

# **BID PACKAGE**

INCLUDING SPECIFICATIONS FOR

**Conservation Corps of Long Beach  
DeForest Park Maintenance Building**

FOR

**Conservation Corps of Long Beach  
a California non-profit organization**

340 Nieto Avenue  
Long Beach, CA 90814

Prepared by:

**NAC ARCHITECTURE**

837 N. Spring St, 3<sup>rd</sup> Fl  
Los Angeles, CA 90012

**BID SET**

Date of Issue: March 25, 2021

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## SPECIFICATIONS

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01 3300	<i>Submittal Procedures</i>
01 4524	Environmental Import/Export Materials Testing
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02 4116	(Selective) Structure Demolition

### **DIVISION 03 CONCRETE**

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03 3290	Joints in Concrete

### **DIVISION 04 MASONRY**

Not Used

### **DIVISION 05 METALS**

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07 1900	Water Repellent Sealer
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07 4243	Fiber Cement Board Siding & Panels
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08 7100	Door Hardware
08 8000	Glazing
08 9100	Fixed Louvers

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10 2813	Toilet Accessories
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Not Used	
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Not Used	
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Not Used	
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22 0529	Plumbing Support and Anchors
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26 0526	Grounding and Bonding
26 0527	Supporting Devices
26 0533	Conduit and Boxes
26 0542	Equipment Wiring Systems
26 0548	Seismic Requirements for Equipments and Supports
26 0553	Electrical Identification

26 2416 Panelboards  
26 2726 Wiring Devices  
26 2816 Disconnect Switches  
26 5119 LED Lighting

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Not Used

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Not Used

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31 1000 Site Clearing  
31 2200 Grading  
31 2316 Excavation and Fill for Paving  
31 2319 Excavation and Fill for Structures  
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31 2326 Base Course

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32 1313 Site Concrete Work  
32 3216 Precast Concrete Planters  
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32 9000 Landscape Planting

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33 3000 Site Sanitary Sewer Utilities  
33 4000 Storm Drainage Utilities

**DRAWING LIST**

00 General  
02 Civil  
04 Landscape  
06 Architectural  
08 Structural  
09 Plumbing  
10 Mechanical  
14 Electrical

## NOTICE OF INVITATION TO BID

The Conservation Corps of Long Beach (CCLB), with funding assistance from the State of California “Water Quality, Supply, and Infrastructure Improvement Act of 2014” (Prop 1), and other sources, is seeking qualified licensed contractors to bid on a project to: remove existing 1,028 SF restroom building, partially remove adjacent arcade structure, construct new 1,415 SF one-story wood framed maintenance building, including restrooms and associated site improvements at 6255 DeForest Ave, Long Beach, CA 90805.

Bid packages including this invitation to bid, Project Manual and Drawings and any Addenda will be available free of charge at the website at:

**PDF bids will be received by the Conservation Corp of Long Beach by email to:**

**[dsall@cclb-corps.org](mailto:dsall@cclb-corps.org)**

**until the BID DEADLINE at 3:00 on Friday, April 23, 2021.**

A Non-Mandatory Pre-Bid Conference/Job Walkthrough is scheduled for **March 30 at 9:15am, at the project site** to afford prospective bidders the opportunity to examine the site and physical conditions of the proposed work. Each attendee is required to follow COVID-19 safety protocols and bring their own personal protective equipment including face masks and to maintain a minimum distance of 6 feet from others.

The CCLB reserves the right to extend the Bid Deadline by issuing an Addenda to Registered Bidders no later than 36 hours prior to the Bid Deadline. The CCLB reserves the right to reject any or all such bids and to waive any informality in the bid.

From time to time, the CCLB finds it necessary to issue addendum(a) to bid specifications after those bid specifications have been released. The CCLB reserves the right to reject as nonresponsive any bid that fails to include the information required by any addendum(a) posted on the website.

Bids are subject to acceptance within 30 days unless otherwise stipulated by the bid.

The compliance with the following items is mandatory:

1. Evidence of an active license issued by the CA Contractors State License Board in the following classifications: Class A or Class B. In addition the bidder or a listed Subcontractor must hold all applicable State certifications from the CA Contractors State License Board and any necessary registrations from the Division of Occupational Safety and Health at the Bid Deadline.
2. Each Bidder shall obtain and keep current a Long Beach City Business License prior to commencing work and maintained throughout the duration of the work.

3. Minority and Women Owned Business participation
4. Payment of California State prevailing wages and/or California Labor Code as determined by the Department of Industrial Relations
5. Providing 100% performance and 100% payment bonds
6. Payment of a 10% bid bond

The successful bidder will be required to submit the following:

1. List of certifiable subcontractors.
2. Insurance policies showing coverage's for Contractors (and if required, subcontractors) Workmen's Compensation and General Comprehensive Liability, Professional Liability and Property Damage.
3. Schedule of time to conduct the work.

Contract Award: Award will be made to the bid achieving the best value for CCLB based on price and consideration of three factors:

1. Relevant experience
2. Demonstrated management competency
3. Proposed Schedule

A bid review panel will review bids and develop a score between 0 and 50,000 based on these factors. The bids will be ranked according to price minus the score. Lessee will commence negotiations with the top ranking bidder.

“Relevant experience” means the experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity.

“Demonstrated management competency” means the experience, competency, capability, and capacity of the proposed management staffing to complete projects of similar size, scope, or complexity.

“Proposed schedule” The schedule provided by the bidder will be evaluated based on completeness, realistic process of work, and innovation in work processes.

# INSTRUCTIONS TO BIDDERS

## DEFINITIONS

All definitions in the General Conditions of the Contract for Construction, AIA Document A-201, apply to the information for Bidders. All references in the A-201 to “Owner” shall be replaced by “Lessee”.

Lessee is: Conservation Corps of Long Beach, California non-profit organization

Lessee Contact: David Sall

Contractor will be the successful bidder with whom a contract is signed by the Lessee.

## RESPONSIBILITY

By making a bid, bidders represent that they have read and understand the bidding documents. It is also each bidder's responsibility to visit the site and become familiar with any local conditions which may affect the work.

### 1. GENERAL INFORMATION

The Conservation Corps of Long Beach will receive bids **via email PDF until the BID DEADLINE at 3:00 on Friday, April 23, 2021. Email: David Sall ([dsall@cclb-corps.org](mailto:dsall@cclb-corps.org)). CC: Glen Dake ([glen@dakeluna.com](mailto:glen@dakeluna.com)), Annette Wu ([awu@nacarchitecture.com](mailto:awu@nacarchitecture.com))**

2. Bids and required forms provided in the bid package for that purpose must be submitted **via email PDF. Email: David Sall ([dsall@cclb-corps.org](mailto:dsall@cclb-corps.org)). CC: Glen Dake ([glen@dakeluna.com](mailto:glen@dakeluna.com)), Annette Wu ([awu@nacarchitecture.com](mailto:awu@nacarchitecture.com))**

The Bid must further conform to the requirements of these instructions. The said bid work must be done in strict conformity with specifications and/or plans therefore.

