

# SPECIFICATIONS

## RESIDENTIAL STREET REHABILITATION PROJECT CYCLE 2, PHASE 4 JOB NO. 40190



*Lauren Sablan*

Lauren Sablan, City Engineer

(Seal)

**PUBLIC WORKS DEPARTMENT  
ENGINEERING SERVICES DIVISION  
415 DIAMOND STREET, DOOR 2  
REDONDO BEACH, CA 90277-0270  
(310) 318-0661, FAX (310) 374-4828**

**JANUARY 2025**



# Table of Contents

---

Notice to Contractors Inviting Bids .....	6
Instructions to Bidders .....	9
Proposal .....	18
Bidder's Proposal .....	20
Bid Bond .....	24
Bidder's Qualifications & References .....	26
Designation of Subcontractors .....	29
Contractor's Affidavit of Non-collusion .....	33
Pre-bid Site Inspection Certification .....	35
Workers' Compensation Certificate .....	36
Reference Standards .....	37

## **General Conditions**

### **Article 1 - Preliminary Provisions**

1.01 - City's Representative .....	40
1.02 - Contractor's Representative .....	40
1.03 - Permits & Licenses .....	40
1.04 - Waiver .....	41
1.05 - Data to be Furnished by the Contractor .....	41
1.06 - Contract Drawings .....	41
1.07 - Specifications and Drawings .....	41
1.08 - Lines, Grades & Measurements .....	42
1.09 - Right of Way .....	42
1.10 - Assignment of Antitrust Cause of Action .....	43
1.11 - Signs .....	43

### **Article 2 - Performance of the Work**

2.01 - Performance of Work - General .....	44
2.02 - No Assignment .....	44
2.03 - Standard of Performance .....	44
2.04 - Defective Work .....	44
2.05 - Communications Regarding the Work .....	45
2.06 - Independent Contractor .....	45
2.07 - Emergency Work .....	45
2.08 - Subcontractors .....	46
2.09 - Use of Facilities Prior to Completion of Contract .....	46
2.10 - Cooperation with Other Work Forces .....	47
2.11 - Agreements with Property Owners .....	47
2.12 - Protection of Property .....	47
2.13 - Contractor's Responsibilities for Losses or Liabilities .....	48



2.14 - Guarantee of Work .....	49
2.15 - Cleaning & Environmental Controls .....	50
<b>Article 3 - Time of Commencement and Completion</b>	
3.01 - Commencement, Prosecution & Completion of Work .....	51
3.02 - City's Discretion to Extend Time .....	51
3.03 - Delays and Extensions of Time for Contractor .....	51
3.04 - Climatic Conditions .....	53
3.05 - Safety Hazard .....	54
3.06 - Liquidated Damages .....	54
<b>Article 4 - Construction Progress Schedule</b>	
4.01 - Initial Schedule .....	55
4.02 - Revised Schedules .....	55
<b>Article 5 - Suspension or Termination of Contract</b>	
5.01 - Suspension of Work-Default by Contractor .....	56
5.02 - Suspension of Work-Contract without Fault .....	57
5.03 - Decision of Engineer Final .....	57
5.04 - Remainder of Contract in Effect .....	57
5.05 - Allocation of Cost .....	57
5.06 - Termination of Contract-Default by Contractor .....	58
5.07 - Termination of Contract-Contractor without Fault .....	60
<b>Article 6 - Changes</b>	
6.01 - Changes Initiated by City .....	61
6.02 - Changes at the Contractor's Request .....	61
6.03 - Change Orders - Procedure .....	61
<b>Article 7 - Contract Payments and Claims</b>	
7.01 - General .....	64
7.02 - Schedule of Costs for Payments .....	64
7.03 - Progress Payments .....	64
7.04 - Final Payment and Release of Claims .....	65
7.05 - Force-Account Payment .....	66
7.06 - Claims & Protests-Contract Requirements .....	71
<b>Article 8 - Materials</b>	
8.01 - General .....	73
8.02 - Quality & Workmanship .....	73
8.03 - Trade Names and "Or Approved Equal" Provision .....	73
8.04 - Approval of Materials .....	74
8.05 - Ordering Materials .....	74
8.06 - Authority of the Engineer .....	75
8.07 - Inspection .....	75
8.08 - Infringement of Patents .....	76
<b>Article 9 - Submittals</b>	
9.01 - General .....	77
9.02 - Product Handling .....	78
9.03 - Schedule of Submittals .....	78



9.04 - Shop Drawings .....	78
9.05 - Colors .....	78
9.06 - Manufacturers' Literature .....	79
9.07 - Substitutions .....	79
9.08 - Manuals .....	79
9.09 - As-Built Drawings .....	80
9.10 - Submittals Quantities .....	80
9.11 - Identification of Submittals .....	80
9.12 - Schedule of Submittals .....	80
9.13 - Coordination of Submittals .....	81
9.14 - Timing of Submittals .....	81
9.15 - Approval by City .....	81
9.16 - Changes to Approved Submittals .....	82

## **Article 10 - Safety**

10.01 - Protection of Persons & Property .....	83
10.02 - Protection of Hazards .....	83
10.03 - Differing Site Conditions .....	84
10.04 - Traffic Regulation .....	85
10.05 - Traffic Control Devices .....	86
10.06 - Execution .....	86
10.07 - Flagging .....	87

## **Article 11 - Indemnity, Insurance and Bonds**

11.01 - Indemnity .....	88
11.02 - Minimum Scope of Insurance .....	89
11.03 - Minimum Limits of Insurance .....	90
11.04 - Deductibles and Self-Insured Retentions .....	90
11.05 - Other Insurance Provisions .....	90
11.06 - Acceptability of Insurers .....	91
11.07 - Verification of Coverage .....	91
11.08 - Subcontractors .....	92
11.09 - Risk Management .....	92
11.10 - Endorsements and Certificate .....	92
11.11 - Bonds .....	93

## **Article 12 - Labor Provisions**

12.01 - Working Hours .....	95
12.02 - Cost of Overtime Construction Inspection .....	95
12.03 - Compliance with State Labor Code .....	96
12.04 - Wage Rates .....	97
12.05 - Employment of Apprentices .....	99
12.06 - Character of Workmen .....	99



## **Exhibits**

General Liability Endorsement .....	Exhibit A
Automobile Liability Endorsement .....	Exhibit B
Waiver of Subrogation & Contribution .....	Exhibit C
Deductible Sample Letter .....	Exhibit D
Performance Bond .....	Exhibit E
Payment Bond .....	Exhibit F
Maintenance Bond .....	Exhibit G
Notice of Award of Public Works Contract .....	Exhibit H
Agreement .....	Exhibit I
Notice to Proceed .....	Exhibit J
Contractor's Waiver & Affidavit .....	Exhibit K
Notice of Acceptance .....	Exhibit L
Notice of Completion .....	Exhibit M

## **Special Conditions**

Technical Specifications .....	Exhibit O
--------------------------------	-----------



# **City of Redondo Beach**

## **Notice to Contractors Inviting Bids**

---

**January 2025**

**NOTICE IS HEREBY GIVEN** that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Redondo Beach, 415 Diamond Street, Door 1, Redondo Beach, California, until **9:00 A.M. on February 19, 2025**. Thereafter said bids will be publicly opened and read in the City Clerk's office of said City.

### **Residential Street Rehabilitation Project, Job No. 40190**

The work includes construction of sidewalk, curb, gutter, cross gutter and spandrel, driveways, ADA ramps, asphalt concrete pavement, asphalt concrete overlay, asphalt hot mix (HMA), base repairs, HMA slot patch, cold milling, utility adjustments, traffic signs, striping and markings, landscaping, irrigation, and other items per the Plans and Specifications on various residential streets within the City of Redondo Beach, California.

The estimated cost of the above described work is **\$3,000,000**. Bidders shall have an active **Class "A"** license from the Contractor's State License Board, a minimum of 5 years of applicable experience and 5 recently completed similar public works projects, at the time of submitting bid.

The project contract shall be completed and facility shall be made ready for service within **100** working days after the Notice to Proceed is issued.

In accordance with Labor Code Section 1770 et seq., this Project is a "public work," and thus, the Contractor and any Subcontractors must pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site.



No contractor or subcontractor may be listed on a bid proposal for a public works project 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 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.

Five percent of the payments due to the successful Contractor shall be withheld by City as retention for performance security, but the Contractor may substitute securities for said retention pursuant to Section 7.04 of the General Conditions.

If the Project includes the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, the bid shall contain, as part of the lump sum bid package, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety laws, rules, regulations and orders.

If the Bidder is awarded the contract, the contract shall be terminated and the bid bond forfeited if the Bidder fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.

Due to the current State and local Health Department Orders regarding reducing the spread of COVID-19, plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders may either download contract documents from the City's website or place a request for a CD to be sent by USPS first class mail. All such requests should be sent to [planholders@redondo.org](mailto:planholders@redondo.org). There is no charge for the CD. Contract documents may also be obtained from the City's website:

([https://redondo.org/departments/public\\_works/engineering\\_services/cip\\_bid\\_opportunities/index.php](https://redondo.org/departments/public_works/engineering_services/cip_bid_opportunities/index.php)).



Those who only view and/or print the bid schedule or specifications from the City's website will not be added to the City's Plan Holder List for this project. To be included on the Plan Holder's List for this project, a prospective bidder must provide the firm's name, address, telephone number, fax number, a contact person, and a valid email address to the Engineering Division at [planholders@redondo.org](mailto:planholders@redondo.org). It is not required to be on the Plan Holder's list, however any addenda will be sent via email only to those who are on the Plan Holder's List. Addenda will also be posted on the City website. Receipt of any Addendum must be acknowledged by the bidder on the form and included in its submitted Proposal.

Proposals (bids) to perform the work shall be made on the forms provided by the City Engineer and shall be submitted complete, including bid bond and list of subcontractors, in accordance with the Instructions to Bidders and other requirements of the bid document. In order to qualify to bid this project, bidders must obtain and properly execute a hardcopy of the contract documents. Each bidder wishing to submit a bid proposal shall print a hard copy of the City's bid proposal documents for submittal from the sent or downloaded electronic set. The City's bid proposal documents include the following forms: Proposal, Bidder's Proposal, Bid Bond, Bidder's Qualifications & References, Designation of Subcontractors, Contractor's Affidavit of Non-collusion, Pre-bid Site Inspection Certification, Workers' Compensation Certificate, and Receipt Acknowledgment of all addenda if any.

**Contact project manager, Daniel Gruezo, at 310-697-3214, or by email at [Daniel.Gruezo@redondo.org](mailto:Daniel.Gruezo@redondo.org) for questions regarding this project.**

**CITY OF REDONDO BEACH, CALIFORNIA**

Eleanor Manzano

City Clerk of the City of Redondo Beach



# Instructions to Bidders

---

## 1. Registration of Contractors and Subcontractors

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code of the State of California and submit the number and classification of said licenses.

All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to the Department of Industrial Relations (DIR).

## 2. Questions Prior to Opening Bid

Questions regarding documents, discrepancies, omissions, or intent of specifications or drawings, shall be communicated to the City Engineer, in writing, at least ten (10) working days prior to opening of bids, to provide time for issuing and forwarding an addendum should the City consider an addendum necessary. The City will not be responsible for oral interpretation of the specifications and drawings.

## 3. Obtaining Drawings and Documents

The project drawings are available from the City Public Works Department, Engineering Services Division. In order to qualify to bid this project, bidders must obtain and properly execute a hardcopy of the contract documents.

Contract documents may be viewed and downloaded from the City's website, ([https://redondo.org/departments/public\\_works/engineering\\_services/cip\\_bid\\_opportunities/index.php](https://redondo.org/departments/public_works/engineering_services/cip_bid_opportunities/index.php)). Those who only view and/or print the bid schedule or specifications from the City's website will not be added to the City's Plan Holder List for this project. To be included on the Plan Holder's List for this project, a prospective bidder must provide the firm's name, address, telephone number, fax number, a contact person, and a valid email address to the Engineering Division at [planholders@redondo.org](mailto:planholders@redondo.org). It is not required to be on the Plan Holder's List. However, any pertinent information or any addenda will be sent via email only to those who are on the Plan Holder's List. This information will also be posted on the City website. Receipt of any Addendum must be acknowledged by the bidder on the form provided with the Addendum and must be included with the submitted Proposal.



Due to the current State and local Health Department Orders regarding reducing the spread of COVID-19, plans and specifications are only available electronically. Paper copies are not available from the City. You may either download them from the City's website as discussed above or place a request for a CD to be sent by USPS first class mail. Contract documents may also be obtained by FEDEX by providing recipient account information. All such request shall be sent to [planholders@redondo.org](mailto:planholders@redondo.org). There is no charge for the CD. However, the requestor shall bear all responsibility of requesting the CD in time to submit a Proposal. The City will confirm shipment of the CD with the requestor but shall bear no responsibility for shipping delays.

#### **4. Proposal Forms - Submittal**

The proposal shall be made on the forms provided herein with the blank spaces properly filled in. The phraseology shall not be changed, and no additions shall be made to the items mentioned herein. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. All forms requiring specific information shall be completed with all applicable information for a bid to be considered responsive. Special attention should be given to completing:

- A. Bidder's Qualifications and References;
- B. Designation of Subcontractors; and
- C. Bidder's Bond

Include all proposal forms. Enclose the proposal in a sealed envelope; type or print on the envelope "Proposal for" followed by the title and specification number and the date and time of bid opening as they appear on the cover of this Specification book, and the bidder's name and address. The envelope may be mailed, hand delivered, or delivered by courier or package delivery service.

Mailed proposals shall be addressed as follows:

City Clerk  
City of Redondo Beach  
P.O. Box 270  
Redondo Beach, CA 90277

Proposals that are hand delivered or delivered by courier or package delivery service shall be presented to:



City Clerk  
City of Redondo Beach  
415 Diamond Street, Door 1  
Redondo Beach, CA 90277

Proposals received after bid opening time as stated in this Specification book or at any place other than the office of the City Clerk will not be considered. Prior to the stated bid opening time, a bidder may withdraw his proposal without prejudice to himself by submitting a written request for its withdrawal to the City Clerk.

## **5. Proposal Form**

The full name, business address, zip code, and business telephone number, with area code of the individual, partnership, joint venture, or corporation submitting the proposal shall be typewritten or legibly printed on the proposal. The bidder shall sign the proposal with his usual signature. An individual submitting a proposal or a partner signing for a partnership shall sign in the presence of a Notary Public and the notarial acknowledgment shall be attached to the proposal. A partner shall sign for a partnership and the names and addresses of all partners shall be given. An officer shall sign for a corporation, the corporate name shall be attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney is attached.

## **6. Proposal Form - Prices**

The bidder shall include in his bid price(s) any and all expense or costs that may be necessary to complete the project in accordance with the requirements of the contract. The bidder shall state for each item on the proposal form, in clearly legible figures, the unit price and item total or lump sum, as the case may be, for which he proposes to supply labor, materials, and equipment and to perform the work required by this Specification. Alteration of a price by erasure or interlineations must be explained or noted in the proposal over the signature of the bidder. In the case of a unit price item, the amount set forth, as the item total shall be the product of the estimated quantity times the unit price bid. In the event of a discrepancy between the unit price bid and the item total, the unit price shall prevail; however, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the



entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. In the event of a discrepancy between the unit price extension and the total amount bid or summaries of totals, the unit price extension total shall prevail.

## **7. Bidder's Bond**

Each bidder shall submit with his proposal a bidder's bond for not less than 10% of the total amount of the bid, using the form entitled "Bidder's Bond" contained in this Specification, and properly executed and acknowledged by the bidder and by a corporate surety authorized to transact such business in the State of California. Such bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bond is executed outside the State of California, all copies of the bond must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney. The surety or sureties on the bond must be satisfactory to the City. The City will reject a surety bond obtained from any company not holding Certificate of Authority from the U.S. Secretary of the Treasury under the Act of Congress approved July 30, 1947, (6 U.S.C., Secs. 6-13) as acceptable sureties on federal bonds. Any alteration of said form of bidder's bond, or imperfection in the execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the proposal under which the bidder's bond is submitted.

## **8. Declaration of Non-collusion**

Each bidder shall execute and submit with the proposal the Declaration of Noncollusion. The bidder signing the Declaration of Noncollusion shall meet all requirements for signing the proposal form.

## **9. Bidder's Qualifications and References**

The bidder must complete and submit with the proposal all information required, on both sides of the form, entitled "Bidder's Qualifications and References" and sign the form. If no information is to be filled in a blank space, then write "none".

## **10. Designation of Subcontractors**



The bidder must complete and submit with the proposal the form entitled "Designation of Subcontractors" for all subcontracts in excess of one-half of one percent of the total bid. Subcontractors' names, license numbers and class, DIR registration numbers, and city of business shall be complete and legible. Clearly state that portion of the work to be done by each subcontractor listed, by trade and by estimated dollar amount. If this form is completed by hand in the proposal package, the Contractor shall also submit a typed listing of subcontractors, listing subcontractors' name, complete address, phone number, license, trade and estimated dollar amount within 24 hours of the bid opening.

#### **11. Examination of Drawings, Specifications, and Site of Work**

The bidder shall examine carefully the site of the work contemplated and the proposal, drawings, and specifications therefore. The submission of a bid will be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the proposal, drawings, specifications, and other contract documents. The bidder is required to ascertain the locations of the existing utility services, and other underground facilities, and to provide for carrying out his operations so as to cause the minimum possible inconvenience to the occupants of property along any streets affected. All work and costs involved in the safeguarding of the property of others shall be at the expense of the bidder to whom the contract may be awarded.

The bidder hereby certifies that he/she has examined the local conditions, has read each and every clause of the Specifications, and that he has included all costs necessary to complete the specified work in his bid prices, and the bidder agrees that if he is awarded the contract he will make no claim against the City based upon ignorance of local conditions or misunderstanding of any of the provisions of the contract. Should the conditions turn out otherwise than anticipated by him/her, the bidder agrees to assume all risks incident thereto.



## **12. Interpretation of Specifications**

Should a bidder find discrepancies in, or omissions from, the specifications or plans, or should the bidder be in doubt as to their meaning, the bidder shall at once notify the City Engineer, requesting an interpretation or clarification. The person submitting such request will be responsible for its prompt delivery. Should the City Engineer find that the point in question is not clearly and fully set forth; the City Engineer may issue a written addendum which will be sent to all bidders of record. The City Engineer will not be responsible for any other explanation or interpretation of the plans or specifications, or for any oral instructions. If the bidder does not so notify the City Engineer, the bidder shall be conclusively deemed to have read, understood and agreed with all of the information and materials contained in the bid documents.

## **13. Experience**

Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing such material and equipment and constructing such work as they propose to furnish or construct and that they are fully prepared with necessary capital, equipment, and material to begin work promptly and to conduct it as required by this Specification.

## **14. Prices and Payments**

Approximate quantities listed in the Notice to Contractors and quantities listed for unit price items on the bidding form, are rough estimates given for comparing bids, and no claim shall be made against the City for excess or deficiency therein, actual or relative. Payment at the prices agreed upon will be in full for the completed work and will cover materials, supplies, labor, tools, equipment, and all other expenditures incident to a satisfactory compliance with the contract, unless otherwise specifically provided.

## **15. Substitutions**

To obtain approval during bid period to use unspecified products, bidders shall submit written requests at least ten (10) working days before the bid date and hour. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, an addendum will be issued covering it.



## **16. Modifying Bid**

Any bidder may modify his bid by written communication, provided such communication is received by the City Clerk's Office prior to the bid opening time. The written communication should not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened.

## **17. Bid Opening**

All proposals will be opened and declared publicly at the time and place stated in the Notice to Contractors. Bidders, their representatives, and other interested parties are invited to be present. After the bid opening, proposals may be inspected at the Engineering Services Division, until 3:00 p.m. on the working day following the bid opening.

## **18. Mistakes in the Bid**

A bidder shall be relieved of a bid due to mistakes only if the bidder can establish to the satisfaction of the City Engineer that all of the following circumstances exist:

- A. A mistake was made.
- B. He or she gave the public entity written notice within five working days, excluding Saturdays, Sundays, and City or state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.
- C. The mistake made the bid materially different than he or she intended it to be.
- D. The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans and specifications.

## **19. Award**

The City reserves the right to reject any or all proposals and to waive technical defects, as the interest of the City may require. Award of contract or rejection of bid proposals will be made by the City within 90 calendar days following the bid opening.



## **20. Basis of Award**

Contract will be awarded to the lowest responsible bidder meeting all requirements set forth in these specifications. The City will award the contract based on the lowest base bid, or the lowest base bid plus the first alternate, or the lowest base bid plus an orderly combination of the alternates, in the order said alternates were advertised.

## **21. Execution of Contract**

Within ten (10) working days after being notified by City that he has been awarded the contract, Contractor shall deliver to the City Engineer the following documents:

1. Two (2) copies of the Agreement in the form included herein, properly executed by Contractor and, if the Contractor is a corporation, evidence of its corporate existence and that the persons signing the Agreement are authorized to do so.
2. Properly executed copies of the following:
  - (a) Faithful Performance Bond,
  - (b) Labor and Material Bond, and
  - (c) Maintenance Bond in accordance with the requirements set forth in Article 11 of the General Conditions and attached thereto.
3. Properly executed copies on the following City forms:
  - (a) The General Liability Endorsement and Waiver of Subrogation,
  - (b) The Automotive Liability Endorsement and Waiver of Subrogation, and
  - (c) Workers' Compensation Waiver of Subrogation.
4. Certificate of Insurance with 30-day notice in accordance with the requirements set forth in Article 11 of the General Conditions and attached thereto.

In any event that the tenth working day falls on Saturday, Sunday or a legal holiday for the State of California, the aforesaid documents shall be delivered by the following working day. After receipt of said documents within said time period or any extension thereof granted by the City Engineer, the City shall execute the Agreement and return one of said two copies to Contractor for his files.



## **22. General Prevailing Wage Rates**

In accordance with Labor Code Section 1770 et seq., this Project is a “public work,” and thus, the Contractor and any Subcontractors must pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site.

## **23. Failure to Execute Contract**

If the bidder to whom the award is made fails to enter into the contract as herein provided and furnish the said bonds and insurance, this shall be just cause for the annulment of the award and the forfeiture of the Bidder's Bond, and an award may, in the discretion of the City Engineer, be made to the bidder whose proposal is the next most acceptable to the City in the opinion of the City Council, and such bidder shall fulfill every term, covenant and condition herein as if he/she were the party to whom the first award was made.

## **24. Bid Protest Procedures**

Any bid protest must be in writing and received by the City’s Project Manager before 5:00 p.m. no later than five working days following bid opening (the “Bid Protest Deadline”) and must comply with the City’s Standard Bid Protest Procedures, which are posted on the City’s website at [https://www.redondo.org/depts/public\\_works/engineering/cip\\_bid\\_opportunities/](https://www.redondo.org/depts/public_works/engineering/cip_bid_opportunities/)



# Proposal

---

Date: \_\_\_\_\_, 20\_\_\_\_

## **Residential Street Rehabilitation Project, Job No. 40190**

### **TO THE CITY OF REDONDO BEACH, REDONDO BEACH, CALIFORNIA**

Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits a proposal on the bidding form or forms attached hereto and made a part hereof, and binds himself on award by the City of Redondo Beach under this proposal to execute in accordance with such award a contract, of which this proposal and the said Notice to Contractors, Instructions to Bidders, Specifications, and drawings shall be a part, and to furnish the bond or bonds required by the Specifications. The attached Notice to Contractors, Instructions to Bidders, Specifications, and drawings are made a part of this proposal and all provisions thereof are hereby accepted.

**The bidder acknowledges that the Instructions to Bidders provides, among other things, that the Contract shall be terminated and the bid bond forfeited if the contractor fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.**

The bidder further agrees that, in case of his/her default in executing the required contract and the required bond or bonds, or furnishing the required insurance, the money payable under the bid bond accompanying his proposal shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the specifications.



