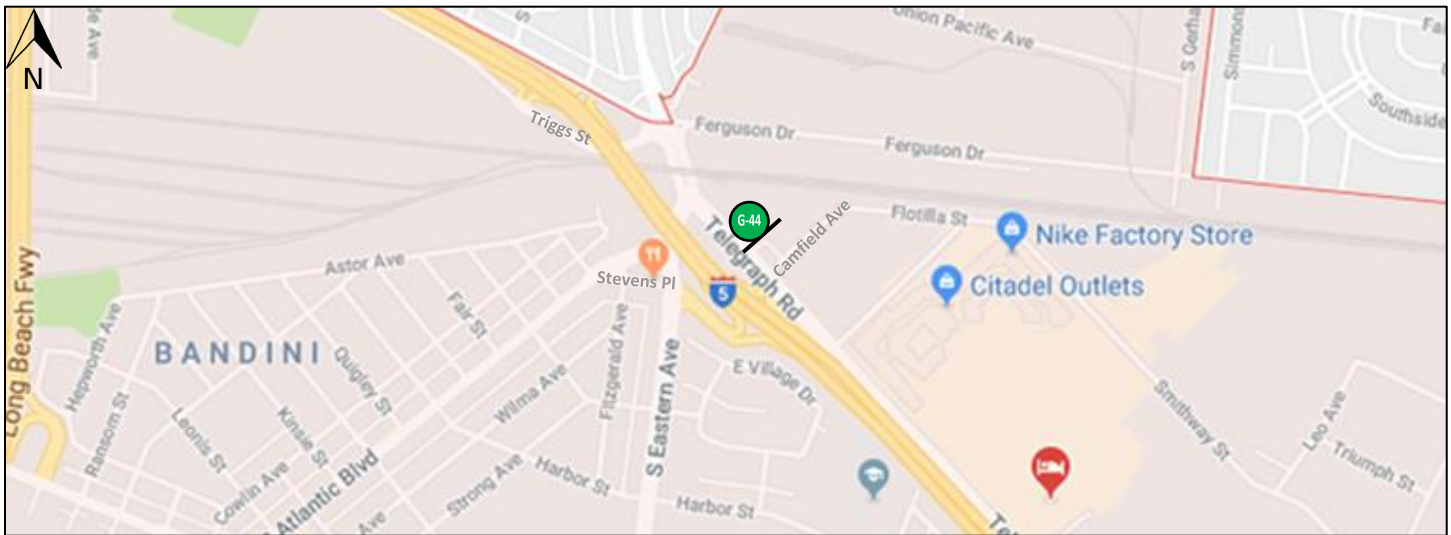
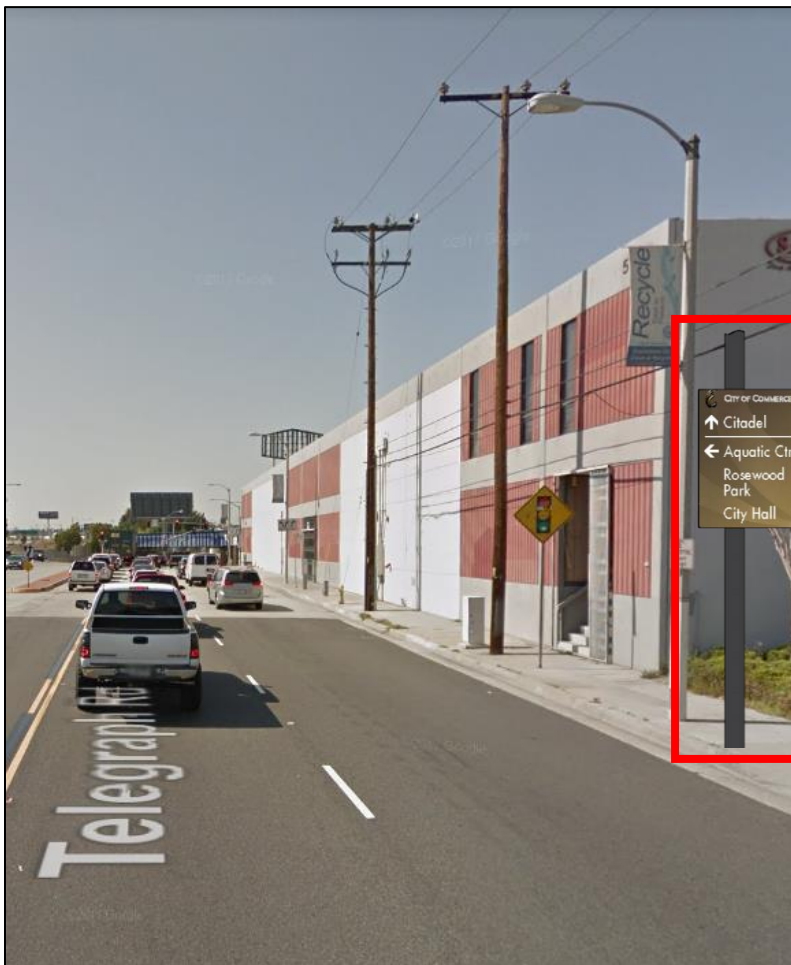