### 2. BOND OR CHECK ACCOMPANYING BID

Each bidder must submit with his proposal either a check certified by a responsible bank in the County of Los Angeles and payable to the order of the Conservation Corps of Long Beach, or a bid bond in the amount as specified elsewhere in these instructions.

### 3. BONDS FOR FAITHFUL PERFORMANCE AND FOR PAYMENT OF LABOR, MATERIAL AND SUPPLIES

The amount of the bond to be given to secure the faithful performance of the contract for said work shall be 100 percent of the contract price thereof, computed as hereinafter provided. The amount of the bond to be given to secure payment for labor, material, equipment and supplies furnished for the life term of the work to be done under the contract and for any work or labor of any kind done in connection therewith shall be



equal to 100 percent of the contract price for the work. The contract price shall be computed from the amounts proposed in your bid.

4. **FORM OF BONDS**

The form of bonds required for the faithful performance of contract and to secure payment for material, labor and supplies will be such that the Conservation Corps of Long Beach may proceed against the Contractor and his sureties on the bonds immediately upon any default in the performance of the contract, or in payments for labor, material and supplies, without waiting for the completion of the work and the accumulation of damages.

5. **AFFIDAVIT OF BIDDER**

Each proposal must have thereon or attached thereto the affidavit of the bidder that such proposal is genuine, and not sham or collusive, or made in the interest or in behalf of any person not therein named, and that the bidder has not directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder. Any bid not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation.

6. **RIGHT TO REJECT BIDS**

The Conservation Corps of Long Beach reserves the right to reject any and all bids and to waive any informality in the bid. Bidder hereby agrees to honor said bid for a period of 75 days after the bid opening. If no contract award is made within 75 days of the bid opening, all bids are deemed rejected.

7. **CONTRACTS**

The bidder to whom the award is made will be required to execute a written contract with the Conservation Corps of Long Beach and to furnish good and approved bonds as specified, within ten (10) days after notice of said contract is delivered. The form of contract will be AIA Document A101-2017. The following documents are essential parts of the complete contract: Notice of Invitation to Bid, Instructions to Bidders, Proposal, General Provisions, Specifications and, if any, the Plans for the Work, Bidder's Submitted Proposal.

All of the aforementioned documents are on file in the office of NAC Architecture and may be obtained at no charge to the bidder.

8. **EXAMINATION OF GROUND**

Bidders must examine and judge for themselves the location, physical condition and surroundings of the proposed work, the nature of the excavation to be made, if any, and

the work to be done.

The plans for the work will show conditions as they are supposed or believed to exist, but it is not intended to be or inferred that the conditions as shown thereon constitute a representation or warranty, express or implied, that such conditions are actually existent, nor shall the City of Long Beach or Conservation Corps of Long Beach be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the plans and the actual conditions revealed during the progress of the work, or otherwise.

9. **BID**

The bids must be made on the form provided for that purpose. The bidder must state in figures the unit price and specific sums of both, as the case may be, for which he proposes to supply all the materials and perform the work required by the plans and specifications.

Blank spaces in the proposal must be properly filled in, and the phraseology thereof must not be changed. Additions must not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to the proposal may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder.

No communicated modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. If the bid is made by an individual, it must be signed with the full name of the bidder and address must be given; if it is made by a partnership, it must be signed by one of the general partners, and the name and full address of each partner must be given; and if it is made by a corporation, it must be signed by a properly authorized officer in the corporate name and the corporate seal must be attached to such signature. If the corporation does not have a seal, all signatures must be acknowledged by a notary public and a current copy of the Articles of Incorporation including all amendments must be attached.

Bidders are invited to be present at the opening of proposals currently planned for **4/26 1pm – Zoom invitations will be sent.**

The Bidder shall affix to his proposal the number of his license procured under the provision of Article 5, Chapter 9, Division II of the Business and Professional Code of the State of California.

10. **PROJECT COMPLETION**

Project must be completed within 175 calendar days of notice to proceed.

11. **INSURANCE**

The following insurance coverages will be required of the approved Contractor (and sub-contractors, if required): General Comprehensive Liability, including Bodily Injury and

Property Damage, combined Single Limit, subject to higher limits as determined by the CCLB. Coverages shall include Premises and Operations, Contractual Liability, Independent Contractors and Products/Completed Operations in the combined amount of \$1,000,000. Workers' Compensation, providing coverage as required by the California Workmen's Compensation Law; Professional Liability; and Property Damage at a rate of \$1,000,000.

Contractor must provide CCLB a thirty (30) day notice of cancellation (ten (10) days for non- payment of premium) AND an Additional Insured Endorsement naming the CCLB an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CCLB is an automatic or blanket additional insured. An endorsement naming the CCLB an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. Additional insured endorsements do not apply to Professional Liability insurance.

## CONTRACTOR'S BID AND PROPOSAL CHECKLIST

1. Proposed Bid
2. Affidavit to Accompany Bid and Proposal
3. Non Collusion Affidavit (Signatures must be acknowledged by notary public)
4. Bid Bond
5. Bidder's Qualifications
6. Bidder's Information
7. Business Tax Registration Certificates
8. List of Current and Completed Projects and References
9. Schedule of Values
10. List of Subcontractors
11. Affirmative Action Requirements for Construction Contracts
12. Certification by Contractor/Subcontractor Compliance with State Wage Decisions
13. Performance Bond xx
14. Payment Bond xx

**NOTE: ALL ITEMS ABOVE MUST BE FILLED OUT COMPLETELY, SIGNED BY AN AUTHORIZED PERSON PURSUANT TO THE "INSTRUCTIONS FOR EXECUTION OF CONTRACT, BOND OR AFFIDAVIT DOCUMENTS", AND SUBMITTED WITH THE SEALED BID. FAILURE TO COMPLETE AND SUBMIT THE ABOVE REQUIRED FORMS MAY RESULT IN DISQUALIFICATION OF BID.**

## PROPOSED BID

To: The \_\_\_\_\_

Date \_\_\_\_\_

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

The undersigned, having read the instructions and requirements and having personally visited and inspected the site of work, hereby propose to furnish materials and all workmanship required to complete the \_\_\_\_\_ in accordance with the plans and specifications, if any, within \_\_\_\_\_ ( ) working days for the Base Bid Price of \$\_\_\_\_\_.

NOTE: Contractor is advised that the owner reserves the right to waive any or all irregularities and to reject any or all bids without explanation.

Bid Proposal includes Addenda Number(s) \_\_\_\_\_

Dated \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**

**INSTRUCTIONS FOR EXECUTION OF  
CONTRACT, BOND OR AFFIDAVIT DOCUMENTS**

NOTE: IMPROPER EXECUTION WILL RESULT IN UNNECESSARY DELAY

**ALL SIGNATURES ON DOCUMENTS MUST BE ACKNOWLEDGED  
BEFORE A NOTARY PUBLIC AND ON THE PROPER FORM**

FOLLOW THE INSTRUCTION BELOW FOR THE TYPE OF ENTITY ON CONTRACT, BOND OR AFFIDAVIT.