Firm \_\_\_\_\_

By \_\_\_\_\_

(Signature)

Name/Title \_\_\_\_\_

Address \_\_\_\_\_

Zip \_\_\_\_\_

Phone \_\_\_\_\_

FAX \_\_\_\_\_

(CORPORATE SEAL OR  
NOTARIAL ACKNOWLEDGEMENTS  
OF SIGNATURE - IF PARTNERSHIP  
OR PROPRIETORSHIP)

Nature of firm (corporation, partnership, etc.)  
and names of individual members of the firm,  
or names and titles of officers of the  
corporation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Corporation organized under the laws of the

State of: \_\_\_\_\_



# Bidder's Proposal

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

The undersigned, having examined the proposed Contract Documents titled:

## Residential Street Rehabilitation Project, Job No. 40190

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents as itemized below:

### BID SCHEDULE

ITEM NO.	DESCRIPTION	PAYMENT SECTION	UNIT	QTY	UNIT PRICE	TOTAL
1	MOBILIZATION/DEMOBILIZATION (NOT TO EXCEED 5% OF BID)	7-3.4	LS	1		
2	IMPLEMENTATION OF WATER POLLUTION CONTROL BMPS	3-12.6.5	LS	1		
3	TRAFFIC CONTROL (INCLUDING SIGNS AND CMS)	601-1.1	LS	1		
4	CONSTRUCTION SURVEY AND MONUMENTATION	3-10.5	LS	1		
5	COORDINATE UTILITY RELOCATION - WATER VALVE	402-7	EA	8		
6	COORDINATE UTILITY RELOCATION - FIRE HYDRANT	402-7	EA	11		
7	COORDINATE UTILITY RELOCATION - STORM DRAIN MANHOLE	402-7	EA	1		
8	ADJUST GAS VALVE BOX AND COVER TO GRADE <b>[REVOCABLE BID ITEM]</b>	403-5	EA	10		
9	ADJUST WATER VALVE BOX AND COVER TO GRADE	403-5	EA	48		
10	ADJUST SANITARY SEWER MANHOLE FRAME AND COVER TO GRADE	403-5	EA	47		
11	ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO GRADE	403-5	EA	4		
12	ADJUST ELECTRICAL MANHOLE FRAME AND	403-5	EA	1		



	COVER TO GRADE <b>[REVOCABLE BID ITEM]</b>					
13	ADJUST TELECOMM MANHOLE FRAME AND COVER TO GRADE <b>[REVOCABLE BID ITEM]</b>	403-5	EA	1		
14	REMOVE EXISTING CURB AND GUTTER AND RECONSTRUCT PER SPPWC STD. PLAN 120-3 (A2)	303-5.9	LF	954		
15	REMOVE EXISTING ROLLED CURB AND GUTTER AND RECONSTRUCT PER SPPWC STD. PLAN 121-3 (B2-6)	303-5.9	LF	25		
16	REMOVE EXISTING CROSS GUTTER AND RECONSTRUCT PER SPPWC STD. PLAN 122-3 (8" DEPTH)	303-5.9	SF	2,857		
17	REMOVE EXISTING DRIVEWAY APRON AND RECONSTRUCT PER SPPWC STD. PLAN 110-2 (TYPE C)	303-5.9	SF	559		
18	REMOVE EXISTING ALLEY ENTRANCE AND RECONSTRUCT PER SPPWC STD. PLAN 130-3	303-5.9	SF	391		
19	REMOVE EXISTING ALLEY ENTRANCE AND RECONSTRUCT PER SPPWC STD. PLAN 130-3 INCLUDING DETETABLE WARNING SURFACES	303-5.9	SF	299		
20	REMOVE EXISTING IMPROVEMENTS AND INSTALL ADA CURB RAMP PER SPPWC STD. PLAN 111- 5	303-5.9	SF	13,000		
21	REMOVE EXISTING SIDEWALK UPLIFT AND RECONSTRUCT PER SPPWC STD. PLANS 112-2 AND 113-2	303-5.9	SF	1,390		
22	TREE ROOT PRUNING AND ROOT BARRIER	301-1.4	EA	1		
23	SUBGRADE PREPARATION	301-1.7	SY	7,984		
24	SUBGRADE OVER- EXCAVATION AND REPLACEMENT WITH CMB (6" DEPTH) <b>[REVOCABLE BID ITEM]</b>	301-1.7	CY	133		
25	COLD MILL EXISTING AC (2.0" DEPTH)	404-11	SY	26,269		
26	COLD MILL EXISTING AC (2.5" DEPTH)	404-11	SY	12,981		
27	COLD MILL EXISTING AC (3.0" DEPTH)	404-11	SY	4,004		



28	BASE REPAIR (4" DEPTH)	302-5.9	SF	1,676		
29	BASE REPAIR (6" DEPTH)	302-5.9	SF	405		
30	CONSTRUCT HMA OVERLAY (2.0" DEPTH)	302-9.9	TON	3,255		
31	CONSTRUCT HMA OVERLAY (2.5" DEPTH)	302-9.9	TON	2,010		
32	CONSTRUCT HMA OVERLAY (3.0" DEPTH)	302-9.9	TON	744		
33	THERMOPLASTIC STRIPING - DETAIL 2	84-2.04	LF	562		
34	THERMOPLASTIC STRIPING - DETAIL 22	84-2.04	LF	3,450		
35	THERMOPLASTIC STRIPING - 6" WHITE EDGE LINE	84-2.04	LF	1,824		
36	THERMOPLASTIC LIMIT LINE	84-2.04	LF	1,067		
37	THERMOPLASTIC WHITE CONTINENTAL CROSSWALK	84-2.04	SF	600		
38	THERMOPLASTIC YELLOW CONTINENTAL CROSSWALK	84-2.04	SF	200		
39	THERMOPLASTIC WHITE LADDER CROSSWALK	84-2.04	SF	150		
40	THERMOPLASTIC PAVEMENT MARKING - "STOP"	84-2.04	SF	1,628		
41	THERMOPLASTIC PAVEMENT MARKING - "ONLY"	84-2.04	SF	22		
42	THERMOPLASTIC PAVEMENT MARKING - ARROW I-10	84-2.04	SF	112		
43	THERMOPLASTIC PAVEMENT MARKING - ARROW IV	84-2.04	SF	15		
44	THERMOPLASTIC PAVEMENT MARKING - SHARED ROADWAY BICYCLE MARKING	84-2.04	SF	150		
45	GREEN THERMOPLASTIC BACKING	84-2.04	SF	650		
46	FIRE HYDRANT BLUE MARKER	84-2.04	EA	28		
47	RESTORE EXISTING CURB PAINT	84-2.04	LS	1		
48	REPLACE STREET NAME SIGN	82-3.04	EA	134		
49	INSTALL TELESAR BREAKAWAY POST	82-3.04	EA	21		
50	INSTALL POST EXTENSION ON EXISTING POST	82-3.04	EA	3		
51	INSTALL R4-11 SIGN	82-3.04	EA	5		



---

Base Bid Total in Words

---

(\$ \_\_\_\_\_ )

Base Bid Total in Figures

The City reserves the right to request the unit price of some or all contract items.

<hr/> <p>Name of Bidder</p>	<hr/> <p>Amount of Certified Check/Bidder's Bond</p>
<hr/> <p>Address</p>	<hr/> <p>Name of Bonding Company</p>

The price shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of Ninety (90) days after the date of bid opening.



## Bid Bond

---

Bond No.: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS** the City of Redondo Beach, California ("City"), has issued an invitation for bids for the work described as follows:

### **Residential Street Rehabilitation Project, Job No. 40190**

**WHEREAS** \_\_\_\_\_

\_\_\_\_\_  
(Name and address of bidder)

("Principal"), desires to submit a bid to City or the work.

**WHEREAS**, bidders are required, under the terms of the Section 20170 of the California Public Contract Code, to furnish a form of bidder's security with their bid.

**NOW, THEREFORE**, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), being not less than ten percent (10%) of the total bid price, including alternate, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bound Principal is awarded a contract for the work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.



**IN WITNESS WHEREOF**, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

"Principal"  
Company Name:

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

"Surety"  
Company Name:

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.



## **Bidder's Qualifications and References**

---

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

### **THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:**

1. The bidder has been engaged in the contracting business, under the present business name, for \_\_\_\_\_ years.

2. Experience in work of a nature similar to that covered in the Proposal extends over a period of \_\_\_\_\_ years.

3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows (Name any and all exceptions and reasons therefore):

---

---

---

4. Contractor's License Number, State of California \_\_\_\_\_ Class \_\_\_\_\_

5. Contractor's License Expiration Date \_\_\_\_\_

6. Department of Industrial Relations (DIR) Registration Number \_\_\_\_\_

7. The following contracts have been satisfactorily completed in the last three years for the persons, firm, or authority indicated; and to whom reference is made. (Name five contracts and include the total contract amount as well as the original bid amount for each contract.)



	YEAR	TYPE OF WORK	FINAL CONTRACT AMOUNT	ORIGINAL BID AMOUNT	LOCATION AND FOR WHOM PERFORMED
A					
B					
C					
D					
E					

8. The following persons may be contacted for information concerning the contract work listed above (list a reference for each contract named).

	NAME	TITLE	ADDRESS	TELEPHONE
A				
B				
C				
D				
E				

9. Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Bank \_\_\_\_\_ Branch \_\_\_\_\_



10. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of the bidder:

Surety Company \_\_\_\_\_ Phone \_\_\_\_\_

Surety Company \_\_\_\_\_ Phone \_\_\_\_\_

11. Following is a list of plant and equipment that is owned by the bidder and is definitely available for use on the proposed project:

QUANTITY	NAME, TYPE AND CAPACITY	CONDITION	LOCATION

(Attach additional sheets as necessary)

12. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Signature of Bidder \_\_\_\_\_

Name/Title: \_\_\_\_\_



## Designation of Subcontractors

NAME OF BIDDER \_\_\_\_\_

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1), Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof), each bidder shall set forth below:

1. 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 in 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 one percent of the Contractor's total bid.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his bid.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Portion	Estimated \$ Amount
Name: License No.: License Class: DIR Registration No.:			
Name: License No.: License Class: DIR Registration No.:			
Name: License No.: License Class: DIR Registration No.:			
Name: License No.: License Class: DIR Registration No.:			
Name: License No.: License Class: DIR Registration No.:			
Name: License No.: License Class: DIR Registration No.:			



Circumvention by the Contractor of the requirement under Section 4104 of the Public Contract Code to list his subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by this contract, shall be considered a violation of Division 2, Part 1, Chapter 4 of the Public Contract Code and shall subject the Contractor to the penalties set forth in Sections 4110 and 4111 of the Public Contract Code.

If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same portion for work to be performed under the contract in excess of one-half of one percent of the Contractor's total bid, he agrees that he/she is fully qualified to perform that portion himself/herself, and that he/she shall perform that portion himself/herself. If after award of contract, the Contractor subcontracts, except as provided for in Sections 4107 or 4109 of the Public Contract Code, any such portion of the work, the Contractor shall be subject to the penalties named in Section 4111 of the Public Contract Code.

The Contractor shall not:

A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may, except as otherwise provided in Section 4107.5 of the Public Contract Code, consent to the substitution of another person as subcontractor:

1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such contractor's written bid, is presented to him/her by the Contractor, or
2. When the listed subcontractor becomes bankrupt or insolvent, or
3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 43108 of the Public Contract Code, or
5. When the Contractor demonstrates to the City, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or



6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or

7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.

C. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which his original bid did not designate a subcontractor.

Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City will give notice in writing of at least five working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within two working days after the time of the bid opening by the City, give written notice to the City and copies of such notice to both the subcontractor he claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which no subcontractor was designated in the original



bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the provisions of Division 2, Part 1, Chapter 4 of the Public Contract Code or any amendments thereof, the Contractor violates his contract and the City may exercise the option, in its own discretion, of (1) canceling its contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under Section 4110 of the Public Contract Code the Contractor shall be entitled to a public hearing and to five days notice of the time and place thereof.



## Contractor's Affidavit of Non-collusion

---

STATE OF CALIFORNIA       )  
  ) SS  
COUNTY OF LOS ANGELES)

\_\_\_\_\_ being first duly sworn, deposes and says:

1. That he/she is the \_\_\_\_\_ (Title of office if a corporation: "sole owner," "Partner," or other proper title) of \_\_\_\_\_, hereinafter called "Contractor", who has submitted to the City of Redondo Beach a proposal for the construction of **Residential Street Rehabilitation Project, Job No. 40190**;

2. That said proposal is genuine; that the same is not sham; that all statements of fact therein are true;

3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed.

4. That the Contractor did not, directly or indirectly induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the bid price of the Contractor price or of anyone else, or to raise or fix any overhead profit, or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Redondo Beach, or of any other bidder, or anyone else interested in the proposed contract;

5. That the Contractor has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidders or induce action prejudicial to the interests of the City of Redondo Beach or of any other bidder, or anyone else interested in the proposed contract;

6. That the Contractor has not accepted any bid from any subcontractor or material man through any bid depository, the bylaws, rules or regulations, of which prohibit or prevent



the Contractor from considering any bid from any subcontractor or material man, which is not processed through said bid depository, or which prevent any subcontractor or material man from bidding to any Contractor who does not use facilities of or accept bids from or through such bid depository;

7. That the Contractor has not been debarred from participation in any state or federal public works project.

8. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Redondo Beach, or to any person or persons who have partnership or other financial interest with said Contractor in his business.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

**SUBSCRIBED AND SWORN TO BEFORE ME**

ON \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the County of  
Los Angeles, State of California

Place Notary Seal Above



# **Pre-Bid Site Inspection Certification**

---

## **Residential Street Rehabilitation Project, Job No. 40190**

The bidder hereby certifies that he or she and his or her Subcontractors have inspected the work site of the above project, and have fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof. The bidder also certifies he or she has observed the designated Contractor Work Areas and access routes.

### **BIDDER:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **BIDDER'S INSPECTORS:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_



# **Workers' Compensation Certificate**

---

## **Residential Street Rehabilitation Project, Job No. 40190**

The bidder hereby certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of any work on the above project.

### **BIDDER:**

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Reference Standards

---

The standards referred to, except as modified, shall have full force and effect as though printed in this Specification, and shall be the latest edition or revision thereof in effect on the bid opening date, unless a particular edition or issue is indicated. Copies of these standards are not available from the City. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AASHTO:	American Associated of State Highway and Transportation Officials, Standard Specifications.
ACI:	American Concrete Institute, Standards
AISC:	American Institute of Steel Construction, Specification for the Design, Fabrications, and Erection of Structural Steel for Buildings, and the AISC Code of Standard Practice.
AMCA:	Air Moving and Conditioning Association, Standards.
ANSI:	American National Standards Institute
APA:	American Plywood Association
API:	American Petroleum Institute
APWA:	American Public Works Association, Standard Specifications for Public Works Construction
ASHRAE:	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME:	American Society of Mechanical Engineers
ASTM:	American Society for Testing and Materials, Standards
AWPA:	American Wood-Preservers' Association, Standards
AWS:	American Welding Society
AWWA:	American Water Works Association, Standards
CISPI:	Cast Iron Soil Pipe Institute, Standards
CMAA:	Crane Manufacturers' Association of America



CRSI:	Concrete Reinforcing Steel Institute, Standards
CSS:	CalTrans Standard Specifications, State of California, Department of Transportation.
DOSH:	Division of Occupational Safety and Health, State of California, Department of Industrial Relations
ICEA:	Insulated Cable Engineers Association
IEEE:	Institute of Electrical and Electronic Engineers
IESNA:	Illuminating Engineering Society of North America
MSS:	Manufacturers Standardization Society
NAAMM:	National Association of Architectural Metal Manufacturers
NACE:	National Association of Corrosion Engineers, Standards
NEC:	National Electric Code
NEMA:	National Electrical Manufacturers' Association, Standards
RIS:	Redwood Inspection Service, Standard Specifications
SDI:	Steel Door Institute
SMACNA:	Sheet Metal and Air Conditioning Contractors National Association
SSPC:	Steel Structures Painting Council, Specifications
CBC:	California Building Code of the California Building Standards Commission
UL:	Underwriters Laboratories
WCLIB:	West Coast Lumber Inspection Bureau, Standard Grading and Dressing Rules



# **General Conditions**



# **Article 1**

## **Preliminary Provisions**

### **1.01 City's Representative.**

The City Engineer (sometimes herein called "Engineer") shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions of the contract documents.

### **1.02 Contractor's Representative.**

The Contractor shall at all times be represented on the work in person or by a foreman or duly designated agent. Instructions and information given by the Engineer to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor.

### **1.03 Permits and Licenses.**

A. The Contractor and all subcontractors shall purchase or hold current and valid City of Redondo Beach Businesses Licenses during the entire period of the contract. The Contractor shall obtain all permits required by other agencies of the State and County as well as the City of Redondo Beach. All permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors. The Contractor shall enforce the permit requirements. Permit fees to the City of Redondo Beach shall be waived.

B. Where requirements of the permits differ from those of the drawings and specifications, the more stringent requirements shall apply.

C. The Contractor shall be responsible for payment of all assessments, fees, or charges levied or imposed by any governmental or quasi-governmental authority, or public or private utility, in connection with the work during the entire period of the contract.



#### **1.04 Waiver.**

Waiver by City of any breach of any term, covenant, or condition contained in the contract documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.

#### **1.05 Data Furnished by the Contractor.**

The Contractor shall furnish the Engineer reasonable facilities for obtaining such information as he may desire respecting the character of the materials and the progress and manner of the work, including all information necessary to determine its costs, such as the number of men employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

#### **1.06 Contract Drawings.**

A. The drawings which form a part of this specification are bound in a separate volume.

B. The City will accept no responsibility for errors resulting from misinterpretation or scaling of the drawings.

#### **1.07 Specifications and Drawings.**

A. The Contractor shall keep on the job site a copy of all specifications, drawings, and change orders pertaining to the work and shall at all times give the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. City specifications shall govern over referenced standards. If neither is applicable, manufacturer's specifications and instructions shall apply. The Engineer will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance, unless otherwise provided in the proposal, contract, or special requirements.

B. The Specifications for this project are the entire agreement between the Contractor and City, which consist of the aforesaid drawings, the Notice to Contractors, the Instructions to Bidders, the Proposal, Bidding Form, Bid Bond, the Bidder's



Qualifications and References, the Designation of Subcontractors, the Affidavit of Non-collusion, the Pre-bid Site Inspection Certification, the Worker's Compensation Certificate, the Reference Standards, the General Conditions, the Exhibits and the Special Conditions. If no Special Conditions are attached hereto, the Specifications are further deemed to incorporate by reference the latest edition of the Standard Specifications for Public Works Construction as an essential part of the contract documents. Copies of the "Green Book" are available for review at the City Engineer's office or for purchase at the following address: Building News, Inc., 10801 National Blvd., Suite 100, Los Angeles, CA 90064.

C. In the event of a conflict between the Agreement and the General Conditions, the former shall prevail.

D. All documents forming the complete contract are intended to integrate so that any condition or work called for in any one and not mentioned in another shall be executed as if mentioned in all documents and set forth in the drawings.

#### **1.08 Lines, Grades, and Measurements.**

A. All lines and grades will be established by the Contractor. The Contractors shall carefully preserve all survey stakes and reference points as far as possible. Should any stakes or points be removed or destroyed unnecessarily by any act of the Contractor or his employees, they must be reset at the Contractor's expense.

B. The Contractor shall inform the Engineer a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience.

C. No direct payment will be made for the cost to the Contractor of any of the work or delay occasioned by giving lines and grades, by making other necessary measurements, or by inspection.

#### **1.09 Right of Way.**

A. The site for the installation of equipment or the right of way for the works to be constructed under this contract will be provided by the City.

B. The City will provide the appropriate rights of way and property for pipelines and structures. Upon approval by the Engineer, the Contractor may, without cost, use portions of any of the City's rights of way or property which may be suitable for



working space and for storage of equipment and materials. The Contractor will be held responsible for any damage to structures, streets, and roads, and for any damage that may result from his use of City property.

C. In case areas additional to those available on the City's rights of way or property are required by the Contractor for his operations, he shall make arrangements with the property owners for the use of such additional areas at his own expense.

#### **1.10 Assignment of Antitrust Cause of Action.**

The Contractor assigns to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), in connection with the Project, such assignment to be effective upon final payment to the Contractor without further acknowledgment by the parties.

#### **1.11 Signs.**

Contractor shall post two (2) - 3'x 6' (shown on Exhibit N), weather-proof sign at key locations. Said sign locations shall be selected by staff and shall change as the location of the work area changes.



## **Article 2**

### **Performance of Work**

#### **2.01 General.**

Contractor will at its own cost and expense furnish all necessary materials, labor, transportation, and equipment for doing and performing said work and the materials used shall comply with the requirements of the contract documents. All work shall be performed and completed as required in the contract documents under the direction and supervision, and subject to the approval of the City Engineer, or his designated representative.

#### **2.02 No Assignment.**

Contractor shall not assign the contract or his interest therein in whole or in part without the prior written consent of the City Council, which may be withheld in the City's sole discretion.

#### **2.03 Standard of Performance.**

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by him under the contract will be performed in the best manner; that any material furnished by him will be the best of its class; and that both work and materials will meet fully the requirements of these plans and specifications.

#### **2.04 Defective Work.**

The Contractor shall remove and rebuild at his own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If he refuses or neglects to replace such defective work, prior to acceptance of the work, it may be replaced by the City at the expense of the Contractor, plus 15% for overhead expenses, and his sureties shall be liable therefore. (See Section 2.14 for curing defects after acceptance of the work).



## **2.05 Communications Regarding the Work.**

After award of the contract, all communications regarding the work covered by this Specification shall be addressed to the City Engineer and mailed to:

City of Redondo Beach  
Public Works Department  
Engineering Services Division  
P.O. Box 270  
Redondo Beach, California 90277-0270

Or hand delivered to:

City of Redondo Beach  
Public Works Department  
Engineering Services Division  
415 Diamond Street, Door 2  
Redondo Beach, California 90277

## **2.06 Independent Contractor.**

The Contractor in the performance of the work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

## **2.07 Emergency Work.**

A. During Working Hours: In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. He shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

B. Outside of Working Hours: Whenever in the opinion of the City there shall arise, outside of the regular working hours on the contract work, an emergency involving utility services to the public or danger to public safety, the City's forces, agents or public utility operators will handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his payment as provided in the contract



documents. The performance of emergency work by City forces will not relieve the Contractor of any of his responsibilities, obligations, or liabilities under the contract.

## **2.08 Subcontractors.**

A. Each subcontractor shall contain a reference to the contract between the City and the principal Contractor, and the terms of the contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the Engineer, if, in his/her opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work.

B. Nothing contained in this Specification shall be construed as creating any contractual relationship between any subcontractor and the City. The sections of this Specification are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

C. The Contractor shall be considered the employer of and as fully responsible to the City for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. It shall be his duty to see that all of his/her subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workmen is made good by them or by himself/herself at his/her expense.

E. The City will not undertake to settle differences between the Contractor and his subcontractors or between subcontractors.

F. The Contractor shall utilize the services of properly licensed specialty subcontractors, without additional expense to the City, on those parts of the work which are specified to be performed by specialty contractors.

## **2.09 Use of Facilities Prior to Completion of Contract.**

A. Whenever in the opinion of the Engineer any work under the contract, or any portion thereof, is in a condition suitable for use by the City, the City may, after written notice and designation from the Engineer to the Contractor, use (which includes,



but is not limited to, taking over or placing into service) any portion or portions designated by the Engineer.

B. The use of any portion or portions by the City shall not be construed as, and will not constitute acceptance in any sense, of any portion of the work of the Contractor.

C. All necessary repairs, renewals, changes, or modifications in the work or any portion thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship, the operations of the Contractor, or any other cause, shall be made at the expense of the Contractor.

D. The use of any portion by the City shall not relieve the Contractor of any of his responsibilities or liabilities under the contract nor constitute a waiver by the City of any of the conditions thereof. Said use shall not cancel liquidated damages as of the first date of use, or any continuance thereof, nor impair, reduce, or change the amount of liquidated damages.

## **2.10 Cooperation with other Work Forces.**

A. The City reserves the right to perform other work at or near the site at any time by the use of its own forces or other contractors.

B. Other contractors, other utilities and public agencies or their contractors, other City contractors, and City personnel may be working in the vicinity during the project construction period. There may be some interference between these activities and the work under this specification. The Contractor shall cooperate and coordinate his work with that of other work forces to assure timely contract completion.

## **2.11 Agreements with Property Owners.**

Agreements with property owners for spoiling excavated material, storing materials, or other purpose related to the work shall be made in writing and a copy submitted to the Engineer for his information.

## **2.12 Protection of Property.**

All public and private property, pavement or improvement shall be safely guarded from injury or loss in connection with this contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he shall immediately notify the proper owners or authorities.