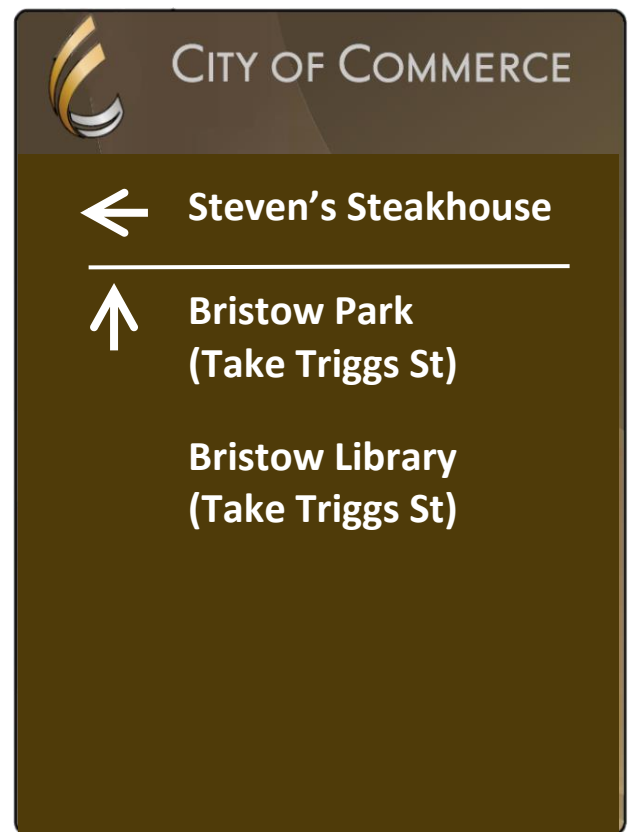


Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



Date Issued: July 2, 2019

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS**LOCATION 44: EAST SIDE OF TELEGRAPH RD NORTH OF CAMFIELD AVE****IMAGE OF PROPOSED LOCATION** (Image is not to scale)**Note:** Use *Standard Post* for Wayfinding Vehicular Directional Sign**WORDING ON VEHICULAR DIRECTIONAL SIGN**

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS

LOCATION 45: EAST SIDE OF TELEGRAPH RD SOUTH OF CAMFIELD AVE

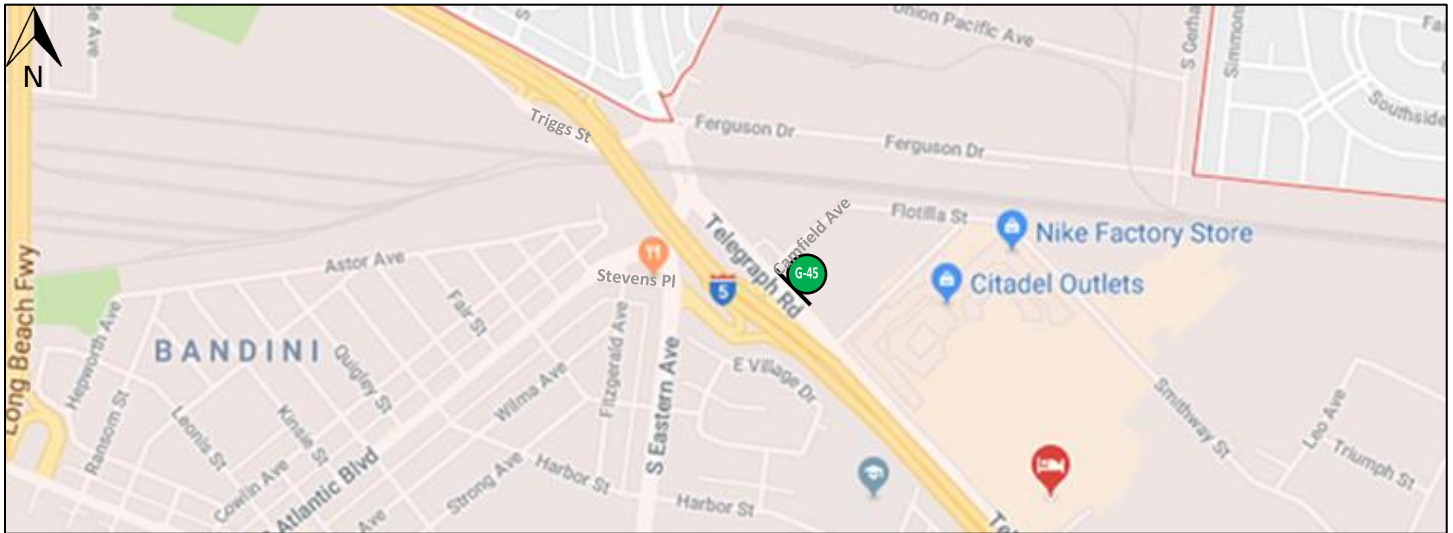
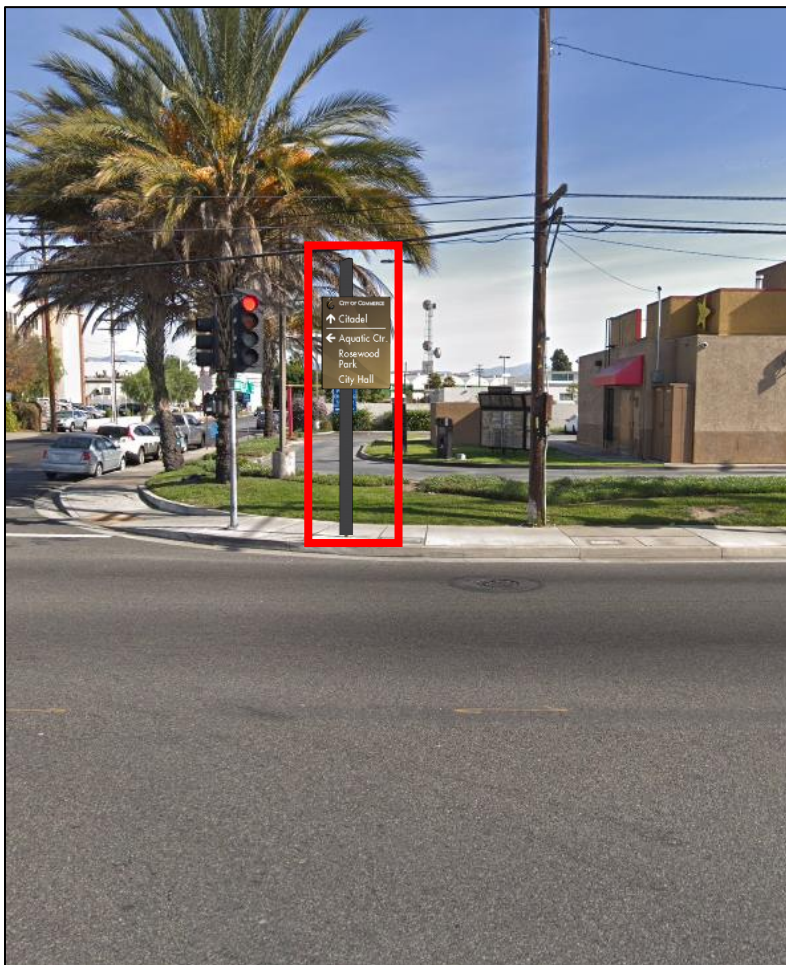
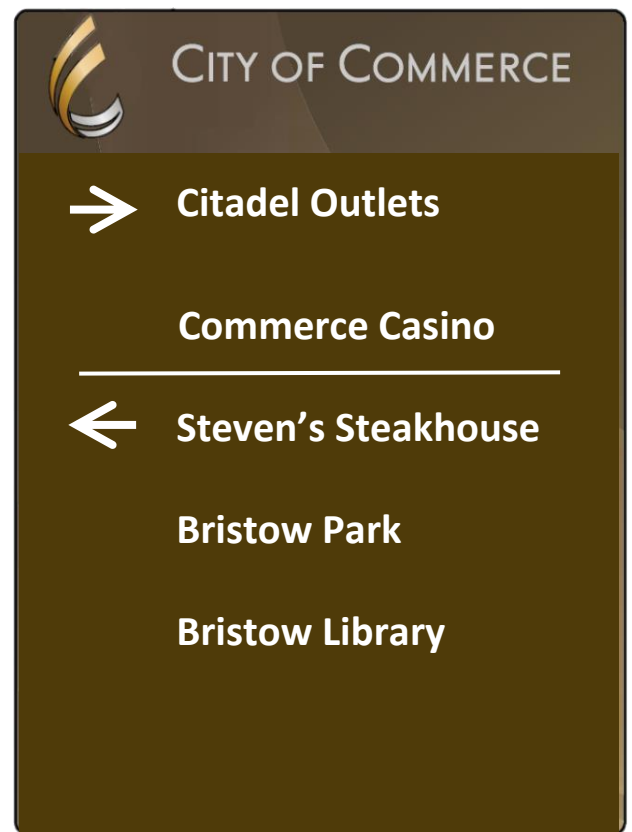