**INDIVIDUAL:** Example: (E.G. Individual D.G. Individual D.B.A.: (Name of Company ), Etc.

1. Individual **must** sign contract, bond or affidavit.
2. Use individual form of acknowledgment on bonds or use separate notary acknowledgment form that has notary language.

**PARTNERSHIP:**

1. One general partner **must** sign contract, bond or affidavit.
2. Please furnish copy of partnership agreement showing that the person signing is a partner.
3. Use partnership form of acknowledgment on bonds or use separate notary acknowledgment form that has notary language.

**LIMITED LIABILITY COMPANIES (LLC'S):**

1. Please furnish copy of operating agreement showing that the person(s) signing are authorized To sign on behalf of the company.
2. Please be sure that all principal's signing have been notarized.

**JOINT VENTURE:**

1. All joint venturers **must** sign contract, bond or affidavit.
2. Use partnership form of acknowledgment on contract making the necessary changes to reflect title "Joint Venturer" **or** use separate notary acknowledgment form that has notary language.

**CORPORATION:**

1. Two signatures for contract or bond (One for Affidavit): One by Chairman of the Board of Directors, president or a Vice-President **or** by Secretary, Asst. Secretary, Chief Financial Officer or and Asst. Treasurer.
2. Use corporate form of acknowledgment on bonds or use separate notary acknowledgment form that has notary language.
3. Apply corporate seal to both contract, bonds or affidavits.

**NOTE:** An authorized agent may sign for a corporation provided the City is furnished a **certified copy** of the Board of Directors resolution authorizing such person to execute the document on behalf of the corporation.

**AFFIDAVIT TO ACCOMPANY BID PROPOSAL**

\_\_\_\_\_ **Date**

I (We), \_\_\_\_\_, agree to begin work and to complete it on or before the dates set forth in the specifications.

I (We), \_\_\_\_\_, agree furthermore, that in case of default in executing the required contract, with necessary bonds, within the time fixed by the Instructions to Bidders, the proceeds of the check or bond accompanying this bid shall become the property of \_\_\_\_\_.  
Owner

Sign here if Individual: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Sign here if Co-Partnership: \_\_\_\_\_  
(Name of Firm)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature of Co-Partner)  
\_\_\_\_\_  
(Signature of Co-Partner)

Sign here if Corporation: \_\_\_\_\_  
(Name of Corporation)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Signature of Corporate Officer)  
\_\_\_\_\_  
(Title)

Contractor's State License # \_\_\_\_\_

Classification \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**

**NON COLLUSION AFFIDAVIT**

State of California            )  
  )  
  )        ss.

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is (Sole owner, a partner, president, etc.) \_\_\_\_\_ of \_\_\_\_\_. 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.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidders

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

**ALL SIGNATURES MUST BE WITNESSED BY NOTARY**  
**(Attach appropriate jurats)**

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_
(Here insert full name and address or legal title of Contracted)

as Principal, hereinafter called the Principal, and \_\_\_\_\_
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_
as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_
Dollars (\$ \_\_\_\_\_ ),

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executor, administrators, successors and assign, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_
(Here insert full name, and description of project)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_(Principal) (Seal)
(Witness) \_\_\_\_\_
(Title) \_\_\_\_\_

\_\_\_\_\_(Surety) (Seal)
(Witness) \_\_\_\_\_
(Title) \_\_\_\_\_

AIA DOCUMENT A310 BID BOND AIA FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

## **BIDDER'S QUALIFICATIONS**

1. Include photocopy of your Contractor's License Number obtained Pursuant to Article 5, Chapter 9, Division III of the Business and Professional Code of the State of California.
  
2. Include photocopy of Long Beach City Business License.
  
3. Provide evidence of:
  - Relevant experience
  - Demonstrated management competency
  - Proposed Schedule

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**



**BUSINESS TAX REGISTRATION CERTIFICATES**

The bidder represents that it has or will obtain, upon award, the Business Tax Registration Certificate(s) required by the City of Long Beach.

<http://www.longbeach.gov/finance/business-info/business-licenses/apply-for-a-business-license/>

**AUTHORIZED SIGNATURES**

\_\_\_\_\_  
**(Individual)**

\_\_\_\_\_  
**(Company)**

\_\_\_\_\_  
**(Co-Partner)**

\_\_\_\_\_  
**(Name of Firm)**

\_\_\_\_\_  
**(Corporate Officer)**

\_\_\_\_\_  
**(Name of Corporation)**

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID  
LIST OF CURRENT AND COMPLETED PROJECTS & REFERENCES**

<b><u>Type of Project</u></b>	<b><u>Indicate Current or Completed</u></b>	<b><u>Address of Facility</u></b>	<b><u>Total Cost of Project</u></b>	<b><u>Client's Name &amp; Phone No.</u></b>
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**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**

## SCHEDULE OF VALUES

	<u>Labor</u>	<u>Materials</u>
<u>Division 1 - General Requirements:</u>		
Permits and insurance	\$ _____	\$ _____
Testing and inspections	\$ _____	\$ _____
Equipment rentals	\$ _____	\$ _____
Site utilities	\$ _____	\$ _____
Security	\$ _____	\$ _____
Supervision and clerical	\$ _____	\$ _____
Parking	\$ _____	\$ _____
Other	\$ _____	\$ _____
 Total: General Requirements	 \$ _____	 \$ _____
 <u>Division 2 – Existing Conditions:</u>		
Site Demolition	\$ _____	\$ _____
Building Demotion	\$ _____	\$ _____
 Total: Existing Conditions:	 \$ _____	 \$ _____
 <u>Division 3 - Concrete:</u>		
Cast-in-place Concrete (Building)	\$ _____	\$ _____
Other	\$ _____	\$ _____
 Total: Concrete	 \$ _____	 \$ _____
 <u>Division 5 – Metals:</u>		
Structural Steel (Building)	\$ _____	\$ _____
WF/Gutter Extension (beyond south roof edge)	\$ _____	\$ _____
 Total: Metals:	 \$ _____	 \$ _____

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**

Division 6 – Wood, Plastics & Composites:

Rough Carpentry/Sheathing/GLBs	\$ _____	\$ _____
Finish Carpentry	\$ _____	\$ _____
Cabinets/Countertops (north wall)	\$ _____	\$ _____
Cabinets/Countertops (south wall)	\$ _____	\$ _____
Total: Wood, Plastics & Composites	\$ _____	\$ _____

Division 7 - Thermal and Moisture Protection:

Thermal Insulation	\$ _____	\$ _____
Below Grade Vapor Retarder	\$ _____	\$ _____
Weather Resistant Barriers	\$ _____	\$ _____
Fiber Cement Bd Siding/Panels	\$ _____	\$ _____
Roofing/Polyiso Insul/Sht Mtl	\$ _____	\$ _____
Flashing & Sheet Metal (non-roof)	\$ _____	\$ _____
Other	\$ _____	\$ _____
Total: Thermal and Moisture Protection:	\$ _____	\$ _____

Division 8 - Openings:

Doors/Frame & Hardware	\$ _____	\$ _____
Vertical Bi-Fold Door	\$ _____	\$ _____
Aluminum Storefronts/Glazing	\$ _____	\$ _____
Roofing/Polyiso Insul/Sht Mtl	\$ _____	\$ _____
Flashing & Sheet Metal (non-roof)	\$ _____	\$ _____
Other	\$ _____	\$ _____
Total: Openings:	\$ _____	\$ _____

Division 9 - Finishes:

Gypsum Board/Cement Backer	\$ _____	\$ _____
Tile	\$ _____	\$ _____
Painting & Coating	\$ _____	\$ _____
Total: Finishes:	\$ _____	\$ _____

Division 10 - Specialties:

\$ _____	\$ _____
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**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**

Division 22 - Plumbing:

Hot-water Heating	\$ _____	\$ _____
Fixtures	\$ _____	\$ _____
All other	\$ _____	\$ _____

Total: Plumbing: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Division 23 - Mechanical:

HVAC System	\$ _____	\$ _____
Air Distribution	\$ _____	\$ _____
Condensing Unit Enclosure	\$ _____	\$ _____

Total: Mechanical: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Division 26 - Electrical:

Existing Site Lighting	\$ _____	\$ _____
(Relocate 1 fixture, reconnect power for 1 fixture due to Over-ex/Recompaction)		
Light Fixtures	\$ _____	\$ _____
All Other	\$ _____	\$ _____

Total: Electrical: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Division 27 - Communications:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

Division 28 – Electronic Safety & Security:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

Division 31 – Earthwork:

Over-ex/Recompaction	\$ _____	\$ _____
All other	\$ _____	\$ _____

Total: Earthwork: \$ \_\_\_\_\_ \$ \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**



Division 32 – Exterior Improvements:

Site Concrete	\$ _____	\$ _____
Precast Concrete Planter	\$ _____	\$ _____
Landscape	\$ <u>by Lessee</u>	\$ <u>by Lessee</u>
Irrigation	\$ <u>by Lessee</u>	\$ <u>by Lessee</u>
Erosion Control	\$ _____	\$ _____
Parking Markings/ADA Sign	\$ _____	\$ _____
Total: Exterior Improvements	\$ _____	\$ _____

Division 33 – Utilities:

Site Water (Note 11/C3.02, sub-meter & POC)	\$ _____	\$ _____
Site Water (All Other)	\$ _____	\$ _____
Site Sewer	\$ _____	\$ _____
Storm Drainage/LID	\$ <u>by Lessee</u>	\$ <u>by Lessee</u>
Total: Utilities	\$ _____	\$ _____

Allowances:

Finish (E) Canopy Cut Edge	\$ _____	\$ _____
Phone/Data (Conduit/Trenching/Backfill from street connection to building)	\$ _____	\$ _____
Total: Allowances:	\$ _____	\$ _____

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**

	<u>Labor</u>	<u>Materials</u>
Construction Subtotal	\$ _____	\$ _____
Contractor's Overhead and Profit (   %)	\$ _____	\$ _____
Construction Total	\$ _____	\$ _____
100% Performance Bond (   %)	\$ _____	\$ _____
100% Payment Bond (   %)	\$ _____	\$ _____
10% Bid Bond (   %)	\$ _____	\$ _____
Termite Treatment	\$ _____	\$ _____
Asbestos Removal	\$ _____	\$ _____
Lead Paint Removal	\$ _____	\$ _____
Environmental Clean-up	\$ _____	\$ _____
Others (Specify)	\$ _____	\$ _____

Deductive Alternates:

Fiber Cement Board Siding/Panel   \$ \_\_\_\_\_                   \$ \_\_\_\_\_  
(In lieu of Nichiha Vintage Wood Siding/Panels, provide James HardiePlank Lap Siding)

Vertical Bi-Fold Door                   \$ \_\_\_\_\_                   \$ \_\_\_\_\_  
(In lieu of Vertical Bi-Fold Door, provide Nana Wall side-folding glass doors)

Vertical Bi-Fold Door                   \$ \_\_\_\_\_                   \$ \_\_\_\_\_  
(In lieu of Vertical Bi-Fold Door, provide Overhead Coiling Door – solid face)

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID  
LIST OF SUBCONTRACTORS**

NAME, BUSINESS ADDRESS, TELEPHONE NUMBER, AND SUBCONTRACTOR'S LICENSE NUMBER	SPECIFY		CERT. AGENCY (1)	DESCRIPTION OF PORTION OF WORK SUBCONTRACTED	DOLLAR VALUE SUBCONTRACTOR
	MBE	WBE			
				CONTRACT ITEM #	
LICENSE #					
				CONTRACT ITEM #	
LICENSE #					
				CONTRACT ITEM #	
LICENSE #					
				CONTRACT ITEM #	
LICENSE #					
				CONTRACT ITEM #	
LICENSE #					
				CONTRACT ITEM #	
LICENSE #					
				CONTRACT ITEM #	
LICENSE #					
				CONTRACT ITEM #	
LICENSE #					

LIST OF SUBCONTRACTORS (CONTINUED)

**THIS FORM MUST BE SUBMITTED WITH THE SEALED**

LIST OF SUBCONTRACTORS (CONTINUED)

NAME, BUSINESS ADDRESS, TELEPHONE NUMBER, AND SUBCONTRACTOR'S LICENSE NUMBER	SPECIFY		CERT. AGENCY (1)	DESCRIPTION OF PORTION OF WORK SUBCONTRACTED	DOLLAR VALL SUBCONTRACTS
	MBE	WBE			
LICENSE #				CONTRACT ITEM #	
EXP. DATE					
LICENSE #				CONTRACT ITEM #	
EXP. DATE					
LICENSE #				CONTRACT ITEM #	
EXP. DATE					
LICENSE #				CONTRACT ITEM #	
EXP. DATE					
LICENSE #				CONTRACT ITEM #	
EXP. DATE					
LICENSE #				CONTRACT ITEM #	
EXP. DATE					

(1) Specify Certifying Agency:

TOTAL LISTED SUBCONTRACTED AMOUNT-----\$ \_\_\_\_\_

TOTAL LISTED SUBCONTRACTED AMOUNT \_\_\_\_\_ X 100 = \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PERSON COMPLETING FORM

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

**THIS FORM MUST BE SUBMITTED WITH THE SEALED**



## **NOTICE TO PROSPECTIVE CONTRACTORS OR SUBCONTRACTORS PERTAINING TO NONDISCRIMINATION IN EMPLOYMENT**

In contractual proceedings where a notice inviting proposals for the work, services, information or property required to be furnished or supplied to the CCLB is published, such notice shall specify:

“The contractor agrees and obligates itself not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee’s or applicant’s race, religion, national origin, ancestry, sex, sexual orientation, age or physical handicap. All subcontracts awarded under this contract shall contain a like nondiscrimination clause.”