## 2.13 Contractor's Responsibilities for Losses or Liabilities.

A. Risk of Loss: Except as otherwise provided in the contract documents and except as to the cost of repair or restoration of damage to the work caused by an act of God as that term is defined in Section 7105(b) of the Public Contract Code of the State of California, the Contractor shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the ground in or on which the work is done is different from what is assumed, or on account of the weather, or floods, or other causes.

B. Materials and Facilities: The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of his failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any material furnished by him and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damaged or lost material and repair damaged parts of the work.

2. The Contractor shall protect City facilities from damage resulting from his work. City facilities damaged by or as a result of the Contractor's work under this contract shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.

3. The Contractor shall remove from the vicinity of the completed work all buildings, rubbish, unused material, concrete forms, and other materials belonging to him or used under his direction during construction.

C. Laws and Regulations:

1. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed on the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same in writing to the Engineer.



2. He shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before completion of this contract.

3. Nothing in these drawings and/or specifications is to be construed to permit work not conforming to such laws, ordinances, and regulations. If the Contractor ascertains at any time that any requirement of this contract is at variance with such applicable law requirement, he shall promptly notify the Engineer.

4. If such applicable law requirement was not in effect on the date of submission of bids, any necessary adjustment of the contract price shall be made as provided in Article 5 of the General Conditions. If such applicable law requirement was in effect on said date of bid submission, no adjustment of contract price will be considered.

5. The Contractor, at his own expense, shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

## **2.14 Guarantee of Work.**

A. The Contractor guarantees all materials and workmanship against defects for a period of one year, unless noted otherwise, from the date of final acceptance of all work performed under the contract. The date of final acceptance will be as stated on the Notice of Acceptance.

B. The Contractor assumes responsibility for a similar one-year guarantee, unless noted otherwise, for all work and materials provided or performed by subcontractors, manufacturers, or suppliers.

C. The Contractor hereby agrees that if, within a period of one year, unless noted otherwise, after final acceptance of the work done under the contract, any portion of the work installed, constructed, or performed by him/her fails to fulfill any of the requirements of the contract, he/she will, without delay and with the least practicable inconvenience and without further cost to the City, repair or replace defective or otherwise unsatisfactory work or materials. This agreement will not delay acceptance of the work or final payment.



D. Should the Contractor fail to act promptly in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before the Contractor can be notified or can respond to notification, the City may at its option make the necessary repairs or replacements, or perform the necessary work, and the Contractor shall pay to the City the actual cost of such repairs plus 15 percent.

E. The Contractor shall be responsible for the full expense incidental to making good any and all of the above guarantees and agreements. The above guarantees and agreements are covenants, the performance of which shall be binding upon the Contractor and his sureties.

## **2.15 Cleaning and Environmental Controls.**

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove waste materials, debris and rubbish from site and dispose off-site legally. Recycling is encouraged. The Contractor should investigate opportunities for recycling.

C. Spoil sites shall not be located where spoil shall be washed back into a street gutter, storm drain, runoff conveyance or ocean.

D. Water containing mud, silt, or other pollutants from activities, shall not be allowed to enter the ocean or placed in locations that may be subject to storm runoff.

E. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.

F. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.

G. The Contractor shall comply with all litter and pollution laws. All Contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Contractor to insure compliance.



# Article 3

## Preliminary Provisions

### 3.01 Commencement, Prosecution, and Completion of Work

A. Notice to Proceed: The Contractor is not authorized to perform any work under this specification until he has received from the City an official notification to commence work. The date on which the notification is received by the Contractor is herein referred to as the Notice to Proceed. The Contractor shall commence work within ten (10) calendar days after Notice to Proceed. A copy of the Notice to Proceed is included in these specifications. The notification to commence work will not be issued until the contract is properly executed, bonds are furnished and approved, and insurance has been submitted and approved.

B. Prosecution of the Work: Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly proposes that he has taken into consideration and made allowances for all ordinary delays and hindrances to the work to be performed and that he will complete the work within the specified time.

C. Required Contract Completion: Facility shall be made ready for service within 100 working days after the Notice to Proceed is issued. Work on Saturdays or after hours requires prior consent of the City Engineer and is subject to Cost of Overtime Construction Inspection. Work on Sundays or City holidays is generally not permitted.

### 3.02 City's Discretion to Extend Time

In the event the work required hereunder is not satisfactorily completed in all parts and in compliance with the Contract Documents, City shall have the sole right, in its discretion, to increase the number of working days or not, as may seem best to serve the interest of the City.

### 3.03 Delays and Extensions of Time for Contractor

A. The Contractor shall take reasonable precautions to foresee and prevent delays to the work. In the event of any delay to the work, the Contractor shall revise his/her sequence of operations, to the extent possible under the terms of the contract, to offset the delay.



B. If any delay to the work is caused by circumstances within the Contractor's control, it is not excusable and not compensable, and the Contractor will not be entitled to any extension of time or to any other compensation for damages resulting directly or indirectly there from.

C. If any delay having a direct effect on the work is caused by circumstances beyond the control of the Contractor except for causes of delay specified in Paragraph 3.03-D., such delay may be excusable and may entitle the Contractor to an equivalent extension of time, but not to any other compensation. Excusable but not compensable causes include, but are not limited to, labor disputes, weather conditions unfavorable for prosecution of the work, and acts of God.

D. If any delay having a direct effect on the work is caused by failure of the City to provide information as specified, or necessary instructions for carrying on the work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility such delay may be compensable and may entitle the Contractor to an equivalent extension of time; and may entitle the Contractor to compensation for damages resulting directly from any of the causes of delay specified in this paragraph.

E. The Contractor shall notify the Engineer in writing of any delay having a direct effect on the work and the causes thereof within 15 days from the beginning of such delay.

F. Any claim for an extension of time or for compensation for damages resulting from delay shall be made in writing to the Engineer not more than 30 days after the ending of such delay. The Contractor shall provide data showing the effect of the delay on the specified completion of the work, that they delay was beyond the control of the Contractor, and that the Contractor has revised his construction schedule, to the extent possible, to offset the delay. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all work under the contract or the timely completion of a portion of the work for which a time of completion is specified.

G. The Engineer will investigate the facts and ascertain the extent of the delay, and his findings thereon shall be final and conclusive, except in the case of gross error. In the event of a gross error, the Engineer may reconsider his findings and thereafter his findings shall be final and conclusive.



H. Failure of the Contractor to give written notice of a delay, or to submit or document a claim for an extension of time or for damages resulting from delay in the manner and within the times stated above shall constitute a waiver of all claims thereto.

I. When a Contractor experiences two concurrent delays, one compensable and the other excusable, no compensation other than an extension of time will be allowed.

J. An extension of time must be approved by the Engineer to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

### **3.04 Climatic Conditions**

A. The Engineer may suspend the work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.

B. If the Contractor believes that work should be suspended under this Section 3.04, he may request such suspension. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.

C. No extension of time will be granted for suspension of work unless the suspension affects the timely completion of all work under the contract or the timely completion of a portion of the work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Engineer and the Contractor on each day that work is suspended. In the event of failure to agree, the Contractor may protest under the provisions of Section 7.07.

D. If the work is suspended and an extension of time is granted under this Section 3.04 the Contractor will be entitled to a one day extension of time for each day that he is unable to work at least one-half of his current normal work day; and if the work is suspended at the regular starting time on any work day and the Contractor's workforce is dismissed as a result thereof, then he will be entitled to a one day extension of time whether or not conditions change thereafter and the major portion of the day is suitable for work.



### **3.05 Safety Hazard**

The Engineer may suspend operations if he determines that an imminent safety hazard exists.

### **3.06 Liquidated Damages**

A. The deductions for liquidated damages shall be \$1000/day from date of required contract completion until actual contract completion date.

B. The above liquidated damages are necessary to ensure timely completion and to defray costs of additional construction inspection and contract administration. Timely completion is required to insure that the owner may occupy the building fully, all facilities operational and all construction activities completed in accordance with these specifications.

C. Should the Contractor fail to complete all or any portion of the work within the specified time therefore in Section 3.01, or within such extra time as may be allowed for delays by formal extensions granted by the City, deductions as set forth above will be made from the Contractor's earning for the time that the work remains incomplete after the time set for its completion.

D. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under this contract. Should the amount of the damages exceed the amount due the Contractor, he and his sureties shall be liable for the excess.



# **Article 4**

## **Construction Progress Schedules**

### **4.01 Initial Schedule**

A. Within 24 hours after the Notice to Proceed has been given, and prior to the start of any work, the Contractor shall submit to the City Engineer for approval six (6) copies of its proposed construction schedule with subschedules of related activity. If the Engineer notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within 5 working days thereafter.

B. The construction schedule shall be in the form of bar charts with major activities of the project listed in chronological order showing the dates for beginning and completion of each activity.

C. The construction schedule shall also contain:

1. An economic component showing the cost of each activity, the anticipated monthly earnings and a cash flow diagram.

2. A products availability schedule, which shall show the availability dates for contractor furnished equipment affecting the progress of the work, indicate the required delivery dates for City furnished materials and equipment and indicate the required installation date for utility-furnished equipment.

### **4.02 Revised Schedules**

A. After start of the work, the Contractor shall submit revised construction schedules not later than the 1st and 15th day of each month thereafter until completion of the contract.

B. The revised schedules should show any significant changes in activities since submission of the previous schedule with revised projections of progress and completion. It should also provide a narrative report of problem areas, anticipated delays and the impact on the schedule, corrective action recommended and its effect, and the effect of changes on schedules of other contractors involved with the work.



# **Article 5**

## **Suspension or Termination of Contract**

### **5.01 Suspension of Work-Default by Contractor**

A. If the Contractor fails to begin the delivery of the material or to commence work as provided in the contract, or fails to make delivery of material promptly as ordered, or to maintain the rate of delivery of material or progress as ordered, or to maintain the rate of delivery of material or progress of the work in such a manner as in the opinion of the Engineer will ensure a full compliance with the contract within the time limit, or fails to timely pay subcontractors or suppliers, or if in the opinion of the Engineer the Contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on him to provide within a specified time for a satisfactory compliance with the contract. If he neglects or refuses to comply with such notice, the City may suspend the operation of all or any part of the contract, or it may in its discretion after such notice perform any part of the work or purchase any or all of the material included in the contract or required for the completion thereof at the expense of the Contractor without suspending the contract.

B. Upon suspension of the contract, the Engineer, acting in behalf of the City, may in his discretion take possession of all or any part of the machinery, tools, appliances, materials, and supplies that have been delivered by or on account of the Contractor for use in connection therewith and the same may be used either directly by the City or by other parties for it in the completion of the work suspended; in which case the Contractor shall be credited with a reasonable rental therefor, to be determined by the Engineer; or the City may employ other machinery or materials, purchase the material contracted for in such manner as it may deem proper, or hire such force and buy machinery, tools, appliances, materials, and supplies at the Contractor's expense as may be necessary for the proper conduct and completion of the work. The Contractor shall not make any disposition of the plant, machinery, tools, appliances, supplies, or materials used on or in connection with the work, either by sale or conveyance, inconsistent with these provisions. The Contractor shall comply with any written order of the Engineer to re-commence the work.

### **5.02 Suspension of Work-Contract without Fault**



The work may be suspended in whole or in part when determined by the City Engineer that such suspension is necessary in the best interest of the City, regardless of fault by the Contractor. In such event, the Contractor shall comply immediately with any written order of the Engineer suspending the work and shall comply with any written order of the Engineer re-commencing the work.

### **5.03 Decision of Engineer Final**

The determination of the City Engineer to suspend the work under the provisions of either section 5.01 or 5.02 shall be final and binding upon both parties.

### **5.04 Remainder of Contract in Effect**

Suspension of the contract, or any part thereof, shall operate only to terminate the right of the Contractor to proceed with the work covered by the contract or the suspended portion thereof. The provisions of the contract permitting the City to make changes and to make proper adjustment of accounts to cover any increase or decrease of cost on account of such changes and all other provisions of the contract except those giving the Contractor the right to proceed with work on the items covered by the suspension, shall be and remain in full force and effect after such suspension and until the contract shall have been completed and final payment or final adjustment or accounts made.

### **5.05 Allocation of Cost**

A. Contractor at fault: When the work is suspended in whole or in part in accordance with the provisions of section 5.01 any cost to the City in excess of the contract price, arising from the suspension of the work, or from work performed or purchase made by the City, either before or after suspension, and required on account or failure of the Contractor to comply with his/her contract or the orders of the Engineer issued in pursuance thereof, will be charged to the Contractor and his/her sureties, who shall be liable therefor. If the net credits shall be in excess of the claims of the City against the Contractor, the balance will be paid to the Contractor or his legal representative.

B. Contractor without Fault:

1. Where the work is suspended in whole or in part in accordance with the provisions of section 5.02, the Contractor will be compensated for damages incurred due to delays for which the City is responsible if such delays



are unreasonable in the circumstances involved and were not within the contemplation of the parties when the contract was awarded to the Contractor. Such actual costs will be determined by the Engineer. The City will not be liable for, and in making this determination the Engineer will exclude, all damages which the Engineer determines the Contractor could have avoided by and reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.

2. If the Contractor desires payment for such a delay it shall, within 30 days after the beginning of the delay, file with the City a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the City to consider such request.

## **5.06 Termination of Contract-Default by Contractor**

A. The City may terminate the Contractor's performance under the Contract and declare the Contractor in default for any breach of the Contract, which shall include, by way of example and not by limitation: (1) the Contractor fails to begin the delivery of the material or to commence work as provided in the contract; (2) the Contractor fails to make or maintain the rate of delivery of material or progress of work promptly as ordered or required under the contract, or to maintain the rate of delivery of material or progress of the work in such a manner as in the opinion of the Engineer will ensure full compliance with the contract within the time limit; (3) the Contractor fails to make prompt payment to subcontractors, materialmen, laborers or suppliers; (4) the Contractor fails to execute or prosecute the Work properly, or in the manner or location specified in the Contract, or fails to complete the Work entirely on or before any date established for partial or final completion, or fails to maintain a work program or schedule as to ensure the City's interest; (5) if there shall be filed by or against the Contractor in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Contractor's property, and within thirty days therefrom the Contractor fails to secure a discharge thereof; (6) the Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors; (7) the Contractor fails to perform the work in accordance with the contract documents (including without limitation, the failure to supply suitable materials and equipment, or sufficiently skilled workers and a sufficient number thereof,



to perform the work in accordance with the contract documents); (8) the Contractor disregards any applicable law, rule, regulation, order or directive; (9) if, in the reasonable opinion of the Engineer, the Contractor is not complying in good faith with any term or condition of the contract or any order from the City.

B. In the event of such termination, the Contractor will be paid the actual amount due based on unit prices or lump sums bid and the quantity of work completed at the time of cancellation, less damages caused to the City by acts of the Contractor causing the cancellation. The Contractor, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason.

C. The procedures for declaring the Contractor in default are as follows. The City shall first serve written notice upon the Contractor, demanding full compliance with the Contract within 5 days after receipt of such notice. The surety on the faithful performance bond may be provided with a copy of such notice. If the Contractor does not comply with such notice within 5 days after receiving it, or if, after starting to comply, the Contractor fails to prosecute the work or otherwise comply with such notice promptly and in good faith, the City may declare Contractor in default, and such default shall be effective immediately upon Contractor's receipt of written notice of default from the City. A copy of such notice of default shall be provided to the surety.

D. In the event that Contractor is served with notice of default, the City may, immediately upon Contractor's receipt of such notice, exclude it from the premises and take possession of all material and equipment, and complete the Work by City forces, by letting the unfinished work to another Contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within five (5) days after the completion all costs in excess of the Contract Price.

E. If the Surety assumes any part of the work, it shall take the Contractor's place in all respects for that part and shall be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Contract.



F. The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

#### **5.07 Termination of Contract - Contractor without Fault**

A. The City may terminate the Contract when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, as defined in section 4151(b) of the State Government Code, by law, or by official action of a public authority.

B. When written notice by the Engineer to discontinue work is served upon the Contractor because the Contract has been terminated as provided in subsection A above; the Contractor shall comply immediately with the order of the Engineer.

C. The Contractor shall be paid for work performed to the time of termination at the unit prices named in the contract, or in the event no unit prices are named, a sum equal to that portion of the lump sum price which the work completed to the time of termination bears to the total work to be performed under the contract as determined by the Engineer. In no event will the City be liable to the Contractor for breach of contract, extra work, or damages because of said termination of contract.



# **Article 6**

## **Changes**

### **6.01 Changes Initiated by City**

The City reserves the right to make such alterations, deviations, additions to or deletions from the plans drawings and specifications, including the right to increase or decrease the quantity of any item or portion of work or to omit any item or portion of the work, and to require such changes in the work as are determined by the City Engineer to be necessary or advisable for proper completion or construction of the whole work contemplated.

### **6.02 Changes at the Contractor's Request**

If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with the plans and specifications and applies in writing for a modification of requirements or of methods of work, such change may be authorized by the Engineer, if not detrimental to the work and if without additional cost to the City.

### **6.03 Change Orders - Procedure**

A. Engineer's Adjustment of Contract Terms: Changes will be set forth in a contract change order. If the work to be done or change to be made causes an increase or decrease in the Contractor's cost of performance of the contract, an equitable adjustment may be made as determined by the Engineer. The contract change order will specify the payment to be made or credit to be taken and adjustment of the contract time, if any. Payment in accordance with the terms and conditions set forth in a contract change order shall constitute full compensation for all work included therein or required thereby.

B. Contractor's Agreement: Contractor shall proceed with the ordered work, unless another starting date is specified. If the Contractor agrees with the terms and conditions of the contract change order, he shall indicate his acceptance by signing the original copy and returning it to the Engineer within 3 days. If the Contractor disagrees with the terms and conditions of such contract change order, he shall proceed with the ordered work and shall submit a written protest in accordance with "E. Protest Procedure."



C. Submittal of Contractor's Proposal of Changes: Prior to issuing an approved contract change order, the Engineer may request that the Contractor submit a proposal covering the changes. The request will include a description of the work or revised drawings or specifications reflecting changes proposed to be ordered. Within 3 days after receiving the request the Contractor shall submit his proposal to the Engineer, including any claim for extension of time and any and all compensation which may be necessary as a result of performing the changes. If the Engineer decides not to issue a contract change order after requesting a proposal from the Contractor, the Contractor will be notified of such decision in writing.

D. Issuance of Engineer's Order: The Engineer may, in writing, order the Contractor to proceed with the work prior to receipt of an approved contract change order therefor. In such case, the Engineer will as soon as practicable issue an approved contract change order for the work and the provisions "E. Protest Procedure" shall be fully applicable to such subsequently issued contract change order. The Contractor shall keep full and complete records of the cost of the ordered work until the method of compensation is determined and the approved change order is received, and shall permit the Engineer to have access to such records. An approved change order shall supersede any previously issued written order covering the same work.

E. Protest Procedure:

1. Should the Contractor disagree with any terms or conditions set forth in an approved change order which he has not executed, he shall submit a written protest to the Engineer within 3 days after the receipt of such approved contract change order. The protest shall state the points of disagreement, contract references, quantities, and costs involved. The Engineer shall consider and investigate such protest within a reasonable time and his decision thereon shall be conclusive and binding against both parties to the contract, except in the case of gross error. If a written protest is not submitted, adjustment of the contract time and payment will be made as set forth in the approved contract change order and shall constitute full compensation for all work included therein or required thereby. An unprotested approved change order will be considered as an executed contract change order.

2. When the protest concerning an approved contract change order relates to compensation, the Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto



as may be necessary to assist in the determination of the compensation payable for such work.

3. When the protest concerning an approved contract change order relates to the adjustment of contract time for the completion of the work, the time to be allowed therefor will be determined as provided in Section 3.03.

F. Extra Work:

1. Work not covered by any of the items of the bidding form for which there are bid prices or by any combination of such items, as determined by the Engineer, and work specifically designated as extra work in the drawings or specifications is extra work. The Contractor shall furnish the required labor, material, and equipment and shall perform such extra work upon receipt of a contract change order therefor. All labor, material, and equipment shall be subject to approval of the Engineer.

2. Extra work will be paid for by an adjustment of the contract price or on a force-account basis as provided in Section 7.06, or a combination of both, as determined by the Engineer. Extra work will not be paid for unless ordered in writing by the Engineer. The determination of the Engineer on all questions relating to extra work shall be conclusive and binding against both parties to the contract except in the case of gross error.



# **Article 7**

## **Contract Payments and Claims**

### **7.01 General**

- A. Payment will be made at the price for each item listed on the bidding form as extra work as provided in the General Conditions.
- B. Initial progress payment will not be made prior to approval by the Engineer of the Schedule of Costs, the Construction Progress Schedule, and the Schedule of Submittals.
- C. No subsequent progress payment will be made prior to receipt by the Engineer of the monthly revision of the Construction Progress Schedule.

### **7.02 Schedule of Costs for Payments**

- A. The Contractor shall submit to the Engineer, within ten (10) working days after Notice to Proceed, six (6) copies of a Schedule of Costs. The Schedule of Costs shall be a detailed breakdown of quantities and prices of work and materials required to perform and complete the contract.
- B. The total of the price breakdown shall agree with the lump-sum price bid. The price breakdown shall, as a minimum, show the cost of each item of the Construction Progress Schedule, Article 4. Any additional breakdown of the Schedule of Costs, by quantities and prices of work and materials, considered necessary by the Engineer will be as determined by the Engineer. The price breakdown shall not be unbalanced, shall be subject to adjustment between the Engineer and the Contractor, and will be used as a basis for progress payments.
- C. Acceptance of the Schedule of Costs by the Engineer shall not relieve the Contractor of the responsibility of performing all the work needed to complete the projects at the lump-sum price bid.

### **7.03 Progress Payments**

- A. Determination by Engineer: The Engineer will make an approximate measurement of all approved materials delivered to the job site and work performed by the Contractor through the last working day of each calendar month for the purpose of making a progress payment. No payment will be made for the fabrication or production of materials off the job site, or for materials stored off the job site. The Engineer will



classify the work according to items listed on the Bidding Form and will estimate the value thereof and the basis of prices shown, or as extra work. The classification of the work performed and the value thereof will be based on the Schedule of Costs submitted by the Contractor.

B. Five Percent Retention: From the amount thus determined, five percent thereof will be deducted as retention by the City for performance security. The amount of all payments previously made to the Contractor and any amounts due to the City from the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract will be deducted from the remainder. The remaining amount will be paid as a progress payment by the City to the Contractor thirty (30) days from the date that the undisputed invoice is received.

C. Additional Retention: In addition to the retention under Paragraph B above, the whole or part of any payment of the estimated amount due the Contractor may be withheld as an additional retention if such course be deemed necessary to protect the City from loss due to the Contractor's failure to protect any of the following: (1) meet his obligations; (2) expedite the work; (3) correct rejected work; (4) settle damages as provided; or (5) produce substantial evidence that no claims will or have been filed, and/or if it has been determined that unpaid balance may be insufficient to complete the work.

D. Effect of Progress Payment: All material and work covered by progress payments thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work as a waiver of the City's right to require fulfillment of all of the contract terms.

E. Contractor Retention Escrow Accounts: Contractor may, at it's own expense, elect to have the said five percent retention paid to a qualified escrow agent, pursuant to Public Contracts Code § 22300, and any escrow agreement shall conform to the requirements of that section and be approved by the City. City approval process includes approval by the City Attorney, the City Council and the City Financial Services Department. Said City approval could take up to 120 calendar days.

## **7.04 Final Payment and Release of Claims**

A. Notice of Acceptance and final payment: Upon completion of the work as determined by the Engineer, a Notice of Acceptance will be issued, and a Notice of Completion will be recorded with the County. The City will pay to the Contractor 35 days



after issuing the Notice of Acceptance, or as soon thereafter as practicable, the remaining amount due the Contractor, less all prior payments and advances whatsoever to or for the account of the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment, which throughout this contract is called "final payment." A copy of the Notice of Acceptance is included in these specifications.

B. Release of Claims: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall have delivered to the City a complete release of all claims against the City arising under and by virtue of this contract and related to undisputed amounts, including claims of subcontractors and suppliers of either materials or labor. If disputed contract claims in stated amounts are unresolved 35 days after issuing the Notice of Acceptance, a progress payment of undisputed amounts and retained funds will be made by the City upon receipt of a release specifically excluding the disputed contract claims. Upon resolution of disputed claims, the Contractor shall execute a supplemental release and, upon delivery, the City will make final payment. A copy of the release form is included in these specifications.