IMAGE OF PROPOSED LOCATION (Image is not to scale)

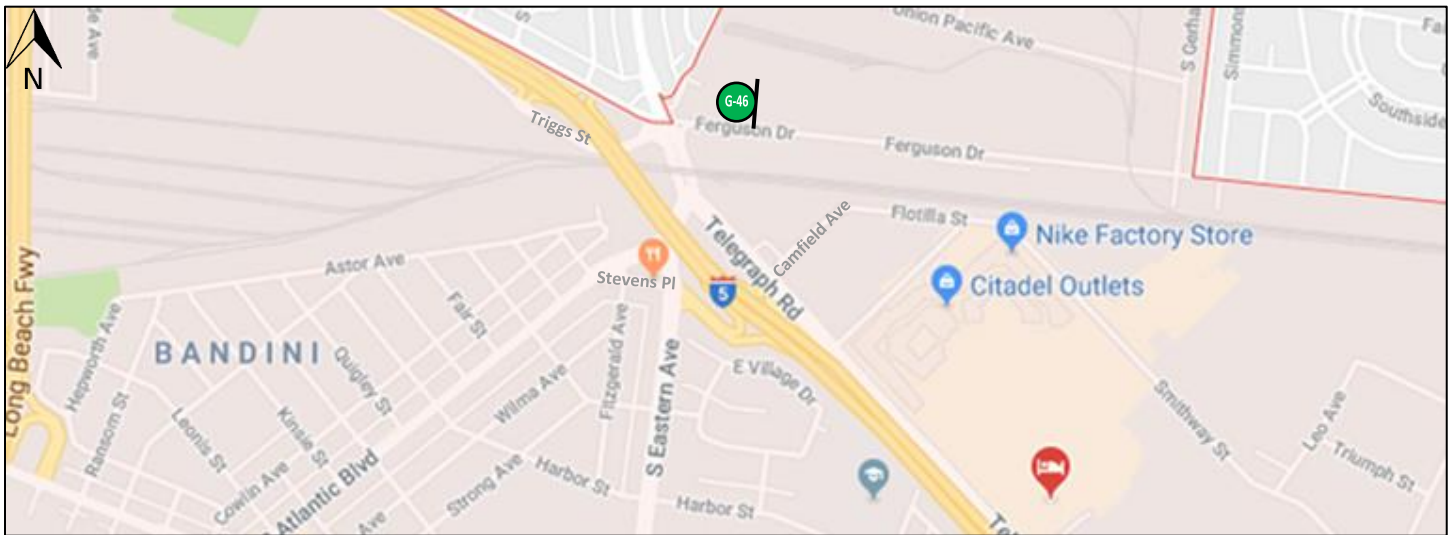
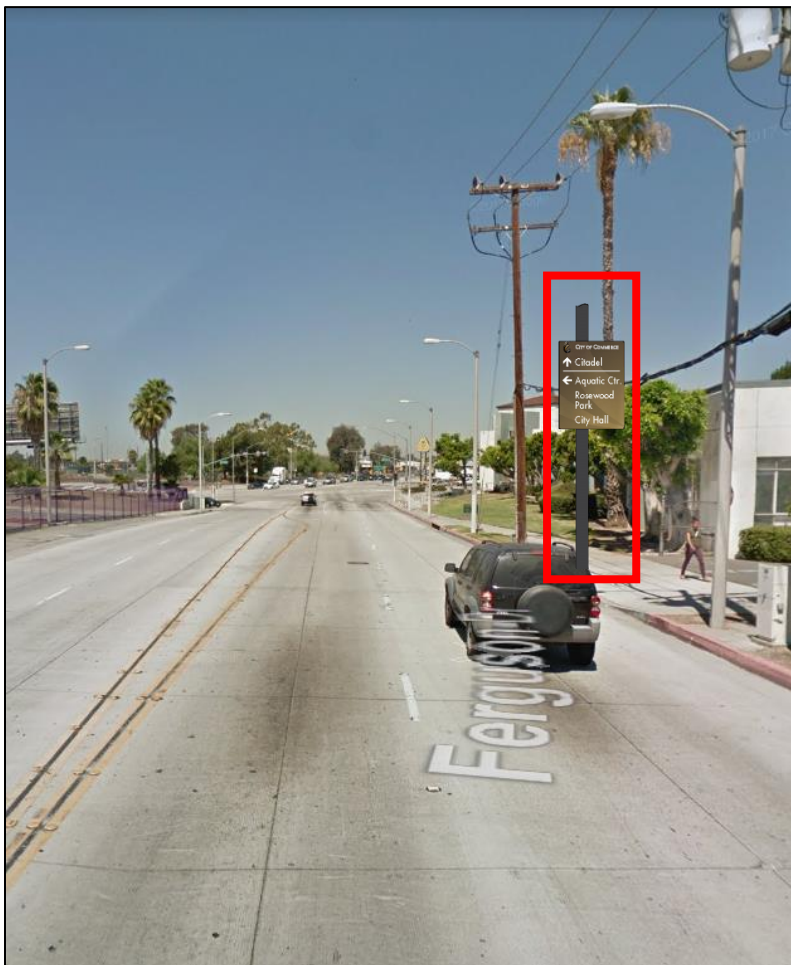


Note: Use *Standard Post* for Wayfinding Vehicular Directional Sign

WORDING ON VEHICULAR DIRECTIONAL SIGN



Date Issued: July 2, 2019

COMMERCE CITYWIDE WAYFINDING VEHICULAR DIRECTIONAL SIGN LOCATIONS**LOCATION 46: NORTH SIDE OF FERGUSON DR EAST OF ATLANTIC BLVD****IMAGE OF PROPOSED LOCATION** (Image is not to scale)**Note:** Use *Standard Post* for Wayfinding Vehicular Directional Sign**WORDING ON VEHICULAR DIRECTIONAL SIGN**