**CERTIFICATION BY CONTRACTOR/SUBCONTRACTOR  
COMPLIANCE WITH STATE WAGE DECISIONS**

Project Name: DeForest Park Maintenance Building

Project Address: 6255 DeForest Ave, Long Beach

Lessee's Name: Conservation Corps of Long Beach

The Contractor certifies that not less than the higher of prevailing wages, for journey and apprentice classifications as determined by the State of California general Prevailing Wage Determination issued by the Department of Industrial Relation Basic Trade Rate Index will be paid on the above referenced project.

The Contractor further certifies that the above referenced Wage Decision and modifications have been provided to me and that, it is understood that if any changes to the wage decisions or modifications occur before ten (10) days of the date of bid closing, that such changes will be effective on this project. Also, if contract award and/or execution of contract agreement and issuance of a Notice to Proceed does not occur within ninety (90) days of opening of bids, all changes to the wage decisions and modifications up to the time of start of work will be effective for this project.

For projects on which contracts are negotiated, the above wage decisions and modifications are used only as a guidance, and the Contractor certifies that all changes to the wage decisions and/or modifications that may occur up to the time of starting of work will be effective.

_____ Name of Contractor	_____ Signature of Authorized Representative
_____ Address	_____ Date
_____ City/State/Zip	
_____ Telephone Number	_____ License Number

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**

## INSURANCE REQUIREMENTS FOR BIDDERS

<u>Coverage</u>	<u>Minimum Limits**</u>
A. WORKERS' COMPENSATION/ EMPLOYERS LIABILITY	Statutory \$500,000
X Waiver of Subrogation <sup>1</sup>	
B. GENERAL LIABILITY Including coverage for:	<sup>1</sup> requested if work is performed on premises owned, owned, leased or operated by the City
X Premises and Operations	\$1,000,000 Combined Single Limit, per occurrence, \$1,000,000 annual aggregate
X Contractual Liability	
X Independent Contractors	
X Products and Completed Operations	
X Collapse and Underground <sup>2</sup>	<sup>2</sup> required only for excavation, trenching deeper than 24" or underground work
C. AUTOMOBILE LIABILITY Including coverage for:	
X Owned Autos	\$300,000 Bodily Injury, to any one person, \$500,000 Bodily Injury, per occurrence, \$100,000 Property Damage per occurrence
X Non-owned/hired autos	or \$750,000 Combined Single Limit, per occurrence
D. SURETY BONDS (All bonds must include Dual Oblige Rider)	
X Labor and Materials	Original project amount plus any changes at full value
X Performance	Original project amount plus any changes at full value
E. COURSE OF CONSTRUCTION	
X All Risk Builder's Risk	To cover replacement value cost of materials and/or existing structures at risk (Installation Floater acceptable)
X Earthquake <sup>3</sup>	<sup>3</sup> for new construction only; amount individually determined
X Flood <sup>4</sup>	<sup>4</sup> for new construction only; amount individually determined



Notes and Conditions:

1. **Automobile Liability** proof of insurance is required only where contractor uses vehicles in performing the work of the agreement (e.g., transporting passengers or equipment) or where they are used off-road on city premises; not required for simple commuting.
3. **All Policies** shall provide a minimum **30-day notice of cancellation** directly to the CCLB in the event the insurance company elects to cancel or to reduce the coverage or limits (except for the operation of an aggregate limit) prior to the policy expiration date. **Evidence of coverage** is to be provided on CCLB Special Endorsement Forms, copies of full policies or other documents acceptable to CCLB; Certificates of Insurance alone are not acceptable as proof of insurance. Self-Insured Retentions are subject to approval of Contractor's financial statement.
4. **All Third Party Liability Insurance** shall include the CCLB as **additional insureds** for vicarious liability arising from Contractor's or subcontractor's acts or omissions on the job.
5. **Surety Bonds** for amounts not exceeding \$50,000 may be obtained from companies "admitted" to write bonds in California (i.e., regulated by the California Insurance Commissioner) even though the company may not be approved for federal projects.

## INSURANCE REQUIREMENTS

Evidence of coverages checked having as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limit. Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

- x Worker's Compensation (statutory)/Employer's Liability \$1,000,000
  - Broad Form All States Endorsement Jones Act
  - Voluntary Compensation Endorsement
  - Longshore and Harbor Worker's Compensation Act
  
- x General Liability \$ 1,000,000
  - Passenger Liability (per seat)
  - x Premises and Operations
  - x Contractual Liability
  - x Independent Contractors
  - x Products/Completed Operations
  - x Broad Form Property Damage
  - x Personal Injury
  - x Broad Form Liability Endorsement
  - Watercraft Liability
  - Incidental Medical Malpractice
  
- Automobile Liability \$1,000,000
  - Explosion Hazard
  - x Collapse/Underground Hazard
  - Garagekeeper's Legal Liability
  - Hangarkeeper's Legal Liability
  - x Owned Automobiles
  - x Non-owned/Hired Automobiles
  - Hookup (limited)
  
- Professional Liability (Errors and Omissions) \$ 1,000,000  
 Discovery period: 12 months
  
- x Property Insurance \$ 1,000,000

_____ % Co-insurance	Actual Cash Value	X	Replacement Value	Agreed Amount
x All Risk Coverage			Boiler & Machinery	
x Fire and Extended Coverage			Debris Removal	
x Vandalism & Malicious Mischief			Sprinkler Leakage	
Flood \$ _____			Windstorm	
Earthquake \$ _____				
  
- Fine Arts Floater \$ \_\_\_\_\_
  
- Fire Legal Liability
  
- Fidelity Bond \$ \_\_\_\_\_
 

Blanket Position	Commercial Blanket
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- Owner's Protective Liability \$ \_\_\_\_\_

# ATTACHMENTS

# GENERAL PROVISIONS

## 1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

- (a) "Lessee": That corporation named Conservation Corps of Long Beach or its authorized representative.
- (b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Lessee and who is a party thereto.
- (c) "Subcontractor": Any person, firm or corporation, other than an employee of the Contractor, supplying for and under agreement with either the Contractor or any subcontractor of the Contractor, labor or materials, or both, with this Contract.
- (d) "Project": The structure or improvement to be constructed in whole or in part through the performance of this contract.
- (e) "Plan" or "Plans": Any and all plans, maps, profiles, drawings, sketches, charts, specifications or schedules furnished by the Agency, and on which are detailed or delineated the location or instructions regarding the work to be done.
- (f) "Work": Labor or materials, or both; or the complete Contract work.

## 2. NOTICE

Any notice required to be given to the Contractor may be given by delivering said notice, or a copy thereof, to the Contractor in person. If he cannot be found with reasonable diligence, the posting of a copy of said notice in a conspicuous place at the site of the work shall be sufficient.