C. Acceptance of final payment constitutes release: The acceptance of the final payment by the Contractor shall be and shall operate as a release to the City of all claims and of all liability to the Contractor for all things done or furnished in connection with the work and for every act and neglect of the City and others relating to or arising out of this work. No payments, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this contract or the bonds for payment and for faithful performance.

## **7.05 Force-Account Payment**

A. Computation of Payment: When work is to be paid for on a force-account basis, the Contractor will be paid the costs of labor, materials, and equipment as provided in Paragraphs 7.05.B, 7.05.C and 7.05.D, except when agreement has been reached to pay in accordance with Paragraph 7.05.E. To the total of the costs computed as provided in Paragraphs 7.05.B, 7.05.C and 7.05.D, there will be added a markup of 20 percent to the cost of labor, 15 percent to the cost of materials, and 15 percent to the equipment rental. These markups shall constitute full compensation for profit and for all overhead costs which include superintendence, bond and insurance premiums, and all other items of expense not specifically designated as cost or equipment rental in



Paragraphs 7.05.B, 7.05.C and 7.05.D. The total payment made as provided above shall constitute full compensation for work performed on a force-account basis.

It is understood that labor, materials and equipment may be furnished by the Contractor or by a subcontractor or by others on behalf of the Contractor. When work paid for on a force-account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the City for such work and no additional payment therefor will be made by the City.

B. Labor: The cost of labor used in performing the work, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

1. Actual Wages. Actual wages paid to other workers, including foremen devoting their exclusive attention to the work in question. The actual wages shall include payments to, or on behalf of, workers for health and welfare, pension, vacation, and similar purposes.

2. Labor Surcharge. To the actual wages, as defined in Paragraph 7.05.B.1 above, will be added 27 percent which percentage shall constitute full compensation for all payments imposed by state and federal laws, and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Paragraph 7.05.B.1 above and the amount paid for travel and subsistence as specified in Paragraph 7.05.B.3 following.

3. Travel and Subsistence. The amount paid to the workers for travel and subsistence as defined in applicable collective bargaining agreements filed with the Department of Industrial Relations under the provisions of Section 1773.8 of the Labor Code.

C. Materials: Only materials incorporated in the work will be paid for, the cost of which will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

1. If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City notwithstanding the fact that such discount may not have been taken.

2. If materials are procured by the purchaser by any method which is not a direct purchase from a direct billing by the actual supplier to such



purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer. No markup except for costs incurred in the handling of such materials will be permitted.

3. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered on the job site, whichever price is lower.

4. If the cost of such materials is excessive, in the opinion of the Engineer, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Paragraph 7.05.C.1 above.

5. If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined as provided in Paragraph 7.05.C.4 above. The City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such materials.

D. Equipment: The Contractor will be paid for the use of equipment at the rental rates established as provided in Paragraph 7.05.D.1 and 7.05.D.2 below, which rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Operators of rented equipment will be paid for as provided in Paragraph 7.05.B above. All rented equipment shall, as determined by the Engineer, be in good working condition for the purpose for which it is to be used. Unless otherwise specified, manufacturers' ratings shall be used to classify equipment for the determination of applicable rental rates.

1. Equipment on the work: For the use of any equipment normally required for the contract regardless of whether the equipment is already on the work or is to be delivered to the work and regardless of ownership and any rental or other agreement entered into by the Contractor for the use of such equipment, the Contractor will be paid as provided herein at the current local rental rates used by the State of California. (Copies of the Equipment Rental Rates used by the State will be furnished on request.) Individual pieces of equipment not listed



and having a replacement value of Two Hundred Dollars (\$200) or less shall be considered to be tools or small equipment and no payment will be made for their use on the work. The hourly rates for equipment not listed under the schedules of rental rates set forth by the State of California shall be those agreed upon by the Contractor and the Engineer prior to the use of the equipment, except that in no case shall the rental rates exceed those of established distributors or equipment rental agencies. In computing the hourly rental of equipment, less than 30 minutes shall be considered 1/2 hour, except that the minimum rental time to be paid per day shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns or non-working days. The rental time of equipment to be paid for shall be the time the equipment is in operation on the force-account work being performed. Loading and transporting costs will be allowed when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the force-account work on other than the force-account work.

2. Equipment not on the work: For the use of equipment not required under the contract and moved in on the work and used exclusively for force-account work, the Contractor will be paid as provided herein and at the rates agreed upon by the Contractor and the Engineer, except that in no case shall the rental rates paid exceed those of established distributors or equipment rental agencies. The rental period shall begin at the time the equipment is unloaded at the site of the force-account work and shall terminate at the end of the day on which the order to discontinue the force-account work is given to the Contractor by the Engineer, except that the minimum total rental time to be paid for shall be not less than eight hours. Except as provided in the last sentence of this paragraph, the Contractor will be paid the cost of transporting the equipment to the work and its return to its original location, provided the original location of the equipment has been agreed to in advance by the Engineer, and provided further that such costs shall not exceed the applicable minimum Public Utility Commission's established rates for transporting the equipment. Should the equipment be transported by low bed trailers, hourly rates charged by established haulers will be paid. Also, the City will pay for loading and unloading costs. Should the Contractor desire the return of the equipment to a location other than its original location, the City will pay the cost of transportation in



accordance with the above provisions, provided such costs does not exceed the cost of moving the equipment to the work. Payment for transporting and loading and unloading the equipment as provided herein will not be made if the equipment is used on the work in any other way than upon the force-account work.

E. Work Performed by Special Forces or Other Special Services: When the Engineer and the Contractor, by agreement, determine that a special service or an item of force-account work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such service or force-account work item may be performed by a specialist. Invoices of such services or item or force-account work on the basis of the current market prices thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization. In those instances wherein the Contractor is required to perform force-account work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of force-account work performed in such facility may, by agreement, be accepted as a specialist billing. To the specialist invoice price, less credit to the City for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Paragraph 7.05.A above.

F. Reporting and Invoicing: All force-account work shall be reported daily upon Daily Cost of Extra Work Sheets furnished by the Engineer to the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of force-account work done. Complete detailed invoices covering the force-account work shall be submitted for payment no later than 15 days after the completion of the work. Those not so detailed will not be processed for payment until details are furnished. The charges for work performed by the Contractor, by a subcontractor, and by an employee of a subcontractor shall be reported separately. Substantiating invoices from suppliers, vendors, and subcontractors shall be included with the Contractor's invoices. The Contractor shall permit examination of accounts, bills, and vouchers relating to the force-account work, when requested by the Engineer.



## 7.06 Claims and Protests-Contract Requirements

A. Written Protest: If work demanded of the Contractor is considered by him to be outside the requirements of the contract, or if he considers any decision of the Engineer to be unfair, he shall, upon such work being demanded or such decision being made, proceed without delay to perform the work or conform to the decision, and shall give written notice of protest to the Engineer within 48 hours. The written notice shall include the date and circumstances of the order or decision and his objections thereto. The Engineer will consider and investigate the protest and his/her decision thereon shall be final and conclusive, except in the case of gross error. In the event of a gross error, the Engineer may reconsider his/her findings and thereafter his/her findings shall be final and conclusive. Except for such protests as are made of record in the manner specified, the Contractor waives all grounds for protest to such orders or decisions of the Engineer.

B. Written Claim: No more than 30 days after submitting a protest in accordance with 7.07.A. above or 30 days after completing the protested work, if that is later, the Contractor shall submit to the Engineer his/her claim concerning the matter so noticed. The claim shall set forth clearly concerning the matter so noticed. The claim shall set forth clearly and in detail, for each item of additional compensation or time adjustment claimed, the reasons for the claim, the references to applicable provisions of the specifications, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish such clarification and further available information and data may be requested in writing by the Engineer within the time specified in such request. In addition, he/she shall maintain complete and accurate daily records of the costs of any portion of the work for which additional compensation is claimed, and shall give the Engineer access thereto or certified copies thereof as requested. Any order or decisions of the Engineer as to which the Contractor has submitted a protest shall be final and conclusive on the Contractor if he fails to submit or document a claim with respect thereto in the manner and within the times above stated, and such failure shall constitute a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

C. Written Decision: After reviewing the written claim submitted by the Contractor and any additional information furnished by the Contractor and after



considering the facts of the matter, the Engineer will give the Contractor written notice of the Engineer's final determination regarding the claim.



# **Article 8**

## **Materials**

### **8.01 General**

A. The Contractor shall furnish all materials needed to complete the work and installations required under the terms of this contract, except those materials specified to be furnished by the City.

B. The Contractor shall submit satisfactory evidence of compliance with the specifications of such materials to be furnished and used in the work as the Engineer may require. Materials incorporated in the work and not specifically covered in the specifications shall be the best of their kind. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new.

### **8.02 Quality and Workmanship**

All materials must be of the specified quality and equal to approved samples, if samples have been required. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original specifications or drawings. All work performed under this Specification will be inspected by the Engineer as provided in Paragraph 8.04. All work performed within City or County street or State of California freeway rights of way shall meet the requirements of the agency having jurisdiction. All materials furnished and all work done must be satisfactory to the Engineer. Work, material, or equipment not in accordance with this Specification, in the opinion of the Engineer shall be made to conform thereto. Unsatisfactory material and equipment will be rejected, and if so ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

### **8.03 Trade Names and "Or Approved Equal" Provision**

Whenever in the specifications or in the drawings the name or brand of a manufactured article is used it is intended to indicate a measure of quality and utility or a standard. Except in those instances where the product is designated to match others in



use on a particular improvement either completed or in the course of completion, the Contractor may substitute any other brand or manufacture of equal quality and utility on approval of the Engineer, provided the use of such brand or manufacture involves no additional cost to the City.

#### **8.04 Approval of Materials**

A. The Contractor shall furnish without additional cost to the City such quantities of construction materials as may be required by the Engineer for test purposes. He shall place at the Engineer's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. The Contractor shall prepay all shipping charges on samples. No samples are to be submitted with the bids unless otherwise specified.

B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Engineer by the Contractor. Both the labels on the sample and the letter of transmittal shall indicate the material represented, its place of origin, the names of the producer and the Contractor, the Specification number and title, and a reference to the applicable drawings and specification paragraphs.

C. Materials or equipment of which samples are required shall not be used on the work until approval has been given by the Engineer in writing. Approval of any sample shall be only for the characteristics of for the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement.

D. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further sample of the same brand or make of that material.

#### **8.05 Ordering Materials**

One copy of each of the Contractor's purchase orders for materials forming a portion of the work must be furnished to the Engineer, if requested. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the City. Materials purchased locally will be inspected at the point of manufacture or supply, and materials supplied from points outside the Los Angeles area



will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of this Specification.

## **8.06 Authority of the Engineer**

On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, and conflicting interests of contractors performing related work, the decision of the Engineer shall be final and binding on both parties, except in the case of gross error. The Engineer will make periodic observations of materials and completed work to observe their compliance with plans, specifications, and design and planning concepts, but he is not responsible for the superintendence of construction processes, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

## **8.07 Inspection**

A. All materials furnished and work done under this contract will be subject to rigid inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Engineer. The Engineer, or his authorized agent or agents, at all times shall have access to all parts of the shop and the works where such material under his inspection is being manufactured or the work performed. Work or material that does not conform to the specifications, although accepted through oversight, may be rejected at any stage of the work. Whenever the Contractor of installation or construction is permitted or directed to do night work or to vary the period during which work is carried on each day, he shall give the Engineer due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Engineer.

B. No improvement shall be accepted by the City unless and until it is free of all liens and encumbrances, and free of all material defects and conditions which may create a hazard to the public health, safety, or welfare. In addition, all properties, rights-of-way, easements, and other interests to be dedicated to the City shall be, before acceptance thereof by the City, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.



## **8.08 Infringement of Patents**

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the material or supplies agreed to be furnished under the contract, and should the Contractor, his agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, material, supplies or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. Or in the event that the Engineer elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, material, supplies, or appliances, as may by this contract be required to be supplied and used, in that event the Contractor shall at his expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such invention, process, equipment, article, material, supplies, or appliances without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution herein before required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from him and his surety, notwithstanding final payment under this contract may have been made.



# **Article 9**

## **Submittals**

### **9.01 General**

A. The Contractor shall submit samples, drawings, and data for the Engineer's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of these plans and specifications.

B. Specific items to be covered by the submittals shall include, as a minimum, the following:

1. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary.

2. For conduits, submit a detailed layout of the conduit with details of bends and fabricated specials and furnish any other details necessary. Show location of shop and field welds.

3. For equipment which requires electrical service, submit detailed information to show power supply requirements, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.

4. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.

5. Samples.

6. Colors.

7. Substitutions.

8. Manuals.

9. As-built drawings.

C. Submit a schedule of submittals.

### **9.02 Product Handling**



A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this section.

B. Submit priority of processing when appropriate.

### 9.03 Schedule of Submittals

Contractor shall provide the City with a schedule of submittals within ten (10) working days from the date of Notice of Award.

### 9.04 Shop Drawings

A. Scale required: Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.

B. Type of prints required: Make all shop drawings prints in blue or black line on white background. Reproductions of City drawings are not acceptable.

C. Size of drawings required: The overall dimensions of each drawing submitted to the Engineer shall be equal to one of the City's standard sheet sizes as listed below:

#### Sheet Sizes

#### Height X Width

11" X 8 1/2"

11" X 17"

24" X 36"

The title block shall be located in the lower right hand corner of each drawing and shall be clear of all lifework, dimensions, details, and notes.

### 9.05 Colors

Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Engineer for his review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project.

### 9.06 Manufacturers' Literature



Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

## **9.07 Substitutions**

A. Engineer's approval required:

1. The contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor-proposed substitutions are subject to the Engineer's approval.

2. The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information required by the Engineer to evaluate the proposed substitution.

B. Trade names and "or approved equal" provision: See Article 8.03.

## **9.08 Manuals**

A. Format: When manuals are required to be submitted covering items included in this work, prepare such manuals in approximately 8-1/2" X 11" format in durable plastic binders and with at least the following:

1. Identification on, or readable through, the front cover stating general nature of the manual.

2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all emergency data regarding the installation.

3. Complete instructions regarding operation and maintenance of all equipment involved.

4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.

5. Copy of all guarantees and warranties issued.

6. Copy of drawings with all data concerning changes made during construction.

B. Extraneous data: Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete,



or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

## **9.09 As-Built Drawings**

A. When required to be submitted covering items included in this work, the Contractor shall deliver to the City one complete set of final As-Built reproducible drawings for City records before the contract will be accepted by the City.

B. The drawings shall be duplicates and at the same size and dimensional scale as the originals. They shall be on a polyester translucent base material with a minimum sheet thickness of .003 inch (.08mm).

C. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable in a full size blow back from a 35 mm microfilm negative of the drawing.

## **9.10 Submittals Quantities**

A. Submit six (6) copies of all data and drawings unless specified otherwise.

B. Submit all samples, unless specified otherwise, in the quantity to be returned, plus two, which will be retained by the Engineer.

## **9.11 Identification of Submittals**

Completely identify each submittal and resubmittal by showing at least the following information:

1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.

2. Name of project as it appears in this specification and specification number.

3. Drawing number and specification section number other than this section to which the submittal applies.

4. Whether this is an original submittal or resubmittal.

5. For samples, indicate the source of the sample.

## **9.12 Schedule of Submittals**

A. Submit initial schedule of submittals within ten (10) days after Notice of Award.



B. Submit revised schedule of submittals within five (5) days after date of request from the Engineer.

C. Engineer will review schedule of submittals and will notify Contractor that schedule is acceptable or not acceptable within 5 days after receipt.

### **9.13 Coordination of Submittals**

A. Prior to submittal for Engineer's review, use all means necessary to fully coordinate all material, including the following procedures:

1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
2. Coordinate as required with all trades and with all public agencies involved.
3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
4. Clearly indicate all deviations from the contract documents.

B. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items; the Engineer may reject partial submittals as not complying with the provisions of the contract documents.

### **9.14 Timing of Submittals**

A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.

B. In scheduling, allow at least ten (10) working days for the Engineer's review, plus the transit time to and from the City office.

C. Manuals shall be submitted prior to performing functional tests.

### **9.15 Approval by City**

A. One copy of each submittal, except manuals, schedule of costs for progress payments, and as-built drawings will be returned to the Contractor marked "Approved," "Approved as Noted," or "Returned for Correction," Manuals, schedule of costs and as-built drawings will be returned for resubmittal if incomplete or unacceptable.



B. Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed.

C. If submittal is returned for correction, it will be marked to indicate what is unsatisfactory.

D. Resubmit revised drawings or data as indicated, in seven (7) copies.

E. Approval of each submittal by the Engineer will be general only and shall not be construed as:

1. Permitting any departures from the contract requirements.
2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
3. Approving departures from additional details or instructions previously furnished by the Engineer.

#### **9.16 Changes to Approved Submittals**

A. Resubmittal is required for any proposed change to an approved submittal. Changes which require resubmittal include, but are not necessarily limited to, drawing revisions, changes in materials and equipment, installation procedures and test data. All resubmittals shall include an explanation of the necessity for the change.

B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy."



# **Article 10**

## **Safety**

### **10.01 Protection of Persons and Property**

Notwithstanding any other provision of these specifications, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

### **10.02 Protection from Hazards**

A. Trench Excavation Safety Plans: Attention is directed to the provisions of Section 6705 of the Labor Code. Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

B. Confined Spaces:

1. Tests for the presence of combustible or dangerous gases shall be made with an approved device immediately prior to a worker entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the job site. Sources of ignition, including smoking, shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe. Note: Confined spaces for the purpose of this Article shall mean the interior of storm drains, sewers, vaults, utility pipelines,



manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit the accumulation of dangerous gases or vapors.

2. No employees shall be permitted to enter or remain within a confined space until such confined space is free of concentrations of harmful gases, and lack of oxygen, unless the employee is wearing suitable and approved respiratory equipment. Confined spaces that contain or that have last been used as container of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side opening or manholes when practicable.

C. Material Safety Data Sheet: Attention is directed to the provisions of General Industry Safety Orders, Section 5194, Title 8, California Administrative Code. The Contractor shall submit to the Engineer a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten days prior to the delivery of such material to the job site or use of such material at a manufacturing plant where the Engineer is to perform an inspection. For materials which are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "SUSPENSION OR TERMINATION OF CONTRACT", of these General Conditions.

### **10.03 Differing Site Conditions**

A. Attention is directed to Section 7104 of the Public Contract Code.

B. The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required by law to be removed to a Class I, Class II, or Class III disposal site.



2. Subsurface or latent physical conditions at the site differing materially from those indicated in its contract.

3. Unknown physical conditions at their site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

C. The Engineer will promptly investigate the conditions. If he finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work under this contract, an equitable adjustment will be made, as determined by the Engineer.

D. In the event of disagreement between the Contractor and the Engineer whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease 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 completion date required by the contract, but shall proceed with all work to be performed under the contract.

E. The Contractor shall retain all rights provided by, and shall be subject to all requirements of, this contract which pertain to the resolution of disputes and protests.

#### **10.04 Traffic Regulation**

A. Temporary Safeguards: During the performance of the work the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstance in his judgment for the prevention of accidents; and he shall take other precautions as necessary for public safety including, but not limited to, traffic control. Traffic control shall be conducted in accordance with the latest edition of the California Manual on Traffic Control Devices (CAMUTCD).

B. Submittals: Contractor shall submit at least 15 days prior to work a detailed traffic control plan, that is approved by all agencies having jurisdiction and that conforms to all requirements of these specifications.



C. Quality Assurance:

1. No changes or deviations from the approved detailed traffic control plan shall be made, except temporary changes in emergency situations, without prior approval of the Engineer and all agencies having jurisdiction.

2. Contractor shall immediately notify the Engineer and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.

## **10.05 Traffic Control Devices**

Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall conform to the requirements of the California Manual on Traffic Control Devices (CAMUTCD).

A. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.

B. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California Department of Transportation specification for reflective sheeting on highway signs.

## **10.06 Execution**

A. Roads subject to interference from the work covered by this contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the work is finished. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.

B. Where alternating one-way traffic has been authorized, the maximum time that traffic will be delayed shall be posted at each end of the one-way traffic section. The maximum delay time shall be approved by the agency having jurisdiction.

C. Contractor shall install temporary traffic markings where required to direct the flow of traffic and shall maintain the traffic markings for the duration of need. Contractor shall remove the markings by abrasive blasting when no longer required.

D. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.



E. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

## **10.07 Flagging**

Contractor shall provide flaggers to control traffic where required by the approved traffic control plan.

A. Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.

B. Flaggers shall be employed full time on traffic control and shall have no other duties.



# **Article 11**

## **Indemnity, Insurance and Bonds**

### **11.01 Indemnity Standard Specifications**

The indemnity provisions shall be as follows.

#### **11.01-1 Contractor's Duty**

To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representative), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

#### **11.01-2 Civil Code Exception**

Nothing in this Section 11.01 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole



negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

#### **11.01-3 Nonwaiver of Rights**

Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

#### **11.01-4 Waiver of Right of Subrogation**

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

#### **11.01-5 Survival**

The provisions of this Section 11.01 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

### **11.02 Minimum Scope of Insurance**

Contractor shall maintain minimum insurance coverage, at least as broad as following:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to



its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

### **11.03 Minimum Limits of Insurance**

Contractor shall maintain minimum insurance limits no less than the following:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.

### **11.04 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **11.05 Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Endorsement:
  - 1. General Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractor’s insurance, or as a separate owner’s policy.



2. Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

B. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

E. Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

## **11.06 Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

## **11.07 Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required



insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### **11.08 Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### **11.09 Risk Management**

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

#### **11.10 Endorsements and Certificate**

A. Contractor shall have its insurance carrier(s) complete and execute the following documents, together with a copy of each insurance policy required under the contract, including all endorsements thereto, which shall be delivered to the City Engineer within ten (10) working days following issuance of the Resolution of Award of Public Works Project:

1. Form entitled: General Liability Endorsement, attached hereto as Exhibit A.
2. Form entitled: Automotive Liability Endorsement, attached hereto as Exhibit B.
3. Proof of Worker's Compensation Insurance (Employer's Liability), or if Contractor is self-insured for worker's compensation, a self-insuring certificate therefor from the State of California.
4. Form entitled: Waiver of Subrogation Clause and Contribution, attached hereto as Exhibit C, for all coverage and policies.
5. Form entitled: Certificate of Insurance, with 30 days' prior notice of cancellation required as to all coverage and policies.

B. The contract will not be executed by the City and the Notice to Proceed issued until the aforesaid insurance documents have been received and approved by the City. City's decision as to the acceptability of all insurance documents is final. No



substitution of the form of the documents or the endorsements or amendments thereto will be permitted without the prior written consent of City.

## **11.11 Bonds**

A. Contractor shall furnish the following bonds:

1. A Faithful Performance Bond in an amount equal to One Hundred percent (100%) of the contract price on City form, attached hereto as Exhibit E.

2. A Payment Bond (Labor and Material) in an amount equal to One Hundred percent (100%) of the total contract price on City form, attached hereto as Exhibit F.

3. A Maintenance Bond in an amount equal to Ten percent (10%) of the total contract price on City form, attached hereto as Exhibit G.

B. All such bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney.

C. The surety or sureties on all bonds furnished must be satisfactory to the City. City will reject surety bonds obtained from any company which is not an admitted surety insurer under the laws of the State of California and which does not hold a Certificate of Authority from the U.S. Secretary of the Treasury under 31 U.S.C. §§ 9304-9306 as an acceptable surety on federal bonds. The surety must also be listed in the latest edition of U.S. Department of Treasury Circular 570, and the bonds provided must not exceed the surety's bonding limitations as set forth in Circular 570. Bonds shall be in multiples of \$1,000 only; provided, however, that the amount of the bond shall otherwise be fixed at the lowest sum that will fulfill all conditions herein set forth.

D. If during the continuance of the Contract any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten days after notice, and in default thereof the contract may be suspended and the materials may be purchased or the work completed as provided in Article 5 herein.



E. No modifications or alterations made in the work to be performed under the contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events be waived by the surety.

F. The contract will not be executed by City nor the Notice to Proceed issued until the aforesaid bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.



# **Article 12**

## **Labor Provisions**

### **12.01 Working Hours**

A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday. City Hall is closed every other Friday.

B. Work on Saturdays, Sundays, or City holidays requires prior consent of the City Engineer and is subject to Cost of Overtime Construction Inspection.

C. City holidays are:

New Year's Eve  
New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day (last Monday in May)  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve  
Christmas Day

### **12.02 Cost of Overtime Construction Inspection**

A. Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, alternating City Hall closed Fridays, or holidays the charges will be as shown in the following schedule:

<u>Class</u>	<u>Charge per Hour</u>
Civil Engineer	\$75.00
Associate Engineer	\$70.00
Assistant Engineer	\$60.00
Construction Inspector	\$50.00



Other equipment as identified in City Council Resolution, Fees for Public Works permits, inspections, reviews and services for sewer connection fees.

B. There will be no charges for the inspection of overtime work ordered by the City Engineer or required by the specifications.

### **12.03 Compliance with State Labor Code**

A. Contractor acknowledges that this project is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (1) Chapter 1, including without limitation Labor Code Section 1771 and (2) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in (1) and (2) as though set forth in full herein.

B. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 12.03 A above.

C. Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

D. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor’s compliance with Chapter 1 and Labor Code



Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages (described in Section 12.04 below). Contractor shall diligently take corrective action to halt or rectify any failure.

E. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

F. Pursuant to Labor Code Section 1771.4(a)(1), project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **12.04 Wage Rates**

A. State Prevailing Wages: The Contractor shall pay its workers on this City project, in accordance with the prevailing wage rate.

1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.



3. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

5. Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of Industrial Relations, State of California.

B. Federal Prevailing Wages: In the event this is a federally assisted construction contract, Contractor acknowledges that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Contractor understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at [www.access.gpo.gov/davisbacon/ca.html](http://www.access.gpo.gov/davisbacon/ca.html)) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail. The City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the federal wage rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.

C. Payroll Records: Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records, including the street address, city and county, and shall, within five working days, provide a notice of a change in location and address. The Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work. Upon request by the City Engineer, the



Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

## **12.05 Employment of Apprentices**

A. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

B. In the event the Contractor or any subcontractor willfully fails to comply with the aforesaid sections, such Contractor or subcontractor shall be subject to the penalties for noncompliance in Labor Code Section 1777.7.

## **12.06 Character of Workmen**

The Contractor shall not allow its agents or employees, its subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the work. Only skilled foremen and workmen shall be employed on work requiring special qualifications, and when required by the City Engineer, the Contractor shall discharge any person who commits trespass or in the opinion of the City Engineer disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Any employee being intoxicated or bringing or having intoxicating liquors on the work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers.



# Exhibits





**GENERAL LIABILITY ENDORSEMENT**  
**CITY OF REDONDO BEACH**  
415 DIAMOND STREET  
REDONDO BEACH, CA 90277

---

**POLICY INFORMATION**

Insurance Company \_\_\_\_\_ Policy Number \_\_\_\_\_

Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_ Endorsement Effective Date \_\_\_\_\_

Named Insured \_\_\_\_\_

Address of Named Insured \_\_\_\_\_

Limit of Liability any One Occurrence/Aggregate \$ \_\_\_\_\_ / \_\_\_\_\_

General Liability Aggregate Applies Separately to This Project/Location:

Yes \_\_\_\_\_ No \_\_\_\_\_

Deductible or Self-Insured Retention (None unless otherwise specified): \_\_\_\_\_

Coverage is equivalent to Commercial General Liability occurrence form CG 0001:

Yes \_\_\_\_\_ No \_\_\_\_\_

---

**POLICY AMENDMENTS**

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.



---

## INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

\_\_\_\_\_  
(Name/Department)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

---

## SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
Signature - Authorized Representative / Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address/Telephone

\_\_\_\_\_  
Date





# AUTOMOBILE LIABILITY ENDORSEMENT

## CITY OF REDONDO BEACH

415 DIAMOND STREET  
REDONDO BEACH, CA 90277

---

### POLICY INFORMATION

Insurance Company \_\_\_\_\_ Policy Number \_\_\_\_\_

Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_ Endorsement Effective Date \_\_\_\_\_

Named Insured \_\_\_\_\_

Address of Named Insured \_\_\_\_\_

Limit of Liability any One Occurrence/Aggregate \$ \_\_\_\_\_ / \_\_\_\_\_

Deductible or Self-Insured Retention (None unless otherwise specified): \_\_\_\_\_

Coverage is equivalent to Commercial Auto form CA 0001, Code 1 ("any auto") on endorsement CA 0025: Yes \_\_\_\_\_ No \_\_\_\_\_

---

### POLICY AMENDMENTS

1. **WHO IS AN INSURED** (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.



---

## INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

\_\_\_\_\_  
(Name/Department)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Phone)

---

## INCIDENT AND CLAIM REPORTING PROCEDURE

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
Signature - Authorized Representative / Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address/Telephone

\_\_\_\_\_  
Date





**WAIVER OF SUBROGATION AND CONTRIBUTION**  
**CITY OF REDONDO BEACH**  
415 DIAMOND STREET  
REDONDO BEACH, CA 90277

The contractor and the insurer, jointly and severally, on behalf of themselves, and all parties claiming under or through them, hereby waive all rights of subrogation and contribution against the City of Redondo Beach and its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "City"), while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in connection with the performance of the work under the designated contract by the contractor, its subcontractors, and the respective officers, agents and employees thereof, regardless of any prior, concurrent, or subsequent active or passive negligence by city.

Designated Contract: **Residential Street Rehabilitation Project, Job No. 40190**

Name of Contractor: \_\_\_\_\_

Name of Insurer: \_\_\_\_\_

Policy No(s): \_\_\_\_\_

**CONTRACTOR**

**INSURER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name, Address and Phone No. of Contractor)

Date: \_\_\_\_\_

City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA. 90277

**Subject: Residential Street Rehabilitation Project, Job No. 40190**

Dear Sir/Madam:

(Contractor's Name) hereby assumes sole responsibility for any and all deductibles on all its Policies, and shall cover any and all claims that might arise out of working by/for (Contractor's Name) on the above subject project, that said deductibles might not cover.

\_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Performance Bond

Bond No.: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Redondo Beach, California ("City"), has awarded to

\_\_\_\_\_  
(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

### **Residential Street Rehabilitation Project, Job No. 40190**

**WHEREAS**, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

**NOW, THEREFORE**, we, the undersigned Principal, and

\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.



**FURTHER**, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: \_\_\_\_\_

**"Principal"**

**"Surety"**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

**CITY OF REDONDO BEACH**

**APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Risk Manager

City Attorney

**Note:** This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.



## Payment Bond

(Labor and Material)

Bond No.: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Redondo Beach, California ("City"), has awarded to

\_\_\_\_\_  
(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

### **Residential Street Rehabilitation Project, Job No. 40190**

**WHEREAS**, Principal is required under the terms of the Contract and the California Civil Code secure the payment of claims of laborer, mechanics, materialmen, and other persons as provided by law

**NOW, THEREFORE**, we, the undersigned Principal, and

\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all



court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

**FURTHER**, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: \_\_\_\_\_

**"Principal"**

**"Surety"**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

**CITY OF REDONDO BEACH**

**APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Risk Manager

City Attorney

**Note:** This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached



## Maintenance Bond

---

Bond No.: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS** that:

**WHEREAS**, the City of Redondo Beach, California ("City"), has awarded to

---

\_\_\_\_\_  
(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

### **Residential Street Rehabilitation Project, Job No. 40190**

**WHEREAS**, the Principal is required to furnish a bond in connection with said contract guaranteeing the maintenance thereof.

**NOW, THEREFORE**, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than ten percent (10%) of the total contract price, be paid to the City, its successors and assigns, for which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if bound Principal fails to make at its expense, in order to restore the work to full compliance with the requirements of the above-mentioned contract or any modifications or amendments thereto, any and all repairs and replacements made necessary by defects in materials or poor workmanship that become evident within one (1) year after the date of final payment to the Contractor, or if the Contractor fails to hold the City harmless from claims of any kind arising from damage due to said defects in materials or poor workmanship, then the Surety or sureties shall pay to the City and the City shall be entitled to retain and use the full amount of the Maintenance Bond set forth above, or any portion thereof sufficient to permit City or any contractors or subcontractors selected by the City to do the work in order to restore it to full compliance with the requirements of the contract or any modifications or amendments thereto, and sufficient to hold the City harmless from claims arising from defects in materials or poor workmanship; otherwise, the above obligations shall be void. If suit is brought to enforce the terms of this Maintenance Bond, the prevailing party shall be entitled to receive from the other party costs of suit, including reasonable attorneys' fees.



**IN WITNESS WHEREOF**, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: \_\_\_\_\_

**"Principal"**

**"Surety"**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

**CITY OF REDONDO BEACH**

**APPROVED AS TO SURETY  
AND PRINCIPAL AMOUNT**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Risk Manager

City Attorney

**Note:** This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.





**CITY OF REDONDO BEACH  
PUBLIC WORKS DEPARTMENT  
ENGINEERING SERVICES DIVISION**

**NOTICE OF AWARD OF PUBLIC WORKS CONTRACT**

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name, Address and Phone No. of Contractor)

**NOTICE IS HEREBY GIVEN** that the aforesaid contractor is the successful bidder for the **Residential Street Rehabilitation Project, Job No. 40190**, as more particularly described in the plans and specifications therefore, and incorporated herein by reference, and is awarded the contract for the projects. Prior to signature of the Mayor to the contract, all applicable insurance certificates and bonds shall be provided to the City. **The aforesaid contractor acknowledges that the Contract shall be terminated and the bid bond forfeited if the contractor fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.**

**CITY OF REDONDO BEACH**

By: \_\_\_\_\_  
Lauren Sablan, City Engineer



## **AGREEMENT**

### **Residential Street Rehabilitation Project, Job No. 40190**

**THIS AGREEMENT** is made and entered into at Redondo Beach, California, this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between the CITY OF REDONDO BEACH, a chartered municipal corporation ("City") and \_\_\_\_\_, a California Corporation ("Contractor").

#### THE PARTIES HERETO AGREE AS FOLLOWS:

1. **CONTRACT DOCUMENTS**

Contractor agrees to construct the **Residential Street Rehabilitation Project, Job No. 40190**, in accordance with the documents hereinafter described, which are by reference incorporated herein and made a part hereof, and are in the Office of the City Engineer:

- A. Plans for the Residential Street Rehabilitation Project, Job No. 40190.
- B. Specifications for the Residential Street Rehabilitation Project, Job No. 40190.
- C. Notice to Contractors, including ascertaining of prevailing wage scale established by Resolution of the City Council of the City of Redondo Beach, which wage scale is on file and available for inspection by any party at the City Clerk's Office.
- D. Instruction to Bidders.
- E. Proposal for the construction of the Residential Street Rehabilitation Project, Job No. 40190, executed by the Contractor, dated \_\_\_\_\_.
- F. Addenda.



2. PAYMENT

In consideration thereof the City agrees to pay to the Contractor the sum of \_\_\_\_\_,  
payable as set forth in Article 7 of the General Conditions.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the date and year first above written.

\_\_\_\_\_  
By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**CITY OF REDONDO BEACH**

By: \_\_\_\_\_  
William C. Brand, Mayor

**ATTEST:**

\_\_\_\_\_  
Eleanor Manzano, City Clerk

**Seal**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael W. Webb, City Attorney





**CITY OF REDONDO BEACH  
PUBLIC WORKS DEPARTMENT  
ENGINEERING SERVICES DIVISION**

**NOTICE TO PROCEED**

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name, Address and Phone No. of Contractor)

**NOTICE IS HEREBY GIVEN** that the aforesaid contractor is hereby authorized to proceed with the **Residential Street Rehabilitation Project, Job No. 40190**, as more particularly described in the plans and specifications therefore, and incorporated herein by reference, starting \_\_\_\_\_.

Unless otherwise provided, the contract time shall commence on said \_\_\_\_\_, and work shall be diligently prosecuted to completion within the time provided in Article 3.

**CITY OF REDONDO BEACH**

By: \_\_\_\_\_  
Lauren Sablan, City Engineer



# Contractor's Waiver and Affidavit

(Individual)

STATE OF CALIFORNIA     )  
  ) SS  
COUNTY OF LOS ANGELES)

\_\_\_\_\_  
First being duly sworn, deposes and says:

That he/she, as general contractor on \_\_\_\_\_, entered into a written contract with the City of Redondo Beach, as owner, for the construction of the **Residential Street Rehabilitation Project, Job No. 40190**, in the City of Redondo Beach, County of Los Angeles, State of California.

That said improvement was fully completed on \_\_\_\_\_.

That all bills for labor and/or material furnished in connection with the construction of said buildings and work of improvements have been fully paid;

That said affiant further certifies and declares that he/she will testify or depose before any competent tribunal, officer, or person, in any case now pending or hereafter instituted, to the truth of the foregoing statements and each of them.

\_\_\_\_\_  
Contractor or Contractor's Authorized Agent

## SUBSCRIBED AND SWORN TO BEFORE ME

ON \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the County of  
Los Angeles, State of California

Place Notary Seal Above





**CITY OF REDONDO BEACH  
PUBLIC WORKS DEPARTMENT  
ENGINEERING SERVICES DIVISION**

**NOTICE OF ACCEPTANCE**

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name, Address and Phone No. of Contractor)

**NOTICE IS HEREBY GIVEN** that the aforesaid contractor has satisfactorily completed the **Residential Street Rehabilitation Project, Job No. 40190**, in accordance with the project plans, specifications, and authorized changes, and that at its regular meeting held on \_\_\_\_\_, 20\_\_\_\_, Redondo Beach City Council formally accepted said project as satisfactorily completed.

The release of retention will be 35 days from the date of the Notice of Acceptance.

**CITY OF REDONDO BEACH**

By: \_\_\_\_\_

Lauren Sablan, City Engineer



**RECORDING REQUESTED BY:**

CITY OF REDONDO BEACH

**WHEN RECORDED MAIL TO:**

CITY OF REDONDO BEACH  
PUBLIC WORKS DEPARTMENT -  
ENGINEERING SERVICES DIVISION  
415 DIAMOND STREET  
REDONDO BEACH, CA 90277

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**NOTICE OF COMPLETION**



**CITY OF REDONDO BEACH  
PUBLIC WORKS DEPARTMENT  
ENGINEERING SERVICES DIVISION**

**NOTICE IS HEREBY GIVEN:**

1. The City of Redondo Beach is the Owner of that certain public improvement known as the Residential Street Rehabilitation Project, Job No. 40190.
2. Owner's address is: 415 Diamond Street, Redondo Beach, California 90277.
3. Work was completed on the said public improvement and was accepted by the City on \_\_\_\_\_.
4. The Contractor on said job was \_\_\_\_\_ of \_\_\_\_\_, California per contract dated \_\_\_\_\_. Kindly refer to \_\_\_\_\_ on all matters relating to said contract.
5. The property on which said work of improvement was completed is in the City of Redondo Beach, County of Los Angeles, State of California and is described as the Residential Street Rehabilitation Project, Job No. 40190 located on various streets in the City of Redondo Beach.

CITY OF REDONDO BEACH, CALIFORNIA

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Lauren Sablan, City Engineer

**VERIFICATION**

The undersigned says: I am the City Engineer of the City of Redondo Beach, California, the Declarant of the foregoing Notice of Completion, that said City being the owner of the aforesaid interest or estate in the property described in the foregoing notice; that I have read the same and know the contents thereof, and the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

CITY OF REDONDO BEACH, CALIFORNIA

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Lauren Sablan, City Engineer





# Technical Specifications



## **SPECIAL PROVISIONS**

**The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (Greenbook), 2021 Edition, the Standard Specifications of the State of California Department of Transportation (Caltrans), 2023 Edition, and any other publication as specified or listed in the General Conditions or in the following Specifications as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.**

## SPECIAL PROVISIONS

### TABLE OF CONTENTS

<b>PART 1 - GENERAL PROVISIONS</b>	<b>4</b>
SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS	4
SECTION 2 – SCOPE OF THE WORK	4
SECTION 3 – CONTROL OF THE WORK	5
SECTION 4 – CONTROL OF MATERIALS	9
SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK	11
SECTION 7 – MEASUREMENT AND PAYMENT	16
<b>PART 2 - CONSTRUCTION MATERIALS</b>	<b>19</b>
SECTION 200 – ROCK MATERIALS	19
SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS	19
SECTION 203 – BITUMINOUS MATERIALS	19
SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS	20
SECTION 81 – MISCELLANEOUS TRAFFIC CONTROL DEVICES	20
SECTION 84 – MARKINGS	20
SECTION 215 – SIGNS AND MARKERS	24
SECTION 82 – SIGNS AND MARKERS	24
<b>PART 3 - CONSTRUCTION METHODS</b>	<b>26</b>
SECTION 300 – EARTHWORK	26
SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS	29
SECTION 302 – ROADWAY SURFACING	31
SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION	33
SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS	40
<b>PART 4 – EXISTING IMPROVEMENTS</b>	<b>40</b>
SECTION 400 – PROTECTION AND RESTORATION	40
SECTION 401 – REMOVAL	43
SECTION 402 – UTILITIES	44
SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION	45
SECTION 404 – COLD MILLING	47

**PART 6 – TEMPORARY TRAFFIC CONTROL** \_\_\_\_\_ **49**

SECTION 600 – ACCESS \_\_\_\_\_ 49

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES \_\_\_\_\_ 51

**PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS** \_\_\_\_\_ **59**

700-1 Traffic Signal Loop Detectors. \_\_\_\_\_ 59

**PART 8 – LANDSCAPING AND IRRIGATION** \_\_\_\_\_ **60**

**APPENDICES**

- Appendix I - TEMPORARY NO PARKING SIGN GUIDELINES
- Appendix II - CENTERLINE TIES AND BENCHMARK INFORMATION
- Appendix III - POST MOUNTED STREET NAME SIGN STANDARD

## **PART 1 - GENERAL PROVISIONS**

### **SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

#### **1-2 TERMS AND DEFINITIONS.**

*Add the following:*

**Agency** – The City of Redondo Beach, herein referred to as CITY.

**Board** – The City Council of the City of Redondo Beach, herein referred to as City Council.

#### **1-7 AWARD AND EXECUTION OF CONTRACT.**

*Replace the entire subsection with the following:*

Within **ten (10) working days** after the transmittal date of the CITY sending the Agreement to the Contractor, the Contractor shall execute and return all Contract Documents required by the CITY. The CITY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guaranty.

The Agreement shall not be considered binding upon the CITY until executed by the authorized CITY officials.

### **SECTION 2 – SCOPE OF THE WORK**

In general, the work comprises without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to install sidewalk, curb, gutter, cross gutter and spandrel, driveways, ADA ramps, asphalt concrete pavement, asphalt concrete overlay, asphalt hot mix (HMA), base repairs, HMA slot patch, cold milling, utility adjustments, traffic signs, striping and markings, landscaping, irrigation, and other associated work for the FY 2022 Pavement Rehabilitation Project clearly described in the Contract Documents on the following streets:

- 1) ALLEY E/O MCBAIN AVE (BELAND BLVD-MANHATTAN BEACH BLVD)
- 2) BATAAN RD (AVIATION BLVD-VAIL AVE)
- 3) DUFOUR AVE (AVIATION BLVD-VAIL AVE)
- 4) FARRELL AVE (AVIATION BLVD-RINDGE LN)
- 5) GIBSON PL (BELAND AVE-160TH ST)
- 6) GRAHAM ST (AVIATION BLVD-GREEN LN)
- 7) GREEN LN (MATHEWS AVE-NELSON AVE)
- 8) JOHNSTON AVE (BELAND BLVD-THOMAS AVE)

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

- 9) RINDGE LN (ARTESIA BLVD-NELSON AVE)
- 10) RINDGE LN (CURTIS AVE-GATES AVE)
- 11) ROBINSON ST (BLOSSOM LN-RINDGE LN)
- 12) WARFIELD AVE (AVIATION BLVD-BLOSSOM LN)
- 13) WARFIELD AVE (RINDGE LN-VAIL AVE)

### **2-5.2 Temporary Utility Services.**

*Replace the entire Subsection with the following:*

The Contractor shall furnish, install, maintain for the duration of the project, and remove at the conclusion of the project all temporary light, power, sanitary facilities, and water at the Contractor's own expense. These include piping, wiring, lamps and other equipment necessary for the Work. The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned.

Water mains in Redondo Beach are owned/operated by California Water Service. For rental of a hydrant meter the contractor shall call California Water Service at (310) 257-1400.

## **SECTION 3 – CONTROL OF THE WORK**

### **3-6 THE CONTRACTOR'S REPRESENTATIVE.**

*Add the following:*

The Contractor shall maintain a 24-hour emergency contact that can remove, install, relocate, and maintain warning devices and shall furnish to the Engineer, names, and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor shall be responsible for any cost incurred.

### **3-7 CONTRACT DOCUMENTS**

#### **3-7.1 General.**

*Add the following to the first paragraph to read as follows:*

All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set of plans to show as-built conditions. Upon completion of the Work, the Contractor shall submit the control set of plans to the Engineer for approval. Final payment will not be made until this requirement is met.

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

### **3-7.2 Precedence of Contract Documents.**

*Replace the entire Subsection with the following:*

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:

- 1) Permits issued by other agencies
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Agreement
- 4) Addenda
- 5) Special Provisions
- 6) General Conditions
- 7) Notice to Contractors Inviting Bids
- 8) Instructions to Bidders
- 9) Plans
- 10) City Standard Plans
- 11) Other Standard Plans
- 12) Standard Specifications for Public Works Construction
- 13) Reference Specifications

Detail drawings shall take precedence over general drawings.

### **3-10 SURVEYING.**

#### **3-10.1 General**

*Replace the entire Section with the following:*

The Contractor shall provide all labor, work and materials necessary to survey the work to conform to plan lines and limits, provide grades for drainage, establish pavement grades, match to existing conditions, and otherwise lay out and stake the work as necessary for construction. The Contractor shall review and set all reference points, grades and elevations to the satisfaction of the Engineer prior to construction operations.

Specific elevations are not provided for PCC repair or improvement locations (i.e., sidewalk, curb ramps, cross gutters, spandrels, driveways, etc.). Construction shall join smoothly to existing finished pavement surfaces. Pavement finish grade shall be extended to determine edge of concrete, top of curb, etc. Gutters shall have positive drainage and no ponding.

Prior to the start of construction, the Contractor's licensed land surveyor or registered Civil Engineer licensed to practice land surveying in the State of California shall, in conformance with California State Law AB 1414, locate all monuments (whether or not of record), benchmarks, and centerline ties within the construction zone, i.e., within one hundred feet of the construction

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

activity. Additional ties to monuments shall be set when ties are missing (min. 4 ties per monument.) The Contractor's surveyor or qualified Civil Engineer shall prepare and submit for review to the Engineer separate tie sheets and Corner Record sheets (monuments not of record shall have only tie sheets prepared.) Tie sheets and Corner Records shall conform to the County Standards and the County Engineers' Association of California's "Guide to the Preparation of Records of Survey and Corner Records" document. Upon review by the Engineer, the Land Surveyor shall file the Corner Records with the County Land Surveyor's Office. Certified Corner Records shall be provided to the City.

After construction and prior to final acceptance by the City of the construction project, the Contractor's land surveyor shall re-survey all field monuments and centerline ties within the construction zone, prepare tie sheets and Corner Record sheet as indicated above, and file them with the Engineer for review. After review by the Engineer the land surveyor shall file the Corner Records with the County Land Surveyors Office, and file certified copies of the Corner Records with the Engineer.

All survey monuments removed or altered as a result of construction shall be reset, Corner Records filed with the County Land Surveyor's Office, and approved final Corner Records filed with the City. Centerline ties removed as a result of construction shall be reset and tie sheets filed with the Engineer.

The land surveyor shall provide a letter of certification for all monuments having four or more existing ties which are within 0.02 ft plus or minus of the original City tie sheet records. When several monuments are ties appear on one tie sheet and one of the ties has changed the land surveyor shall re-measure all of the ties and re-file a new tie sheet with the City as required herein.

County permanent and temporary benchmarks within the construction zone shall be located by survey, and the Contractor's Land Surveyor shall send a written notification of impending construction to the County Land Surveyor's Office two weeks prior to construction.

Lines, grades and stakes 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 Engineer. The Contractor shall be responsible for any errors in the finished work, and shall notify the Engineer, in writing, within 24 hours, of any discrepancies, or design errors during the construction staking.