## 3. AUTHORITY OF THE LESSEE

The Lessee shall decide, within the provision of the Plans, all questions which may arise concerning the quality or acceptability of materials furnished or work provided.

## 4. ADDENDA AND BULLETINS

Any Addenda or Bulletins issued during the time of bidding shall form a part of the Instructions to Bidders, drawings, or specifications; shall be reflected in the Contractor's proposal; and shall be part of the Contract.

**5. MANDATORY PROVISIONS**

Any mention or indication on the plans and specifications for this Work or articles, materials, operations, or methods requires that the Contractor provide each item mentioned or indicated, or quality or subject to qualifications noted; perform, according to conditions stated, each operation prescribed; and provide therefore, all necessary labor, equipment and incidentals, even though such mention of articles, materials, operations, methods, quality, qualifications or conditions is not expressed in complete sentences.

**6. INTERPRETATION OF PLANS**

- (a) Every part of the Work, as shown on the drawings and described in the specifications, must be complete and finished. No deviations are to be made from the drawings or specifications without previous written authorization from the Lessee.
- (b) Any work called for on the drawings and not mentioned in the specifications, or vice versa, shall be performed as though fully set forth in both.
- (c) The drawings must be accurately followed as to scale, except where figures are given for dimensions, which shall in all cases be taken in preference to scale measurements.
- (d) In the case of differences between the specifications and the drawings, the specifications shall govern.

**7. ACCURACY OF PLANS**

- (a) Omissions from the plans and specifications shall not relieve the Contractor from the responsibility of furnishing, making or installing all items required by law.
- (b) The plans show conditions as they are supposed or believed by the Agency to exist. It is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, that such conditions are actually existent.

**8. REFERENCE TO TRADE NAMES**

- (a) Whenever in the specifications, any material or process is indicated or specified by patent or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material or process desired, and shall be deemed to be followed by the words "or equivalent".
- (b) If the Contractor shall submit for approval a material which, in the opinion of the Agency, is inferior to that specified, it shall be incumbent upon the Contractor to furnish sufficient evidence to support his claim of equality.

**9. FAMILIARITY WITH PLANS AND SPECIFICATIONS**

- (a) It shall be the responsibility of the Contractor to be so thoroughly familiar with all details of the project, including the work of his own forces and of all subcontractors, that the following shall be called to the attention of the Architect or Agency for instructions before an error is made on the job such as:
  - 1) Errors and omissions in the drawings and specifications.
  - 2) Work shown on the drawings or in the specifications which, if so constructed, would result in confusion or interference with other work or the work of other trades, including the location of fixtures or equipment.
- (b) Changes in the contract amount will not be approved for the cost of correcting work where such work could have been avoided by proper examination of the drawings and specifications by the Contractor and the work held in abeyance pending instructions from the Lessee.

**10. TIME FOR COMMENCING AND COMPLETING WORK**

- (a) The Contractor shall commence the work required by this Contract within fourteen (14) calendar days of date specified in notice to proceed with the work and shall complete the work within one hundred seventy-five (175) calendar days of said date.
- (b) The Lessee may order or permit the Contractor to suspend any work that may be damaged by inclemency of the weather, or other climatic conditions, and time extensions will be made to the Contractor for the time actually lost by him on account of such suspension.
- (c) Should the Contractor be obstructed or delayed in the commencement, prosecution, or completion of the work hereunder by any necessary or unavoidable act or delay of the Lessee, or unavoidable acts or delays on the part of railroads in transporting material consigned to said Lessee, or by riot, insurrections, war pestilence, acts of public authorities, fire, lightning, earthquake, cyclone, or through any default of other parties under contract with said Lessee, and if in the opinion of the Lessee the ultimate completion of all work under this Contract shall be extended for a period equivalent to the time said work is delayed.
- (d) Any and all extensions or time granted under the provisions of these specifications shall not release the sureties on the bonds accompanying the Contract for the work required. Said bonds shall remain in full force and effect until completion of the Contract.
- (e) Labor strikes, when such strikes are not brought solely against the Contractor or any of his subcontractor or material dealers, shall constitute sufficient reason for

extension of the time completion within the provisions of Section 10, paragraph (c), of these General Provisions.

**12. ALLOTTED WORKING SPACE**

A reasonable amount of space at the site will be assigned to the Contractor. All materials and equipment shall be kept within this area. The Contractor shall be solely responsible for leaving all improvements within the space in as good condition as he found it.

**14. RESPONSIBLE FOR SITE**

The Contractor shall be in full charge of and be responsible for the Construction work of this Contract, subject to the direction of the Lessee.

**15. WORKMANSHIP AND MATERIAL**

- (a) Unless otherwise specifically provided for in the specifications or in the drawings, all equipment, materials and articles incorporated into the Work are to be of most suitable grade of their respective kinds for the purpose. Equipment, materials, and articles shall be new, best quality, undamaged and not defective.
- (b) All materials to be incorporated in the structure shall be protected from damage during delivery, storage and handling and after installation until acceptance of the work.

**17. PROTECTION OF PERSONS AND PROPERTY**

- (a) Precaution shall be exercised at all times for the protection of persons and property. The Contractor shall furnish or cause to be furnished and maintained all covers, scaffolds, fences, guards, etc., as required by the Lessee and the local rules, ordinances or regulations necessary for the protection of public and private property and the public safety. He shall hold the Agency harmless from any and all damage to persons or property.
- (b) Contractor to observe all CAL OSHA regulations.
- (c) The Contractor shall protect his work from injury and make good without charge, all damage due to neglect of proper protection.

**18. REMOVAL OF PLANT AND CLEAN-UP**

Upon completion of the work, the Contractor shall remove all his plant, tools, materials and other articles from the worksite. He shall also clean all walls, sweep all floors broom clean, and remove all rubbish from the worksite.

**19. GUARANTY-WARRANTY**

The Contractor shall and hereby does warrant and guarantee that all work executed under this Contract will be free from defects of materials and workmanship for a period of one (1) year

from the date of final acceptance of the project; except that certain specific items of work may require a guaranty or warranty for a greater period of time where hereinafter specified.

The Contractor further agrees to repair or replace, at his own expense, all such work which becomes defective during the term of the above-mentioned guaranties or warranties.

**20. PATENTS**

The Contractor shall hold the Lessee harmless from any and all claims which may be made on account of any illegal infringement of any patent or patents of processes, methods and appliances used in construction of the work that are not specifically required by the specifications. Further, the Contractor shall defend any such action prosecuted against the Lessee arising out of such claims and shall pay with costs, and reasonable attorney's fees, any judgement so obtained. The Agency shall similarly hold the Contractor harmless from claims made on account of alleged infringement of any patented articles or processes which actually are required by the Plans.