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

Contractor shall provide construction surveying for relocation of any conflicting utilities and provide a reasonable time window of opportunity to the utility owners to relocate their facilities after the survey is provided by the Contractor.

*Add the following Subsection:*

### **3-10.5 Payment**

Payment for **CONSTRUCTION SURVEY AND MONUMENTATION** shall be at the Contract **LUMP SUM (LS)** price and shall include full compensation for all labor, equipment and materials to construct the work complete in place, including construction surveying, staking and layout, locating conflicting utilities, locating survey monuments and benchmarks, setting survey monuments and centerline ties, pre-construction and post-construction monumentation and centerline tie surveys, corner record surveys where required, and filing pre-construction and post-construction records with the County, including filing fees, and no additional compensation will be allowed therefor.

Payment shall be made in a progressive manner in accordance with the percentage of work completed.

### **3-12 WORK SITE MAINTENANCE.**

*Add the following Subsections:*

#### **3-12.4.3 Contractor's Storage Yard.**

The Contractor shall be responsible for obtaining a storage yard for the duration of the Work. If the proposed location of the yard is located within the boundaries of the CITY, the Contractor shall obtain prior approval from the Engineer.

#### **3-12.4.4 Graffiti Removal.**

The Contractor shall maintain the Work, all of its equipment, and all traffic control devices, including signage, free of graffiti throughout the duration of the Contract. The Contractor shall respond to any request from the Engineer to remove graffiti within 4 hours of notification. Should the Contractor fail to respond to such request, the CITY reserves the right to make other arrangements for the requested graffiti removal and deduct the cost from any monies due the Contractor.

#### **3-12.6 Water Pollution Control.**

##### **3-12.6.1 General**

*Add the following:*

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

The Contractor shall be responsible for maintaining water pollution control Best Management Practices for the duration of the Work in accordance with this Subsection and the latest California Stormwater Quality Association (CASQA) Construction BMP Handbook.

### 3-12.6.5 Payment.

*Add the following:*

Full compensation for IMPLEMENTATION OF WATER POLLUTION CONTROL BMPS shall be at the Contract **LUMP SUM (LS)** price and shall include full compensation for all labor, equipment and materials to implement water pollution control and maintain BMP's, compliance with all applicable permits and regulations, incidentals for doing all the work involved, and no additional compensation shall be allowed therefor.

Payment shall be on a lump sum basis of the percentage of total contract work performed. Partial payments for IMPLEMENTATION OF WATER POLLUTION CONTROL BMPS shall be made in accordance with the following payment schedule:

- a) When 5 percent of the original contract amount is earned, 50 percent of the amount bid for IMPLEMENTATION OF WATER POLLUTION CONTROL BMPS, or 5 percent of the original contract amount, whichever is lesser, may be paid.
- b) When 10 percent of the original contract amount is earned, 75 percent of the amount bid for IMPLEMENTATION OF WATER POLLUTION CONTROL BMPS or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
- c) When 20 percent of the original contract amount is earned, 95 percent of the amount bid for IMPLEMENTATION OF WATER POLLUTION CONTROL BMPS, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.
- d) When 50 percent of the original contract amount is earned, 100 percent of the amount bid for IMPLEMENTATION OF WATER POLLUTION CONTROL BMPS, or 10 percent of the original contract amount, whichever is lesser, may be paid.
- e) Upon completion of all work on the project, payment of any amount bid for IMPLEMENTATION OF WATER POLLUTION CONTROL BMPS in excess of 10 percent of the original contract amount will be paid.

## SECTION 4 – CONTROL OF MATERIALS

### 4-3 INSPECTION.

#### 4-3.2 Inspection by the Agency.

*Replace the entire Section with the following:*

#### 4-3.2 Inspection by the Contractor.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

The Contractor shall provide materials inspection and laboratory services in accordance with the following:

- 1) Contractor shall provide the materials testing services at a materials laboratory that shall be managed by a California registered Engineer ("CA Engineer") with experience in sampling, inspection and testing of construction materials.
- 2) Contractor shall ensure the CA Engineer shall certify the results of all tests performed by laboratory personnel under the CA Engineer's supervision.
- 3) Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order.
- 4) Contractor shall take the samples at the following locations and frequencies in accordance with the Standard Specifications for Public Works Construction and the following:

No.	Test Method	Sampling/Testing Frequency
<b><i>Subgrade Soils/Materials</i></b>		
1	Field Density, Relative Compaction, and Water Content (nuclear gauge) CTM 231	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.
<b><i>Asphalt Concrete</i></b>		
1	Hveem Stability "S" CTM304 and CTM 366	Obtain one sample for every day of production.
2	Bulk Specific Gravity & Maximum Density CTM 308	Obtain one sample for every 1000 tons.
3	Asphalt Binder Content CTM 382	Minimum 1 per day for each asphalt type. Obtain samples during paving.
4	Sieve Analysis CTM 202	Obtain samples during paving. (1 test /1000 tons).
5	Field Density & Relative Compaction (nuclear gauge) CTM 375	Obtain samples during paving. (1 test /1000 tons).

**Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

6	Batch Plant Inspection	During production.
---	------------------------	--------------------

- 5) Contractor shall report the material test results to the Engineer in accordance with the following time frames.
- a. Aggregate Sampled at Material Plants: Test results for Sieve Analysis, Sand Equivalent and Cleanness Value shall be submitted to the City Resident Engineer within 24 hours after sampling.
  - b. Materials Sampled at the Job Site: Test results for compaction and maximum density shall be submitted to the City Resident Engineer within 24 hours after sampling.

*Add the following Subsection:*

**4-9 PAYMENT.**

Payment for Material Testing & Inspection, as required by these Special Provisions, shall be considered as included in the **bid price of various items** and shall include full compensation for furnishing all labor, materials, tools, equipment, and certificates of compliance, provide access, material samples, excavate necessary holes for all of the tests, backfill the holes, compact the backfill, and pave or otherwise restore the surface, if required, after the test and for doing all the work involved for Materials Testing, and no additional compensation shall be allowed therefor.

All tests which do not meet the specified requirements will be at the Contractor's expense, with no compensation therefor.

**SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

**6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.**

**6-1.1 Construction Schedule.**

*Add the following:*

Contractor shall prepare the initial schedule and revised schedules in accordance with "Article 4 – Construction Progress Schedules" of the General Conditions.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures. Following the pre-construction meeting, an Administrative Notice to Proceed will be issued to allow Contractor to procure long lead

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

items required for work during road closure. A Notice to Proceed will be issued upon completion of the procurement of long lead items. The **one hundred (100) working days** shall commence upon issuance of the full Notice to Proceed.

Prior to starting any Work, the Contractor may be required to attend a Community Meeting, or Meetings, with local business owners to be scheduled by the Engineer. The meeting will address the residents/business owners' questions and concerns regarding the Work, what can be expected during construction and vehicular and pedestrian access that may be temporarily restricted during construction. Compensation for attending these meetings shall be considered a part of Mobilization or, when there is no bid item for Mobilization, shall be considered as part of the bid items of work for this contract and no additional compensation shall be allowed therefor.

*Add the following Subsection:*

### **6-1.3 Requirements.**

In preparing the construction schedule, the following items shall be considered:

Sequence of Construction - The Contractor shall sequence the Work in a manner to expeditiously complete the project with a minimum of inconvenience to the adjacent owners and to conform to the following:

A move-in period of **ten (10) calendar days** will be allowed starting on the date of the Notice to Proceed.

Working hours per Article 12.01 of the General Conditions, unless otherwise specified.

The Contractor shall notify local Police and Fire Departments of its intent to begin work at each location at least **ten (10) calendar days** before work is to begin. The Contractor shall cooperate with local authorities relative to handling traffic through the area. The Contractor shall also coordinate with Transit Agencies to ensure the safe operation of buses and access to bus stops in the construction area.

The Contractor shall also be responsible for notifying adjacent businesses and residents in writing **seven (7) calendar days** in advance of any work that involves limited access. Said notice shall be reviewed and approved by the Engineer in advance of its circulation. Contractor shall provide verification to the Engineer that proper circulation of the notice has been accomplished.

Refuse collection. Refuse collection days are established and will not be changed. The City utilizes automated refuse and recycling vehicles. After refuse collection, the City will attempt to place the refuse containers on parkways and driveways and off of the roadway areas. In some cases, however, this may not be possible, and the Contractor shall be responsible for moving the receptacles out of the way.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

For streets that are to be cold milled and receive overlay or pavement reconstruction, the Contractor shall provide a stable driving surface on refuse collection day that can accommodate the weight of the refuse collection vehicle and the refuse collection activity. It should be noted that refuse containers are placed along the curb/gutter so they can be "grabbed" by an automated collection arm.

**The Contractor may not begin any pavement reconstruction activities until it has completed the installation of all new PCC improvements (i.e., curb/gutter, cross gutters, sidewalk, driveways, curb ramps, etc. for the entire street.)**

The 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.

PCC construction - Construction of PCC sidewalks, driveways, curbs, gutters, cross gutters, and spandrels shall be formed and poured within **three (3) working days** following removal of the existing material at any location. Construction of access curb ramps shall be formed and poured within **one (1) calendar day** following removal of the existing material at any location. Any adjacent trench (i.e., 4-foot wide slot trench), required to remove and construct said PCC construction shall be restored per these Specifications and no later than **two (2) calendar days** following the PCC construction. Failure by the Contractor to comply with these requirements in a timely manner may result in a liquidated damage assessed upon the Contractor.

Such liquidated damage shall be determined by the Engineer and will be deducted, accordingly, from a Progress Payment due to the Contractor. See Section 6-9 Liquidated Damages of these Special Provisions for detailed breakdown. The Contractor shall provide for an ADA accessible path of travel for pedestrians and the general public at all times. The Contractor shall establish and maintain detours, appropriate signage, and firm walking/wheelchair surfaces conforming to ADA requirements.

The Contractor shall construct the roadway rehabilitation program in a single phase for each roadway segment. A single phase shall include all required work identified on the plans for a given roadway including but not limited to pavement milling, reconstruction, overlay, paving, and permanent striping operations. The Contractor's construction schedule shall clearly identify all phases of roadway rehabilitation required to complete paving work on all roadway segments identified on the Plans. The Contractor shall not begin work on subsequent roadway paving phases without fully completing each prior paving phase without prior approval from the Engineer.

When approved by the Engineer, the Contractor may begin pavement rehabilitation in a subsequent phase, prior to the application of permanent striping in the current phase. Accordingly, the Contractor is required to provide and maintain temporary striping and/or reflectorized yellow and white tabbing in the completed phase until such permanent thermoplastic paint is applied.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

Pavement removal - All pavement removed as a result of trenching shall be hauled off the Work site no later than the same day that the removal is performed.

Cold Milling – Refer to SSPWC Section 404 for when milling shall occur.

Utility Adjustment – Refer to SSPWC Sections 402 and 403 for the adjustment of all manholes, valves and any other required surface facilities shall be completed.

Striping and Markings – Refer to Caltrans Section 84 for the installation of “cat-tracking” and thermoplastic striping and markings.

Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than **three (3) working days**.

The proposed sequence of pavement construction. The Contractor may proceed with the pavement construction work after the completion of the water mains and concrete work as listed above.

Stockpile Area. Schedule shall indicate date for cleanup of stockpile area.

Should the Contractor fail to meet the above Requirements, the Engineer reserves the right to prohibit the Contractor from making further removals until the cleanup, construction, or rehabilitation of sprinklers is in conformance with the aforementioned requirements. Furthermore, if after notice is given to the Contractor to perform work to meet these requirements, and the Contractor refuses or for any reason fails to perform sufficiently to meet these schedules, CITY may perform said work and charge the Contractor for all costs incurred.

*Add the following Subsection:*

### **6-1.4 Payment.**

Full compensation for complying with all requirements of Section 6-1 shall be considered as included in the **bid price of various items** and no additional compensation shall be allowed therefor.

If the Contractor fails to submit an updated Construction Schedule to the Engineer on the first working day of each month, the CITY will deduct \$300 for each monthly schedule update if not submitted on time.

## **6-2 PROSECUTION OF WORK**

*Add the following Subsection:*

### **6-2.1 Work Requested by a Property Owner.**

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

The Contractor is allowed to perform work which is not a part of this Contract and in the project area if the work is requested, and paid for, by a property owner provided that:

- 1) The Contractor shall inform the Engineer of the nature, quantity and location of the work requested by the property owner; and
- 2) The requested work does not impact the schedule or cost of the contract work; and
- 3) The Property owner and Contractor are required to obtain all permits for requested work; and
- 4) The Contractor is required to obtain all inspections and approvals; and
- 5) The Contractor shall abide by all Contracting laws and regulations of the State and local agencies.

### 6-9 LIQUIDATED DAMAGES

*Replace the entire Subsection with the following:*

The Contractor shall pay liquidated damages to the City of Redondo Beach in the amount of \$10,000.00 (Ten Thousand Dollars) per day for each and every calendar day that the work remains incomplete after expiration of the contract working days specified in these Special Provisions.

In addition, the Contractor shall pay the following sums for the associated liquidated damages and penalties:

Failure to provide and/or non-compliance to or violation of accepted construction scheduling and/or phasing, per Section 6-1 of these Special Provisions.	\$250.00	Per each calendar day
Failure to provide and/or non-compliance with accepted Traffic Control Plans and to maintain in good working order for all traffic control devices per Section 6-1, 600 and 601 of these Special Provisions.	\$250.00	Per each calendar day
Failure to provide adequate Project Site Maintenance 24/7, per Sections 3-12, 6-1 and 7 of these Special Provisions.	\$250.00	Per each calendar day
Failure to open the project street to unrestricted traffic at the expiration of the lane closure hours, per Section 600 and 601 of these Special Provisions	\$250.00	Per each half-hour delay
Failure to appropriately response to the notice of signal failure within two hours of the notification, per Section 2-9 of these Special Provisions.	\$500.00	Per each day/incident
Failure to follow proper procedure for storage of equipment and/or materials in public streets, per Section 3-12 and 6-1 of these Special Provisions.	\$250.00	Per each calendar day/incident
Failure to provide and maintain sufficient temporary striping and markings and to install layout lines (cat-tracks) within 72 hours and/or permanent markings installed	\$500.00	Per each calendar day

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

within 10 working days of the Engineer's approval of the cat tracks, per Section 6-1 of these Special Provisions and Section 84 of 2023 Caltrans Standard Specifications.		
Failure to maintain project BMP's in accordance to approved SWPPP.	\$500.00	Per each calendar day
Failure to provide adequate sweeping on curb, gutter, sidewalk, and street pavement on a daily basis during the milling and paving operations and upon requests by the Engineer, and per various applicable sections of these Special Provision.	\$500.00	Per each calendar day
Failure to pave daily any grinded pavement surface.	\$1,000.00	Per each calendar day

## SECTION 7 – MEASUREMENT AND PAYMENT

### 7-2 LUMP SUM WORK.

*Replace the second paragraph with the following:*

The Contractor shall, within **five (5) working days** of receipt of a request from the Engineer, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment. No extra costs shall be allowed for providing these breakdowns.

Payment for Lump Sum work shall be made in a progressive manner in accordance with the percentage of work completed.

### 7-3 PAYMENT.

#### 7-3.1 General.

*Add the following Subsections:*

##### 7-3.1.1 Payment for Labor and Materials.

The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the City with proof of payment of such accounts.

### **7-3.2 Partial and Final Payment.**

*Add the following:*

Should the CITY receive a STOP NOTICE for the project, 125% of the amount of the unreleased "STOP" Notices will be withheld.

The Contractor shall submit all requests for payment on a Progress Payment Invoice.

Prior to submittal of said invoice, all items for which payment is requested shall be checked and approved in writing by the Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Engineer.

### **7-3.4 Mobilization.**

*Replace the entire Subsection with the following:*

#### **Mobilization:**

Mobilization shall include the provisions of the Construction Schedule, Emergency Response Plan; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities, and removal of same at completion of the Work; and other work, all as required for the proper performance and completion of the Work.

Mobilization shall include, but not be limited to, the following items:

- 1) Submittal and modification, as required, of the Construction Schedule.
- 2) Moving on to the site of all Contractor's plant and equipment.
- 3) Participation in Community Meetings scheduled by the Engineer.
- 4) Installing temporary construction power and wiring.
- 5) Establishing fire protection system.
- 6) Developing construction water supply.
- 7) Providing on-site sanitary facilities and portable water facilities, as required.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

- 8) Arranging for, and erection of, Contractor's work and storage yard.
- 9) Submittal of all required insurance certificates and bonds, including subcontractors.
- 10) Obtaining all required permits.
- 11) Posting all OSHA required notices and establishment of safety programs.

### **12) Potholing and other research and review as necessary to verify site conditions and utility locations**

- 13) Having the Contractor's Superintendent present at the job site full-time.
- 14) Removal (including all spray-painted markings on any surface), cleanup, and restoration.
- 15) Demobilization

Payment for MOBILIZATION/DEMOBILIZATION (NOT TO EXCEED 5% OF BID) shall be at the Contract **LUMP SUM (LS)** price and shall include full compensation for all labor, equipment, and materials to construct the work complete in place. **Mobilization shall not exceed 5% of the total bid amount.** Including but not limited to obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with Subsection 2-2, and all other applicable permits; securing a storage yard to store all equipment and materials to be used on the job, disposal of waste materials, restoration of the site, etc. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items.

### **7-3.5 Contract Unit Prices.**

#### **7-3.5.2 Increases of More Than 25 Percent**

*Delete entire Subsection and replace with the following:*

The City reserves the right to adjust unit quantities and scope of work as necessary to meet project and budgetary requirements. No adjustment in unit prices by the Contractor shall be permitted.

#### **7-3.5.3 Decreases of More Than 25 Percent**

*Delete entire Subsection and replace with the following:*

The City reserves the right to adjust unit quantities and scope of work as necessary to meet project and budgetary requirements. No adjustment in unit prices by the Contractor shall be permitted.

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

*Add the following Subsection:*

### **7-3.5 Revocable Bid Items**

Bid Items listed in the Bid Schedule as “[Revocable Bid Item]” are an estimated quantity only and subject to increase or decrease in quantity at the discretion of the Engineer, including a quantity of zero. No adjustment in unit prices by the Contractor shall be permitted for adjustment of quantities for revocable bid items.

## **PART 2 - CONSTRUCTION MATERIALS**

### **SECTION 200 – ROCK MATERIALS**

#### **200-2 UNTREATED BASE MATERIALS.**

##### **200-2.1 General.**

*Replace the entire Subsection with the following:*

Untreated base for pavement shall be Crushed Miscellaneous Base (CMB) conforming to Subsection 200-2.4.

### **SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS**

#### **201-1 PORTLAND CEMENT CONCRETE.**

##### **201-1.1.2 Concrete Specified by Class and Alternate Class**

Concrete for Curb Ramps and Sidewalk are to be 520-C-2500.

Concrete for Curb and Gutter, Cross-Gutter and spandrel, alleyways, and all other work are to be 560-C-3250.

##### **201-1.2 Materials.**

###### **201-1.2.4.1 Portland Cement.**

*Replace first sentence of the first paragraph:*

All cement to be used or furnished shall be Type V.

### **SECTION 203 – BITUMINOUS MATERIALS**

#### **203-1 PAVING ASPHALT.**

##### **203-1.1 General.**

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

*Add the following:*

The Asphalt Binder and tack coat shall be PG 64-10.

The Contractor shall prevent the formation of carbonized particles caused by overheating Asphalt during manufacturing or construction.

### **203-6 ASPHALT CONCRETE.**

#### **203-6.1 General.**

*Add the following:*

Asphalt concrete shall be Type B-PG-64-10 for base repairs. Asphalt concrete shall be Type C2-PG-64-10 for surface courses.

## **SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

*Delete the entire Section 214 and replace with Sections 81 and 84 of the 2023 Caltrans Standard Specifications.*

## **SECTION 81 – MISCELLANEOUS TRAFFIC CONTROL DEVICES**

### **81-3 PAVEMENT MARKERS**

#### **81-3.02 MATERIALS**

##### **81.3.02A General.**

*Add the following:*

Markers shall be Retroreflective Abrasion Resistant Apex model 921AR or equivalent, as approved by the Project Engineer.

## **SECTION 84 – MARKINGS**

### **84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS**

#### **84-2.02 MATERIALS**

##### **84.2.02A General.**

*Add the following:*

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

All pavement striping, curb paint, markings, and legends on PCC surfaces shall be installed with (2) two coats of waterborne traffic paint. Thermoplastic paint shall not be permitted on PCC surfaces. Waterborne traffic paint shall be in accordance with Section 84-2.02G "Paint".

All pavement striping, markings, and legends on AC surfaces shall be thermoplastic in conformance with PTH-02ALKYD. Curb paint on asphalt berms or curbs may be waterborne traffic paint.

"Cat-track" marks shall be made in chalk and/or discreet marking paint only. "Striping" paint for the purpose of cat-tracking is prohibited.

All pavement striping, curb paint, markings, and legends shall be coated with retroreflective beads in accordance with Caltrans Standard Specifications.

### 84-2.03 CONSTRUCTION

#### 84.2.03A General.

*Add the following:*

Paint material for all pavement striping, markings and legends shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition, and these Special Provisions. Stencils used to paint pavement markings must conform to the latest Caltrans Standard Plans.

The Contractor shall furnish and install traffic delineation and markings using paint "cat-tracking," utilizing temporary marking tape, removable reflective tabs, or other approved media on the **same working day** as existing stripes and legends are lost, including but not limited to stop bars, lane lines, and crosswalks to match new markings. Refer to section 601-2.4 Temporary Pavement Markings for guidelines on installation of temporary pavement markings.

New striping, pavement markings, and legends shall be cat-tracked and approved by the Engineer prior to final installation. A minimum of **three (3) working days'** notice must be provided to the Engineer for approval of the "cat-tracking" prior to final installation of striping, pavement markings, and legends. The Engineer will inspect the cat-tracking within **two (2) working days** and notify the Contractor of any needed corrections or adjustments. Upon approval of the "cat-tracking" by the Engineer, the Contractor shall then complete the final installation of striping, pavement markings, and legends shown on the Plans within **five (5) working days**.

If the Contractor fails to apply markings within the specified time frames, the Public Works Director at his discretion may use other forces to perform the work. The costs for others to perform the striping and marking work, including administration, engineering, and construction observation, will be deducted from monies owed the Contractor.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

The Contractor shall remark any markings that are partially or completely covered, including but not limited to striping, stop bars, crosswalks, wording, and symbols. Legends shall include but not be limited to the following: STOP, ONLY, and ARROWS.

### 84.2.03A(1) Penalties for Noncompliance

For each day cat-tracking are not maintained to the satisfaction of the Engineer, a penalty will be assessed against the Contractor in the amount of \$500.

### 84-2.03B Application of Traffic Stripes and Pavement Markings

*Add the following:*

All pavement striping, markings, legends, and curb paint shall match the Plans, unless otherwise directed by the Engineer. The Contractor shall not proceed with the installation of striping, markings or legends until after the Engineer has inspected and approved the required layout, and has authorized the Contractor to proceed with said Work.

Any pavement striping, markings, and legends that do not match the plan shall be corrected by the Contractor, to the satisfaction of the Engineer, no more **than two (2) working days** after receiving notification.

Reflective pavement markers shall be placed on a location as established by the applicable Caltrans Standard Plans detail noted on the approved striping Plan, which includes, but is not limited to temporary painted line, new striping or existing striping. Layout work necessary to establish satisfactory locations for markers shall be performed by the Contractor.

Pavement markers shall be installed with hot-melt bituminous adhesive and shall comply with the requirements outlined in Section 81-3.02D Hot Melt Bituminous Adhesive of the Caltrans Standard Specifications.

Newly placed traffic stripes and pavement markings, which are damaged as a result of the construction work, and public vehicular and pedestrian traffic, shall be repainted to the satisfaction of the Engineer.