**21. FINAL INSPECTION**

Upon completion of the work, the Contractor shall notify the Lessee of the need for a final inspection of the work. The Lessee will make such inspection as soon thereafter as possible. If the work is found to be in compliance with the Plans, the Lessee will furnish the contractor with a Letter of Completion to that effect.

**22. DEFECTIVE WORK**

No work which is defective in its construction or deficient in any of the requirements of the specifications shall be considered as accepted in consequence of the failure of the Lessee to point out said defects or deficiency or to order them corrected during construction. The Contractor shall correct any imperfect work whenever discovered, before the final acceptance of the work.

**23. PAYMENTS**

- (a) Once a month, the Contractor may request payment for the work performed prior to such date using AIA Document G702 Application and Certificate for Payment .
- (b) Upon completion of the Work, the Contractor may request full payment for his work (less retention). After acceptance of the Work and upon receipt from the Contractor of any affidavits or guarantees required by the Plans, the remainder due the Contractor will be paid by the Lessee.
- (c) The making of any payment to the Contractor under this Contract will not relieve the Contractor of his obligations hereunder. The Contractor is obligated to complete the Contract in its entirety and to deliver to the Lessee such completed Work as may be specified in the Contract. The Contractor shall be obligated to repair, replace, restore or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the Contract which may be deemed, lost, stolen otherwise injured in any way.



This particular obligation of the Contractor will terminate upon acceptance by the Lessee.

**24. EXTRA WORK AND CHARGES**

- (c) Subject to all City, and State limitations that apply, including those on competitive bidding, the Lessee at any time during the progress of the work may order alterations in addition to, deviations, or omissions from the work contemplated by the original Plans.
- (c) No extra work shall be performed or change be made by the Contractor until authorized in a written change order from the Lessee. No claim for an addition to the Contract sum shall be valid unless the extra work or change is so ordered.
- (c) If any changes involve an increase or decrease in the Contract amount, the Change Order shall state the amount to be added to or deducted from the Contract amount. It shall also state the additional time, if any, needed for the performance of the work. Any change to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the Agency. Each lump sum quotation from the Contractor shall be accompanied by sufficient detail estimates to permit verification of the total.

**25. SUSPENSION OF CONTRACT**

- (a) Should the Contractor be adjudged bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of insolvency; than in any such case the Lessee shall have the power to suspend the Operations of the contract.
- (b) The Lessee shall have the power to suspend the operations of the Contract in writing under any or all of the following conditions:
  - 1) Contractor's failure to begin work within the time specified.
  - 2) Contractor's willful violation of any of the terms of contract.
  - 3) Contractor's non-execution of the Contract in good faith and/or in the true intend and meaning of its provisions and operations of the Contract.
- (c) Upon receiving notice of such suspension, the Contractor shall discontinue the work or such parts of its as the Lessee may designate. Upon such suspension, the Lessee reserves the right to annul and cancel the Contract and to re-let the work or any part thereof, and the Contractor shall not be entitled to any claim for damages on account of such annulment, nor shall such failure on the part of the Contractor to fulfill the terms of the Contract. In case of such annulment, all monies due the Contractor shall be forfeited to the Lessee. Such forfeiture shall not release the Contractor or his sureties from liability for failure to fulfill the Contract; and the Contractor and his sureties shall be credited with the amount of the monies so forfeited toward any greater sum they may become liable for to the Lessee on account of the default of the Contractor.

**26. ASSIGNMENT**

The Contractor shall not assign any portion of this Contract without the written consent of the Lessee.

**27. SUBLETTING**

- (a) All subcontractors proposed to perform work on the project shall be approved in writing by the Lessee prior to commencement of their work.

Such approval shall not entitle subcontractors to recognition for any direct or contractual relationship with the Agency, nor shall it constitute approval of the use of any materials other than those specified.

- (b) The Contractor shall be responsible for all acts of subcontracts and for all Contract work regardless of any subcontractors. All interest of the Agency in work of subcontractors shall be coordinated through the Contractor.

**28. INSURANCE**

- (a) The Contractor shall not commence work under this Contract until he has obtained all insurance required under this and such insurance has been approved by the CCLB. The Contractor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained and approved.

- (b) The Contractor shall take out and maintain during the life of this Contract Worker's Compensation Insurance for all his employees employed at the site of the project. The Contractor shall require all subcontractors similarly to provide Worker's Compensation Insurance for all of the latter employees, unless such employees are covered by the protection afforded by the Contractor. For any class of employees engaged in hazardous work under this Contract at the site of the project and not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of his employees not otherwise protected.

- (c) The Contractor shall take out and maintain during the life of this Contract Property Damage Insurance as shall protect the Lessee, its officers and employees, and the Contractor from any and all claims for damages for personal injury, including accidental death and claims for property damage which may arise out of or result from his operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed, either by the Contractor or subcontractor. Property Damage Insurance shall be in an amount not less than \$50,000 per occurrence with \$250,000 as the aggregate. Combined single limit coverage may be substituted for separate Public Liability and Property Damage coverages, provided such combined single limit coverage is in an amount not less than \$350,000 per occurrence with no aggregate. Certificates of such insurance shall be filed with the Agency and shall be subject to his approval for adequacy of protection.

- (d) The Contractor shall take out and maintain during the life of this Contract Fire, Builders Risk, Work in Process, Course of Construction, or such similar type of insurance that will insure the work which is the subject of the Contract. Said coverage shall be in an amount sufficient to provide full coverage on all completed work and materials in storage at the site at any stage of completion up to the date of acceptance of the work by the Lessee.
- (e) This policy shall provide for payment to the Lessee for the benefit of the Lessee or Contractor.
- (f) A “deductive” clause is permitted provided it does not exceed five (5) percent of the face amount of the policy, and further provided that such deductible clause does not apply with respect to the Agency as an additional insured.
- (g) The Lessee must be named as an “Additional Insured”, except on Worker’s Compensation policies.

**29. LEGAL REQUIREMENTS**

In the performance of this Contract, Contractor shall abide by and conform to any and all laws of the United States of America, the State of California, and Ordinances, regulations and polices of the City of Los Angeles.

**30. UNINTERRUPTED WORK**

Contractor shall prosecute work regularly, diligently and uninterruptedly once work on the project site has started.

**31. CONSTRUCTION SCHEDULE**

Contractor shall provide updated schedules as changes occur. Any changes in the schedule must be submitted within five (5) working days.

**32. PROGRESS PHOTOGRAPHS**

- (a) Required:
  - 1. Two (2) views at 7-day intervals during the entire period of contracted work.
  - 2. First photograph to be taken just before Contractor starts any operations at the factory and site.
  - 3. Final photographs to be taken when all contract work has been completed regardless of time interval since previous photographs were taken.
- (b) View locations are to show entire construction site.

- (c) The name of job, view location, Contractor's name and date of exposure shall be printed below the view.
- (d) Electronically submit the (2) views on a single 8.5" x 11" pdf. Recipient's email address to be issued after contract award.