### 84-2.04 PAYMENT

*Delete the entire Subsection and replace with the following:*

Payments for THERMOPLASTIC STRIPING - DETAIL 2, THERMOPLASTIC STRIPING – DETAIL 22, THERMOPLASTIC STRIPING - 6" WHITE EDGE LINE, and THERMOPLASTIC LIMIT LINE shall be per the Contract **LINEAR FEET (LF)** bid price and shall include full compensation for all labor, equipment and materials to construct the work complete in place, including but not limited to layout, cat-tracking, installation of temporary and final striping, and installation of raised plastic markers, and no additional compensation shall be allowed therefor.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

Payment for THERMOPLASTIC CROSSWALKS, THERMOPLASTIC PAVEMENT MARKING - "STOP", THERMOPLASTIC PAVEMENT MARKING - "ONLY", THERMOPLASTIC PAVEMENT MARKING - ARROW I-10, THERMOPLASTIC PAVEMENT MARKING - ARROW IV, and THERMOPLASTIC PAVEMENT MARKING - SHARED ROADWAY BICYCLE MARKING shall be per the Contract **SQUARE FEET (SF)** bid price and shall include full compensation for all labor, equipment and materials to construct the work complete in place, including but not limited to layout, cat-tracking, installation of temporary and final striping, and no additional compensation shall be allowed therefor.

Payment for GREEN THERMOPLASTIC BACKING shall be per the Contract **SQUARE FEET (SF)** bid price and shall include full compensation for all labor, equipment and materials to construct the work complete in place, including but not limited to layout, cat-tracking, installation of temporary and final striping, and no additional compensation shall be allowed therefor.

Payment for FIRE HYDRANT BLUE MARKER shall be per the Contract **EACH (EA)** bid price and shall include full compensation for all labor, equipment and materials to construct the work complete in place and no additional compensation shall be allowed therefor.

Payments for RESTORE EXISTING CURB PAINT shall be per the Contract **LUMP SUM (LS)** bid price and shall include full compensation for all labor, equipment and materials to construct the work complete in place, including but not limited to layout, surface preparation, and applying traffic paint, and no additional compensation shall be allowed therefor.

*Add the following Subsection:*

### **84-4 CURB ADDRESSES**

The Contractor shall replace removed or partially removed addresses on curb faces in kind. There shall be no additional payment for replacing curb addresses.

### **84-9 Existing Markings**

#### **84-9.01 General**

*Add the following:*

Existing thermoplastic and/or painted pavement striping, markings, and legends outside of the Work area shall be protected in place by the Contractor, unless otherwise directed by the Engineer.

All conflicting pavement striping, markings, and legends not in conformance with the Plans and latest CA MUTCD standards shall be sandblasted and replaced with conforming striping, markings, and legends. All existing pavement striping and markings that do not conform to the approved Plans shall be removed by sandblasting. Blackout of existing pavement striping and

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

markings, which do not conform to the approved Plans, will not be allowed. Pavement damaged due to removals may be required to be repaired by the Contractor at no additional cost.

Prior to placing pavement, the Contractor shall remove all existing conflicting pavement markings within the work limits.

### **84-9.04 Payment**

*Delete the entire Subsection and replace with the following:*

Payment for the removal of existing striping, markings, and markers is included in the contract **bid price of various items**. All associated removals and installations, necessary to complete the work, shall be performed as outlined in these Special Provisions at the sole expense of the Contractor, and no additional compensation shall be allowed therefor.

## **SECTION 215 – SIGNS AND MARKERS**

*Replace entire Section with Section 82 of the 2023 Caltrans Standard Specifications:*

## **SECTION 82 – SIGNS AND MARKERS**

### **82-1.01 GENERAL**

*Add the following:*

This work shall replace existing sign posts, install new posts, reinstall existing signs, and install new signs as shown per the Plans.

The Contractor shall replace damaged and/or faded traffic signs and install new signs per the minimum requirements of California MUTCD, latest edition and these specifications. The signing work under this Contract consists of the installation of traffic signs and posts, and all appurtenant work thereto necessary for the proper construction of the contemplated improvements, in accordance with the Plans and Specifications.

### **82-2 SIGN PANELS**

#### **82-2.02 MATERIALS**

##### **82-2.02A General**

*Add the following:*

Street name signs shall be fabricated in accordance with the City's "POST MOUNTED STREET NAME SIGN STANDARD" contained in the appendices. The Contractor shall utilize a fabricator from an approved list provided by the City.

*Delete first sentence of third paragraph and replace with the following:*

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

1. Phrase *Property of Redondo Beach*

### **82-2.02C Aluminum Sheeting**

*Add the following:*

Sign material shall be 0.10-inch thick sheet aluminum, alloy 6061-T6 or alloy 5052-H36 or H38 and be manufactured in accordance with the CA MUTCD.

### **82-2.02C Retroreflective Sheeting**

*Add the following:*

Sheeting for permanent signs shall be reflectorized using 3M high intensity grade sheeting for post mounted signs and 3M Diamond Grade sheeting for mast arm mounted non-illuminated street name signs.

## **82-3 ROADSIDE SIGNS**

### **82-3.02 MATERIALS**

*Add the following Subsection:*

#### **82-3.02F Unistrut Telespar Breakaway Post**

Mountings for roadside signs shall be Unistrut Telespar, perforated, square, metal posts per the City of Redondo Beach specifications, or approved equal. Posts shall be 14 gauge, hot-rolled steel, galvanized per ASTM A-653 Grade 50, 2.00" x 2.00", 12 feet in length (or more for multiple signs) and mounted on break-away sleeves per the City of Redondo Beach specifications.

### **82-3.03 CONSTRUCTION**

*Add the following:*

Post-mounted traffic signs shall be installed on Unistrut Telespar with a break-away post.

Signs to be installed on existing street light poles shall be installed using ¾" stainless steel banding straps, buckles, brackets, bolt and washer.

New signs shall be installed using a Telespar breakaway anchor utilizing new Telespar posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise.

The length of the metal post shall be sufficient to extend from the top of the sign to 30- inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts.

¼ inch expansion foam shall be placed between the sign foundation and sidewalk where

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

applicable.

Sign installations shall be in compliance with, and provide the minimum clearances required by the Americans with Disabilities Act (ADA).

Per the Median Nose Signage detail, the yellow reflective markers and yellow paint shall be included as incidental for all striping and median nose sign work and no additional compensation shall be allowed therefor.

Upon installation of a new sign post, the Contractor shall install new sign(s), reinstall existing sign(s), or relocate existing sign(s) as noted per plan.

Removal and disposal of old signs and signs posts shall be considered incidental, and no additional payment shall be allowed.

### 82.3.04 PAYMENT

Payment for REPLACE STREET NAME SIGN shall be per the Contract **EACH (EA)** bid price and shall include full compensation for all labor, equipment and materials to construct the work complete in place, including but not limited to removing and disposing of existing sign panel and replacing with new street sign panel including new mounting hardware and no additional compensation shall be allowed therefor.

Payment for INSTALL TELES PAR BREAKAWAY POST shall be per the Contract **EACH (EA)** bid price and shall include full compensation for all labor, equipment and materials to construct the work complete in place, including but not limited to installing telespar post with breakaway base, and required minor concrete work and no additional compensation shall be allowed therefor.

Payment for INSTALL POST EXTENSION ON EXISTING POST shall be per the Contract **EACH (EA)** bid price and shall include full compensation for all labor, equipment and materials to construct the work complete in place, including but not limited to installing post extension on existing sign post including mounting hardware and re-arranging existing signs on the sign post assembly to accommodate reconfigured signs and no additional compensation shall be allowed therefor.

Payment for INSTALL R4-11 SIGN shall be per the Contract **EACH (EA)** bid price and shall include full compensation for all labor, equipment and materials to construct the work complete in place, including but not limited to installing sign on existing post or post extension and no additional compensation shall be allowed therefor.

## PART 3 - CONSTRUCTION METHODS

### SECTION 300 – EARTHWORK

**300-1 CLEARING AND GRUBBING.**

**300-1.2 Root Pruning and Tree Trimming.**

*Replace with the following:*

The Contractor shall perform tree trimming and tree root pruning as required to build the work. Limits of tree root trimming and tree root pruning shall be approved by the Engineer prior to commencing. The Contractor shall provide a certified arborist to ensure the tree trimming and root pruning operation is conducted in a manner that avoids the causing serious harm to the tree or the death of the tree.

The Contractor shall install tree root barrier at locations indicated on the Plans and as directed by the Engineer. The tree root barrier shall be installed in accordance with the Plan details.

If a tree is seriously damaged or caused to die from the Contractor's tree trimming or tree root pruning, the Contractor shall be responsible for replacement of the tree with the same species.

**300-1.4 Payment**

*Replace with the following:*

Unless otherwise noted, Payment for clearing and grubbing shall be considered incidental and included in the contract **bid price of various items**, and no additional compensation shall be allowed therefor.

Payment TREE ROOT PRUNING AND ROOT BARRIER shall be at the contract **EACH (EA)** unit price and shall include full compensation for all labor, equipment and materials to construct the work complete in place, including but not limited to tree trimming, root pruning, installation of root barrier, and required excavation and backfill and no additional compensation shall be allowed therefor.

*Add the following Subsections:*

**300-1.5 Removal and Disposal of Materials.**

**300-1.5.1 General.**

Unless otherwise stated on the Plans or Specifications, all material removed from the Work shall become the property of the Contractor and shall be disposed of in a lawful manner. Removals shall include, but not limited to, all excess excavation material, trees and plants, debris, interfering portions of curb, gutters, asphalt and PCC concrete pavements and sidewalks (including base, where applicable), and miscellaneous items as shown on the Plans. The Contractor shall conform to the following requirements:

- 1) The Contractor shall not remove on-site improvements until the Contractor is prepared to construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

- 2) No excavated or demolished materials shall be left in the public right-of-way overnight.
- 3) Pavement breakers or stompers will not be permitted on the job. The Engineer must approve final removal accomplished by other means.
- 4) The limits for sidewalk, curb and gutter and driveway work shown on the Plans are approximate. The actual removal and/or construction limits shall be as marked and/or directed by the Engineer in the field.

### **300-1.6 Construction and Demolition Debris Recycling Summary.**

#### **300-1.6.1 General.**

The Contractor shall prepare and submit a "Recycling Summary" report summarizing the disposal, reuse, and/or recycling activities which occurred throughout the Contract duration. This report shall be submitted by the Contractor to the City, before or with its request for the final Progress Payment for said Contract.

Failure of the Contractor to submit the Recycling Summary within the time specified will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For failure to submit the Recycling Summary, as required, the Contractor shall pay to the City, or have withheld from monies due it, the sum of \$10,000 for a contract of \$500,000 or more. The Contractor shall pay to the City, or have withheld from monies due it, 2% of the total contract amount for a contract of \$499,999 or less.

#### **300-1.6.2 PAYMENT.**

The cost of construction and demolition debris recycling and completing the Recycling Summary report shall be considered as included in the Contract Unit price for the **various bid items**, and no additional compensation shall be allowed therefor. The quantities reported shall be used for information gathering purposes and not for purposes of payment to the Contractor.

Execution of the Contract shall constitute agreement by the City and Contractor that \$10,000 (2% for contracts \$499,999 or less) is the minimum value of the costs and actual damage caused by the failure of the Contractor to submit the Recycling Summary within the time specified. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor.

### **300-2 UNCLASSIFIED EXCAVATION.**

#### **300-2.2 Unsuitable Material.**

##### **300-2.2.1 General.**

*Replace the first paragraph with the following:*

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

Macadam, pavement fabric, rubberized material (i.e., ARHM, REAS, ARAM's, etc.), or steel reinforcement has been installed at various locations throughout the City and may be encountered during removal. If Macadam, pavement fabric, rubberized material (i.e., ARHM, REAS, ARAM's, etc.), or steel reinforcement is encountered, the cost of disposal shall be included in the cost of the item of work, and no additional compensation shall be allowed therefor.

*Add the following Subsection:*

### **300-12 EXCAVATION.**

Roadway excavation shall include sawcutting, excavating, removing, hauling, and disposing of all soil materials, existing asphaltic concrete pavement, PCC pavement, subgrade and similar appurtenances which are to be removed for construction of the street reconstruction as shown on the Plans. Earthwork, subgrade preparation, and finishing roadway shall conform to the applicable requirements of Section 300 and 301 and other pertinent sections of the Standard Specifications for the various items involved.

Payment for excavation and removal shall be incidental and included in the appropriate unit price bid item, and no additional compensation shall be allowed therefor.

#### **300-12.1 Concrete Removal.**

Concrete to be removed shall be sawcut to a minimum depth of 5 inches at score marks or as marked by the City. Sawed edges, broken or chipped during construction shall be resawn at the contractor's expense. Increase in concrete quantity due to resawing shall not be considered for payment.

Upon concrete removal, the City shall be informed to check and approve all roots to be removed. If he determines the tree cannot be saved, removal and planting of a new tree shall be per unit cost.

All edges shall be parallel or perpendicular to curb faces except cuts around objects shall be on a curvilinear cut, a maximum of 4 inches departure from the straight cut within every 2 feet. The edges of Portland cement concrete remaining in place shall be sawcut and shall have clean, solid vertical faces.

Concrete removed shall be replaced within **five (5) working days** after removal. All restorations shall be completed a maximum of **five (5) working days** after concrete placement (i.e. backfill, grading of dirt, asphalt repave etc.) One Hundred (\$100) dollars per calendar day and location shall be charged to the Contractor for failure to comply with the above schedule as required by the Engineer.

## **SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS,**

## **AND PLACEMENT OF BASE MATERIALS**

### **301-1 SUBGRADE PREPARATION**

#### **301-1.2 Preparation of Subgrade**

*Add the following:*

Subgrade preparation is associated with the installation of pavement surface reconstruction or full reconstruction and shall include compaction to the maximum dry density including quality control testing and/or backfill of low spots, and proof rolling.

Subgrade and/or base materials shall be compacted with roller type equipment to achieve a firm and non-yielding pavement surface that is suitable to be paved. Care should be taken by the Contractor to not overwork subgrade and/or base material that results in pumping and yielding of subgrade and/or base materials.

The Engineer and/or approved representative will approve the subgrade prior to paving operations. To approve the subgrade, it shall be proof rolled by the Contractor with a fully loaded water truck (approx. 4,000 gallon), or similar, in the presence of the Engineer. Areas that pump or yield under truck tire loading will be delineated in the field with marking paint as unsuitable material and then over-excavated as described below.

Asphalt Concrete paving, placed on streets where the subgrade had not been approved by the Engineer, shall be removed at no cost to the Agency. The Contractor shall notify the Engineer a minimum of forty-eight (48) hours prior to subgrade proof rolling.

The subgrade or base material for the surface reconstruction street sections shall be prepared to achieve a finish grade cross slope as shown on the Plans. The Contractor shall identify the required lines, levels, and contours and flag locations of known utilities. Grading shall be done to the required lines and grades to achieve the specified cross slope as shown on the Plans and to tie and match the new pavement to the existing improvements to remain.

The maximum time allowed between exposing subgrade after removal of surfacing and base and placement of the first asphalt concrete lift shall be twenty-four (24) hours.

#### **301-1.3 Relative Compaction**

*Add the following:*

After compaction and trimming, the subgrade shall be firm, hard, and unyielding under the load of heavy construction equipment.

The subgrade maximum dry density shall not be less than ninety-five percent (95%) in all areas EXCEPT where curb, gutter, driveway, curb ramp, or sidewalk is to be placed.

The subgrade maximum dry density shall not be less than ninety percent (90%) in all areas where curb, gutter, cross gutters, driveway, curb ramp, or sidewalk is to be placed.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

Relative compaction tests of the subgrade may be made by the Engineer. The Contractor shall make the work available for such testing. Relative compaction tests will be performed in accordance with California Test Method Nos. 216 and 231.

### **301-1.6 Over-Excavation of Unsuitable Material**

*Replace subsection with the following:*

When unsuitable material is encountered during roadway excavation or proof rolling the unsuitable material shall be over-excavated to a depth of six (6) to twelve (12) inches and replaced with crushed miscellaneous base (CMB). Grading for CMB materials shall conform to a "Fine" grading.

The CMB shall be moisture conditioned and placed in lifts not to exceed six (6) inches and compacted to ninety-five percent (95%) relative compaction.

If HMA is approved for use, HMA shall not be placed in lifts exceeding three (3) inches.

### **301-1.7 Payment**

Payment for SUBGRADE PREPARATION shall be at the contract **SQUARE YARD (SY)** unit price and shall include furnishing all labor, materials, and incidentals to perform subgrade preparation including, but not limited to moisture conditioning, compaction, proof rolling, and quality control testing, and no additional compensation shall be allowed therefor.

Payment for SUBGRADE OVER-EXCAVATION AND REPLACEMENT WITH CMB (6" DEPTH) [REVOCABLE BID ITEM] shall be made per the contract **CUBIC YARD (CY)** unit price. The contract unit price shall include furnishing all labor, materials, and incidentals to perform subgrade over-excavation, including but not limited to removal and disposal of subgrade materials, compaction, and backfilling with CMB. If approved, the cost of HMA as a substitute shall be at no additional cost. No additional compensation shall be allowed therefor.

For the purposes of bidding the Engineer estimates that up to 10% of the paved areas of either Reconstruction or Surface Reconstruction streets may require over-excavation and replacement with CMB to a depth of 6".

## **SECTION 302 – ROADWAY SURFACING**

### **302-5 ASPHALT CONCRETE PAVEMENT.**

#### **302-5.1 General.**

*Add the following:*

After completion of cold milling and surface preparation, asphalt pavement overlays or reconstruction shall be constructed with Hot Mix asphalt (HMA) per the depths shown on the Plans.

The Contractor shall submit the final mix design to the City for approval prior to use. Product submittals shall be made by the Contractor in a timely matter. Submittals shall be made

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

providing a minimum of **three (3) weeks** for review and approval prior to installation or use of product. Mix design submittals shall adhere to Caltrans submittal form templates, form number DOT CEM-3512, titled "Contractor Hot Mix Asphalt Design Data.

### **302-5.1.1 Base Repairs.**

Base repairs shall include cold milling and excavation of roadway surfacing and base or subgrade to the depths indicated on the Plans and replacement with full-depth asphalt concrete (AC). Base repairs shall be conducted from the top of the milled surface. The new AC pavement shall be B-PG 64-10 hot mix asphalt (HMA) conforming with Subsection 203-5. For 6" base repairs AC shall be placed in lifts not to exceed 3" thickness maximum, and layered as indicated on the Plans. For 6" base repairs, AC shall be compacted to a minimum of 95% relative compaction for both lifts per density determined by California Test 304. For 4" base repairs place and compact in one 4" lift to 95% relative compaction per density determined by California Test 304. The density shall be determined in accordance with California Test 308, Method A. Method C may be used if the absorption of the compacted specimen is less than 2 percent. The work shall include applying tack coat to all vertical and horizontal surfaces to be joined by new pavement.

The finished repair shall be tight, level, and shall match the grade and profile of the adjacent pavement prior to paving. The excavation shall be accomplished with proper equipment and in such a manner that the stability of the subgrade is not compromised, and underground utilities are not damaged.

### **302-5.5 Distribution and Spreading.**

*Add the following:*

The Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide cleanup of haul routes and work areas. Power brooms shall provide miscellaneous cleanup of HMA spoils as directed by the Engineer. Power brooms shall not be operated more than 80% full of sweepings.

The Contractor shall join all gutter lips such that the finished pavement surface is one-eighth (1/8") to three-eighth (3/8") inch above gutter lip grade.

Contractor shall maintain a functioning temperature probe in close proximity to each paving machine at all times. Contractor shall provide a pavement temperature reading, with probe when requested by the Engineer. UNAVAILABILITY OF A HEAT MEASUREMENT SHALL BE CAUSE FOR TERMINATION OF PAVING OPERATION.

### **302-5.6 Rolling.**

*Add the following:*

Joint lines between successive runs shall be within 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

At a minimum, two complete passes with the breakdown roller shall be required

### **302-5.4 Tack Coat.**

*Add the following:*

Tack coat shall be applied between base and finish courses as shown on the Plans. Tack coat shall be applied to all existing paved surfaces where new asphalt concrete overlaps or abuts existing pavement and along all edges of concrete gutters and PCC pavement slabs.

The Contractor shall place the tack coat in a manner to prevent vehicles from accidentally driving through the tack coat and tracking tack coat material to adjacent streets and driveways.

### **302-5.9 Payment.**

*Add the following:*

Payment for BASE REPAIR (4" AND 6" DEPTH) shall be at the contract **SQUARE FOOT (SF)** unit price and shall include full compensation for all labor including subgrade preparation, tack coat, placing, rolling, and compacting asphalt concrete in lifts, quality control and testing, equipment and materials to construct the work complete in place, and no additional compensation shall be allowed therefor.

Payment for CONSTRUCT HMA OVERLAY (2.0 – 3.0" Depth) shall be at the contract **TON** unit price and shall include full compensation for all labor, equipment and materials to construct the work complete in place, including tack coat, placing, rolling, and compacting asphalt concrete in lifts, quality control and testing, and no additional compensation shall be allowed therefor.

## **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

### **303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.**

#### **303-5.1 Requirements.**

##### **303-5.1.1 General.**

*Add the following:*

The removal of existing improvements and installation of PCC curb and gutter, sidewalk, cross gutters, spandrels, alley intersections, driveways, curb ramps (access ramp) and curbs shall be constructed in the areas shown on the plans and as directed by the Engineer, and shall comply with Subsection 303-5 of the Standard Specifications. Concrete class shall be Class 520-C-2500 or equivalent for 4" thick walkways, and 560-C-3250, Type V, sulfate resistant or equivalent for all other work.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

Work shall include subgrade preparation and removal and re-compaction of existing Untreated Base (CMB). Subgrade shall be compacted to 92% relative compaction minimum, and Untreated Base shall be compacted to 95% relative compaction minimum. Where unsuitable subgrade materials are encountered, the Contractor shall over-excavate the subgrade and replace with Untreated Base. The minimum depth of over-excavation and replacement of unsuitable subgrade shall be 4" minimum for sidewalks and 6" everywhere else.

**NOTE:** The City of Redondo Beach is located away from direct freeway access. Transportation times between the plant and the site can sometimes be an issue. The Contractor shall plan their work accordingly to ensure concrete materials maintain workability and are suitable for installation. Unsuitable concrete materials delivered to the site may be rejected by the Engineer and additional materials will be at the sole expense of the Contractor.

Per Subsection 201-1.4.3 "Transit Mixers", the Contractor shall make a concerted effort to deliver and place the concrete within 90 minutes from mixing at the batch plant. Should this time criteria be significantly exceeded, it will be up to the sole discretion of the Engineer to determine if the concrete is sufficiently workable, without adding excess water, to continue with the work. Any concrete material accepted by the Engineer and placed by the Contractor after 90 minutes from batch plant mixing will be used at the Contractor's risk and maintained under the contractor's warranty against defects, per the contract documents. The Contractor may use a plasticizer to extend the workable life of the concrete upon approval of the Engineer. The Contractor shall monitor concrete until is sufficiently hard to prevent graffiti and damage. **Any PCC work that has been defaced or damaged shall be rejected, removed and replaced without additional cost to the City. Patching of concrete will not be allowed.**

The Contractor shall saw cut and remove existing curb, gutter, sidewalk, curb ramps, driveways, alley approaches, cross gutters, spandrels, asphalt, base, subgrade, and other in-place materials as necessary for construction; prepare the base; and construct PCC and AC work where noted and as shown per detail drawings and schedule. New concrete improvements shall match existing finish and pattern as directed. **Concrete shall be placed within three (3) calendar days of existing material removals, except that concrete for ADA curb ramps shall be placed within one (1) calendar day of removal. Excavations shall not be left open over weekends or holidays.** All subgrade and/or adjacent fill to match finished surface where new concrete is to be placed, shall be compacted to a relative compaction of at least 95%. Contractor shall coordinate with utility companies for utility adjustments needed when constructing the work. **The Contractor shall provide for alternate ADA accessible routes or temporary routes to provide for pedestrian and ADA compliance during construction, including facilities and consideration for wheelchairs and the blind.**

The Contractor shall verify, with a "smart level", that sidewalk grades do not exceed ADA requirements when marking the required saw cut removal limits and when setting the concrete forms, prior to pouring any curb ramp locations. It shall be the Contractor's responsibility to supervise and utilize the proper experienced personnel to ensure that the proper saw cut limits are established for all curb ramp locations and the City's Representative shall not be responsible to direct the Contractor's crews or otherwise serve in this management capacity. The City's

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

Representative shall be present to verify the concrete forms, prior to pouring any PCC construction improvements.

All PCC work must be graded to drain and must pass a water drainage test. PCC shall join to and match existing construction.

### **303-5.1.2 Drainage Outlets Through Curb.**

*Delete the last paragraph and replace with the following:*

Contractor shall install curb drains as shown on the plans and in accordance with Standard Plan 150-4 "Curb Drain".