**33. SCHEDULED WORKING DAYS**

No work shall be performed on Saturday, Sunday, or the following Legal Holidays unless such days are approved by the Lessee.

AGENCY LEGAL HOLIDAYS:

New Year's Day	_____	Labor Day	_____
Martin L. King's Day	_____	Columbus Day	_____
Presidents' Birthday	_____	Veterans' Day	_____
(Lincoln & Washington)	_____	Thanksgiving Day	_____
Memorial Day	_____	Christmas Day	_____
Independence Day	_____	Other:	_____

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Lessee(s) Date

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Lessee(s) Date

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Contractor Date

## APPRENTICES & TRAINEES

**Apprentices:** Contractors employing apprentices, or trainees, must not only maintain evidence of the registration of the apprentices and trainees under an approved program ( registered with the U.S. Department of Labor or State Apprenticeship Program), but also provide evidence of the ratio and wage rates prescribed by the applicable program.

**Apprenticeship Ratio:** The allowable ratio of apprentices to journeyman on the job site, as well as for each contract (in cases of a contractor working on multiple contracts at one time) shall not be greater than the ratio permitted to the contractor for the entire work force.

A working foreman, supervisor or owner may be counted as a journeyman for ratio purposes. The contractor must furnish written evidence of the allowable ratio and apprentice wage rates, as well as a copy of the registrations for any apprentices to be employed.

**Unregistered Apprentices:** Reg. 5.5(a)(4)(l) provides that any employee listed on a payroll at an apprentice wage rate who is not a bona fide registered or probationary apprentice shall be paid the wage rate for the classification of work he actually performed. However, the fact that a worker is listed on the payrolls as an apprentice in a particular craft and paid an apprentice wage rate for that craft does not, in itself, mean that he performed only the work of, or used only the tools of the craft in which he is an unregistered apprentice, and it does not mean that he must be compensated only at the contract rate for that craft classification. He may actually be performing work as a laborer or in another craft classification.

**Employment of Apprentices by More than One Employer:** Employment of a properly registered apprentice by more than one employer does not affect his status. The transfer of apprentices form one employer to another to provide varied work and training is an accepted construction industry practice.

## APPRENTICE UTILIZATION ON PUBLIC WORKS

Any contract awarded hereunder will require the contractor to comply with the provision of Labor Code, State of California, Section 1777.5, relating to apprentice employment and training; and that the prime contractor will assume full responsibility for compliance to said section for all apprenticeable occupations on the project period. Compliance with said Section 1777.5 of Labor Code is not required for public works contracts involving less than \$30,000 or twenty working days.

\_\_\_\_\_  
Contractor or Company Name

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Date

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID**

CONSERVATION CORPS OF LONG BEACH  
DEFOREST PARK MAINTENANCE BUILDING

## EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

### Chapter 4 of Division 3

#### THE SHELLEY-MALONEY APPRENTICE LABOR STANDARDS ACT OF 1939

*(Note: Boldface type denotes key points)*

**3098. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards.** When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

(Amended by Stats. 1974, Ch. 1095.)

### Chapter 1 of Division 2

#### APPRENTICES ON PUBLIC WORKS

1776. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week:, and the actual per diem wages paid to each journeyman, apprentice or worker employed by him in connection with the public works. The contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division Of Labor Standards Enforcement, and the division of Apprenticeship Standards. The body awarding the contract may charge a reasonable fee for copying such records. The body awarding the contract shall be required to retain the records filed pursuant to this section for 90 days after completion of the contract. After a complaint has been filed with the awarding body or the Division of Labor Standards Enforcement alleging that a contractor or subcontractor has paid less than the prevailing wage on a public works project, the contractor or subcontractor has paid less than the prevailing wage on a public works project, the contractor or subcontractor shall upon written notice from either the awarding body or the Division of Labor Standards Enforcement within 10 days file with the body awarding the contract a certified copy of the payroll records.

(Amended by Stats. 1976, Ch. 599.)

1777.5 Nothing in this chapter shall prevent the employment of property registered apprentices upon public works.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards

and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he is training. When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him, in performing any of the work under the contract or subcontract, employs workmen in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; provided, however, that the approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days.

“Apprenticeable craft or trade,” as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have a discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journey annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.



When such exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprentice able craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund and funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of such contributions in computing his bid for the contract. The Division of Labor Standards Enforcement authorized to enforce the payment of such contributions to the funds as set forth in Section 227.

The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. Such stipulations shall fix the responsibility of compliance with this section for all apprentice able occupations with the prime contractor.

All decisions of the joint apprenticeship committee under this section are subject to the provisions of Section 3081.

(Amended by Stats. 1976, Ch. 1179.)

1777.6 It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

(Amended by Stats, Ch. 1179.)

1777.7 In the event a licensed contractor willfully fails to comply with the provisions of Section 1777.5, such licensee shall be denied the right to bid on any public works contract for a period of one year from the date the determination of non-compliance is made by the Administrator of Apprenticeship and, notwithstanding the provisions of Section 1727, upon receipt of such a determination the awarding body shall withhold from contract progress payments then due or to become due the sum of five thousand dollars (\$5,000). Any determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the awarding body pursuant to this section shall be released to the contractor upon issuance of an order to that effect by the administrator, or upon completion of the contract. The interpretation and enforcement of Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1976, Ch. 538.)

## SUGGESTED PUBLICATIONS

1. SOUTHERN CALIFORNIA CONSTRUCTION BULLETIN  
(C.M.D. - Construction Market Data)  
2625 Manhattan Beach Blvd., Suite 110  
Redondo Beach, CA 90278  
(310) 643-1263  
(310) 643-1260 Fax
2. F. W. DODGE-McGRAW HILL, INC.  
(Green Sheet)  
1333 So. Mayflower Ave., 3rd Floor  
Monrovia, CA 91016  
(818) 932-6100
3. LOS ANGELES SENTINEL  
3800 Crenshaw Blvd.  
Los Angeles, CA 90018
4. LA OPINION  
1436 So. Main Street  
Los Angeles, CA 90015
5. LOS ANGELES TIMES  
Times Mirror Square  
Los Angeles, CA 90053
6. DAILY NEWS  
21221 Oxnard  
Woodland Hills, CA 91364
7. L.A. WATTS TIMES  
3731 Stocker Street #209  
Los Angeles, CA 90008  
(213) 290-6000  
(213) 296-1725 Fax
8. WAVE  
2621 West 54th Street  
Los Angeles, CA 90043  
(213) 290-3000  
(213) 291-0291 Fax

**CONTRACT FORMS**

**AND**

**CONDITIONS**

**PERFORMANCE BOND**

**THIS FORM MUST BE SUBMITTED WITH BOND AND INSURANCE DOCUMENTS**

# **PAYMENT BOND**

**THIS FORM MUST BE SUBMITTED WITH BOND AND INSURANCE DOCUMENTS**

# **STATE GENERAL WAGE DECISIONS/DETERMINATIONS**

To be inserted at the beginning of bid process.