### **303-5.1.3 Pedestrian Barrier**

Pedestrian barrier installed in conjunction with a curb ramp installation shall be in accordance to ADA requirements and as shown on the Plans. The Contractor shall adjust the length of pedestrian barrier to match the length of the curb ramp flare as required.

## **303-5.5. Finishing.**

### **303-5.5.2 Curb.**

*Add the following:*

Unless otherwise approved by the Engineer, the entire affected concrete curb, gutter, cross-gutter, or spandrel portion shall be removed by sawcutting the adjacent AC pavement two (2) feet from the edge of the affected area to be removed. The Contractor shall reconstruct this two (2) foot wide section with 2-inch thick section of AC pavement (C2-PG-64-10) on a 4-inch thick section of 100-E-100 slurry mix (in accordance with Table 201-1.1.2) on an 8-inch thick section of Untreated Base, or thicker Untreated Base (CMB) as needed. Alternatively, the Contractor may request approval for reconstruction with a full-depth AC pavement plug of C2-PG-64-10.

For concrete curb and gutter work located in a spandrel or adjacent to new curb ramps, the entire spandrel shall be removed to the nearest joints and the spandrel reconstructed to match existing, be on eight inches (8") of Untreated Base, and the new concrete shall be doweled and epoxied into the existing cross gutter spandrel at 12" on center using 18" long, #4 smooth bars.

### **303-5.5.5. Alley Intersections, Access Ramps, and Driveways.**

*Add the following:*

It shall be the Contractor's responsibility to install ADA curb ramps at the designated sites in accordance with Standard Plan 111, the plan details, and the latest Americans with Disabilities Act (ADA) Standards. The Contractor shall minimize impacts to the existing surrounding parkways, walls, fencing, hardscaping, and landscaping. Affected irrigation systems shall be

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

repaired to operate and fit with new construction, and landscape repaired in kind.

ADA curb ramps may be monolithic with curb & gutter, or curb only, at the discretion of the engineer. Retaining curbs at the back of walk and curb ramps shall be placed monolithic. Curb shall be placed monolithic with spandrels, but separate from curb ramps (access ramps).

The Contractor shall saw-cut a true, straight edge at each marked-out limit to the satisfaction of the Engineer.

All curb and gutter work required as part of the curb ramp replacement shall flow to drain to the satisfaction of the Engineer. If additional curb and gutter replacement is required to ensure proper drainage, but is outside the required limits of curb and gutter work, then additional curb and gutter replacement will be paid for separately as additional curb and gutter work.

ADA curb ramps and sidewalks shall meet all ADA requirements and shall not create impediments to access. Curb ramp features shall include at a minimum:

- Border grooves to signify change in grade
- Ramps not exceeding 1:12 (8.3%) slope
- Side ramps not exceeding 1:10 (10%) slope
- Turning pads of 4'x4' minimum area and 1:48 (2.1%) cross slope maximum
- Cross slopes 1:48 (2.1%) maximum
- Bottom of ramps to be flush with gutters
- Integral retaining curbs as necessary to match to existing landscape grades
- 3'x4' truncated dome surfaces at the bottom of the ramp adjacent to the street
- Street grade shall not exceed 5% grade within 5' of the bottom of ramp

**Curb ramps shall be placed in the correct location and configuration as shown in the plan details.** Curb ramps crossing in both directions are shown at the approximate mid-point. Curb ramps crossing in one direction are rotated slightly to provide additional clearance from side traffic. The ramp details and landing may be adjusted slightly with the approval of the Engineer to achieve optimal fit and provide for ADA conformance after site conditions have been considered.

The Contractor shall be responsible for all necessary field surveying, staking, and layout work to field-fit ADA compliant curb ramps per the plan details. The Contractor shall ensure that maximum curb ramp and sidewalk grades do not exceed maximum grades indicated on the plans, the Standard Specifications, and these Special Provisions when marking the required saw cut removal limits and when setting the concrete forms, prior to pouring any curb ramp locations. It shall be the Contractor's responsibility to supervise and utilize the proper experienced personnel to ensure that the proper saw cut limits are established for all curb ramp locations and the Engineer shall not be responsible to direct the Contractor's crews or otherwise serve in this management capacity. The Engineer will approve the concrete forms, prior to the Contractor pouring any PCC construction improvements for the curb ramp.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

**PCC Driveways shall have a compressive strength of 2,500 psi within three (3) calendar days of placement. Driveways shall not be opened to traffic until it has reached a compressive strength of 2,500 psi. The Contractor shall provide a suitable construction phasing and traffic control plan for driveway construction, and shall protect all work in place. Any damaged work shall be replaced at the sole expense of the Contractor.**

*Add the following Subsection:*

### **303-5.5.5.1 Detectable Warning Surface.**

Detectable Warning Surface work shall consist of furnishing and installing a cast in place tactile tile module with new concrete curb ramps, and a surface mounted tactile tile module for existing concrete curb ramps.

Detectable warning surface shall be 3' x 4' Vitrified Polymer Composite (VPC) Cast-In-Place Tactile Armor-Tile manufactured by Engineered Plastics Inc. (800-682-2525), or approved equal. **The tile color shall be Dark Grey (Federal color No. 36118), or approved equal.** Detectable warning surface shall extend for the full length of the ramp, be 3' minimum in depth, and be placed no more than 6" from face of curb.

- a) Construction for Cast-In-Place Detectable Warning Surface – During all concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- b) The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4" – 7" to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float, therefore under these conditions suitable weights such as 2 concrete blocks or sandbags (25 lbs) shall be placed on each tile.
- c) Prior to placement of the Cast-In-Place System, the contract drawings shall be reviewed by the Engineer.
- d) The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lb weights, vibrator and small sledge hammer with 2" x 6" x 20" wood tamping plate are specific to the installation of the Cast-In-Place System.
- e) The concrete shall be poured and finished, true and smooth to the required dimensions and slope prior to tile placement. Immediately after finishing the concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast-In-Place Tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete surface.
- f) While concrete is workable a steel trowel shall be used to trowel the concrete around the tile perimeter of the field level of the tile.
- g) During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external force placed on the tile to rock the tile, causing

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

- a void between the underside of the tile and concrete.
- h) Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets, 2 suitable weights of 25 lb each shall be placed on each tile as necessary to ensure solid contact of tile underside of concrete.
  - i) Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs, a wire brush will clean the residue without damage to the tile surface.

Payment for each Detectable Warning Surface that is to be cast in place with new concrete ramps, or surface mounted on existing ramps, shall be considered as included in the contract bid price for REMOVE EXISTING IMPROVEMENTS AND INSTALL NEW ADA COMPLIANT CURB RAMP PER SPPWC STD. PLAN 111-5 and REMOVE EXISTING ALLEY ENTRANCE AND RECONSTRUCT PER SPPWC STD. PLAN 130-3 INCLUDING DETETABLE WARNING SURFACES, and no additional compensation will be allowed therefor.

### **303-5.7 Repairs and Replacements.**

*Add the following:*

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked following replacement thereof. If new concrete work is marked, the Contractor shall replace at its expense and no extra costs shall be allowed.

**PCC Cross Gutters or Spandrels shall have a compressive strength of 2,500 psi within three (3) calendar days of placement. Cross gutters and spandrels shall not be opened to traffic until they have reached a compressive strength of 2,500 psi. The Contractor shall provide a suitable construction phasing and traffic control plan for cross gutter and spandrel construction, and shall protect all work in place. Any damaged work shall be replaced at no additional cost.**

### **303-5.9 Measurement and Payment.**

Replace the entire Subsection with the following:

Payment for REMOVE EXISTING CURB AND GUTTER AND RECONSTRUCT PER SPPWC STD. PLAN 120-3 (A2) shall be per the Contract **LINEAR FOOT (LF)** Unit price and shall include full compensation for all labor, equipment, tools and materials to construct curb and gutter complete in place, sawcutting, removal and disposal of adjacent pavement and subgrade, removal and disposal of concrete cross gutter and underlying base, subgrade preparation and compaction, re-placing and compacting CMB, placing concrete, jointing and finishing, installation of 4-foot wide minimum adjacent AC slot patch, quality control testing, restoration of parkway improvements and irrigation systems, and no additional compensation shall be allowed therefor.

Payment for REMOVE EXISTING ROLLED CURB AND GUTTER AND RECONSTRUCT PER SPPWC STD. PLAN 121-3 (B2-6) shall be per the Contract **LINEAR FOOT (LF)** Unit price and shall include

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

full compensation for all labor, equipment, tools and materials to construct rolled curb and gutter complete in place, sawcutting, removal and disposal of adjacent pavement and subgrade, removal and disposal of concrete cross gutter and underlying base, subgrade preparation and compaction, re-placing and compacting CMB, placing concrete, jointing and finishing, installation of 4-foot wide minimum adjacent AC slot patch, quality control testing, restoration of parkway improvements and irrigation systems, and no additional compensation shall be allowed therefor.

Payment for REMOVE EXISTING CROSS GUTTER AND RECONSTRUCT PER SPPWC STD. PLAN 122-3 (8" DEPTH) shall be per the Contract **SQUARE FOOT (SF)** Unit price and shall include full compensation for all labor, equipment, tools and materials to construct cross gutters complete in place, including monolithic curb, sawcutting, removal and disposal of adjacent pavement and subgrade, removal and disposal of concrete cross gutter and underlying base, subgrade preparation and compaction, re-placing and compacting CMB, placing concrete, jointing and finishing, installation of 4-foot wide minimum adjacent AC slot patch, quality control testing, restoration of parkway improvements and irrigation systems, and no additional compensation shall be allowed therefor.

Payment for REMOVE EXISTING DRIVEWAY APRON AND RECONSTRUCT PER SPPWC STD. PLAN 110-2 (TYPE C) shall be at the Contract **SQUARE FOOT (SF)** Unit price and shall include full compensation for all labor, equipment and materials to construct concrete driveways aprons complete in place, including adjacent curb and gutter and sidewalk, sawcutting, removal and disposal of adjacent pavement and subgrade, removal and disposal of concrete cross gutter and underlying base, subgrade preparation and compaction, re-placing and compacting CMB, placing concrete, jointing and finishing, installation of 4-foot wide minimum adjacent AC slot patch, quality control testing, restoration of parkway improvements and irrigation systems, and no additional compensation shall be allowed therefor.

Payment for REMOVE EXISTING ALLEY ENTRANCE AND RECONSTRUCT PER SPPWC STD. PLAN 130-3 shall be at the Contract **SQUARE FOOT (SF)** Unit price and shall include full compensation for all labor, equipment and materials to construct alley entrance complete in place, including adjacent curb and gutter and sidewalk, sawcutting, removal and disposal of adjacent pavement and subgrade, removal and disposal of concrete cross gutter and underlying base, subgrade preparation and compaction, re-placing and compacting CMB, placing concrete, jointing and finishing, installation of 4-foot wide minimum adjacent AC slot patch, quality control testing, restoration of parkway improvements and irrigation systems, and no additional compensation shall be allowed therefor. Components may be constructed monolithic upon the approval of the Engineer.

Payment for REMOVE EXISTING ALLEY ENTRANCE AND RECONSTRUCT PER SPPWC STD. PLAN 130-3 INCLUDING DETECTABLE WARNING SURFACES shall be at the Contract **SQUARE FOOT (SF)** Unit price and shall include full compensation for all labor, equipment and materials to construct alley entrance complete in place, including adjacent curb and gutter, sidewalk, and detectable warning surfaces, sawcutting, removal and disposal of adjacent pavement and subgrade, removal and disposal of concrete cross gutter and underlying base, subgrade

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

preparation and compaction, re-placing and compacting CMB, placing concrete, jointing and finishing, installation of 4-foot wide minimum adjacent AC slot patch, quality control testing, restoration of parkway improvements and irrigation systems, and no additional compensation shall be allowed therefor. Components may be constructed monolithic upon the approval of the Engineer.

Payment for REMOVE EXISTING IMPROVEMENTS AND INSTALL ADA CURB RAMP PER SPPWC STD. PLAN 111-5 shall be per the Contract **SQUARE FOOT (SF)** Unit price and shall include full compensation for all labor, equipment and materials to install curb ramps, including adjacent curb and gutter, 4 foot long sidewalk transition panel on each side of the ramp flare, detectable warning surface, necessary retaining curbs, pedestrian barrier where shown on the plans, and various hardscaping, landscaping, and fencing modifications on private property where shown on the plans, coordination with homeowner and Engineer prior to constructing improvements on private property when required, coordination for utility relocations prior to demolition,, construction surveying and layout, sawcutting, removal and disposal of adjacent pavement and subgrade, removal and disposal of concrete cross gutter and underlying base, subgrade preparation and compaction, re-placing and compacting CMB, placing concrete, jointing and finishing, installation of 4-foot wide minimum adjacent AC slot patch, quality control testing, tree root pruning, restoration of parkway improvements and irrigation systems, restoration of hardscaping and landscaping, protection of fencing and walls, adjustment of utility boxes and manholes to finished grade, relocation of signs and posts per City Standards and the CA MUTCD, and no additional compensation shall be allowed therefor.

Payment for REMOVE EXISTING SIDEWALK UPLIFT AND RECONSTRUCT PER SPPWC STD. PLANS 112-2 AND 113-2 shall be per the Contract Unit Price per **SQUARE FOOT (SF)** and shall include full compensation for all labor, equipment, tools and materials to remove and construct the work complete in place, including sawcutting, removal and subgrade preparation and compaction, re-placing and compacting CMB, placing concrete, jointing and finishing, construction of PCC sidewalk, placing concrete, jointing and finishing as shown in the standard plans and construction details, protection of existing trees, parkway restoration, sleeving of drainage outlets through curb, and no additional compensation will be allowed therefor.

### **SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

*Delete the entire Section 314 and replace with Division IX Traffic Control Devices of the 2023 Caltrans Standard Specifications.*

## PART 4 – EXISTING IMPROVEMENTS

### **SECTION 400 – PROTECTION AND RESTORATION**

#### **400-1 GENERAL.**

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

*Add the following paragraphs:*

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked or having wet slough material deposited thereon. If new concrete work is marked, the Contractor shall replace it at its expense in accordance with 303-5.7 of the Standard Specifications for Public Works Construction. Damaged concrete shall not be patched, but shall be replaced.

The Contractor shall perform all private lawn, hardscape, and parkway restorations, including restoration of irrigation systems and existing curb drains within **five (5) calendar days** after the adjacent improvements have been constructed. The Contractor shall not delay restorations for tree plantings.

*Add the following Subsections:*

### **400-1.1 Replacement of Lawns.**

When the work requires the removal and replacement of lawns or sod, including parkways, the Contractor shall comply with the following minimum requirements: the area to be replanted shall be regraded and covered with two inches of an approved topsoil; the grass seed or sod shall be for grass or sod of the same type as was removed, or an approved equal, and grass shall be sown at the rate recommended by the seed distributing company; Bandini steer manure or approved equal shall be applied to the planted area at the rate recommended by the vendor. The Contractor shall water and care for replaced lawns until the grass has attained a complete cover and has been given its first cutting, unless other arrangements are made with the property owners. The lawn restoration, as above described, shall be completed prior to the final payment.

Topsoil shall be in accordance with 800-1.1.

### **400-1.2 Replacement of Sprinkler Systems.**

Damaged sprinklers shall be replaced so that the area watered by the original system will be adequately watered by the reconstructed system without undue waste of water. Overspray on any area no longer planted should be avoided, and any revised shape or layout of the remaining planted area will be adequately watered. Any additional material or work required to obtain said adequate coverage shall be furnished by the Contractor, at its expense. The Contractor shall be responsible to replace any lawn or plant damaged from lack of irrigation resulting from the Contractor's operations, at its expense, to the satisfaction of the Engineer.

### **400-1.3 Parkway Trees.**

The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the Engineer. All existing trees and shrubs that are damaged during construction shall be trimmed or replaced by the Contractor or a certified tree company to the

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

satisfaction of the Engineer. Tree trimming and replacement shall be accomplished in accordance with the following requirements:

- a) Trimming. Symmetry of the tree shall be preserved; no stubs, splits torn branches or torn roots left; clean cuts to be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over one and one-half inches in diameter shall be coated with a suitable tree wound paint as approved by the Engineer.
- b) Replacement. The Contractor shall immediately notify the Engineer if any tree is damaged by its operations. If, in the opinion of the Engineer, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like variety as the tree damaged, subject to the approval of the Engineer. The size of the tree shall be the size of the tree replaced or 3" in diameter, whichever is smaller.
- c) Root Pruning. The Contractor shall fully and neatly cut tree roots at the back of curbs and edges of sidewalks where noted and as shown on the detail drawings. Root pruning shall extend to the depth as shown on the plans, and of sufficient width to trim all roots (but no less than 4' width).

The Contractor shall notify the Engineer of any locations with significant tree roots which may impair the stability or health of the tree. In general, any roots exceeding 4" in diameter, or comprising a significant amount of the root system, shall be brought to the attention of the Engineer.

### **400-1.4 Street Furniture.**

The Contractor shall protect all existing street furniture not called out for removal or replacement on the plans. As part of protection the Contractor shall be responsible for removal, storage and replacement of trash receptacles, bus benches, bus enclosures, newspaper boxes, mailboxes, etc. and coordination with the Owners as required throughout construction. Replacement of the removed items shall be per the direction of the Engineer.

### **400-1.5 Protection of Existing Pavement Surfaces from Tack Coat and Oil.**

When work requires the placement of a tack coat pursuant to Subsection 302-5.4, the Contractor shall protect existing pavement surfaces outside of the work limits from the spreading of tack coat and oil adhering to truck tires exiting work area. The protected area shall extend the full width of the street and be by either of the following methods:

- 1) The Contractor shall wet the existing pavement surface to a distance of ten (10) feet away from the work limit. The wetted area shall be maintained as such until placement of asphalt concrete pavement is completed; OR

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

- 2) The Contractor shall provide a thin spreading of sand or rock dust material to a distance of five (5) feet away from the work limit. The sand or rock dust area shall be maintained as such until placement of asphalt concrete pavement is completed. The Contractor shall be responsible to remove the sand or rock dust immediately after the placement of asphalt concrete pavement is completed.

### 400-1.6 Curb Addresses.

The Contractor shall be responsible to repaint addresses (4-inch high black numbers on white background) on curb faces when printed addresses have been removed due to curb construction.

### 400-2 PERMANENT SURVEY MARKERS.

*Add the following:*

In the event that identification numbers on survey monuments are illegible, it shall be the responsibility of the Contractor to obtain all information necessary to restore the monuments in their correct location. The Contractor or its Surveyor shall file a Corner Record Form at the Office of the Los Angeles County Surveyor referencing all survey monuments subject to disturbance prior to the start of construction and also prior to the completion of construction, including a location for reestablishment of disturbed monuments. Copies of the records shall be provided to the City. **Final payment will not be made until the aforementioned documentation is provided to the CITY.**

### 400-3 PAYMENT.

*Replace entire Subsection with the following:*

Payment for conformance with the provisions of Section 400-2 shall be in accordance with **Construction Survey and Monumentation** found under Section 3-10.5 "Payment".

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

## SECTION 401 – REMOVAL

### 401-1 GENERAL.

*Add the following:*

The edges of asphalt pavement remaining in place shall be sawcut and shall have clean, solid vertical faces. The edges of asphalt pavement broken during construction shall be resawn and removed before surfacing material is placed at the expense of the Contractor.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

All edges shall be parallel or perpendicular to curb faces except cuts around objects shall be on a curvilinear cut, a maximum 4 inches departure from the straight cut every 2 feet.

### SECTION 402 – UTILITIES

#### 402-3 REMOVAL.

*Add the following:*

It shall be the Contractor's responsibility irrespective of the notations on the plans to confirm or determine that a utility is to be abandoned before treating the same as an abandoned utility and shall assume all risks in so determining.

#### 402-4 RELOCATION.

*Add the following:*

Where Contractor coordination for utility relocation by others is indicated on the Plans, the Contractor shall coordinate the relocation of any valves, fire hydrants, or manholes with the utility owner. The Contractor shall be responsible to identify and notify the owner of the affected utility and delineation of conflicts with proposed improvements. The Contractor shall make the area available for the utility company performing said work.

The Contractor shall be responsible for scheduling their construction activities with the relocation work by the utility owner. If a substantial schedule delay is anticipated by the Contractor due to a utility owner's relocation activities, the Contractor shall notify the Engineer and request a schedule extension in writing within **two (2) weeks** of receiving such notifications from the utility owner. The Engineer may grant the Contractor an equal extension of Working Days for delays that can be attributable solely to the utility owner's relocation work. No additional compensation shall be granted to the Contractor for possible construction delays arising from the utility owner's relocation activities.

All new underground utility installations and any underground utility relocations shall be completed prior to any paving work and concrete work, to minimize defects to the finished surface.

*Add the following Subsection:*

#### 402-7 Payment.

Payment for adjusting of utility meters and pull boxes to grade located at sidewalks, driveways, alleyways, or curb ramps shall be considered included in the **contract unit price for various items**, and no additional compensation shall be allowed therefor.

Payment for COORDINATE UTILITY RELOCATION - WATER VALVE, COORDINATE UTILITY

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

RELOCATION - FIRE HYDRANT, and COORDINATE UTILITY RELOCATION - STORM DRAIN MANHOLE shall be at the contract **EACH (EA)** price and shall include full compensation for notification and coordination with the Utility Owners and no additional compensation shall be allowed therefor.

### SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

#### 403-1 GENERAL.

*Add the following:*

This work shall remove and adjust existing utility access covers, handholes, water valve covers, gas valve covers to finish grade.

Existing covers shall be carefully removed to avoid damage. Covers and frames that are damaged due to no fault of the Contractor can be replaced at no cost, or reimbursed. The Contractor shall coordinate with the owning utility for replacement materials. Water valve covers shall be lowered to remove obstructions from paved areas, if necessary, during cold milling and AC Repair work. All utility access shall be cleaned out after adjusting to grade. Water valves shall be raised to grade per standard detail. Other facilities shall be adjusted to grade by the owning facility, including Southern California Edison (SCE), Southern California Gas (So Cal Gas) and Verizon. Contractor to coordinate adjustments with all utilities.

Storm and sewer manholes, utility and valve covers of all materials and dimensions, shall be adjusted (lowered or raised) to grade in accordance with Section 403, "Manhole Adjustment and Reconstruction" of the Standard Specifications and the requirements of City of Redondo Beach as directed by the engineer.

When the Contractor discovers existing sewer manhole frame and covers that are damaged, broken, or otherwise unsuitable for reuse, the Contractor shall notify the Director of Public Works or his authorized representative immediately.

Manholes shall be raised or lowered to grade no more than **ten calendar (10) days** after the final pavement has been constructed on the project. Asphalt patching shall be completed within **three (3) calendar days** of raising manhole. All manhole covers shall be replaced in the original condition, with no AC residue, existing or new, remaining on the cover.

Contractor shall coordinate the adjustment of any vaults, manholes and utilities not owned by the City with the proper utility company, including Southern California Edison, Verizon, and Southern California Gas (So Cal Gas). Coordination work shall be considered incidental and no additional compensation shall be allowed therefor.

Damaged utility boxes shall be replaced in kind. The Contractor shall contact the appropriate utility agency to obtain replacement utility boxes and covers at no cost. In addition, the Contractor shall protect in place, repair, or replace curb drains as needed during construction.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

It is anticipated that various existing utility covers may be damaged during excavation of existing sidewalks and PCC pavement. The Contractor shall protect such facilities, but shall advise and procure sufficient replacement pullboxes as necessary from the facility owner. The Contractor shall place and set such pullboxes to grade as a part of the pavement price, at no additional cost to the City.

City sewer manhole covers shall be replaced with new covers to be provided by the City. Contractor to coordinate with City.

Traffic signal pull box to be replaced with traffic-rated pull box shall meet AASHTO HS-20 requirements.

### 403-5 PAYMENT.

*Replace this Subsection with the following:*

Payment for ADJUST GAS VALVE BOX AND COVER TO GRADE **[REVOCABLE BID ITEM]** shall be made per the contract **EACH (EA)** unit price. The contract unit price shall include furnishing all materials, equipment, labor, and incidentals for lowering utility valve box prior to milling, including utility notification and coordination, raising frame and covers to finished grade after paving, and no additional compensation shall be allowed therefor.

Payment for ADJUST WATER VALVE BOX AND COVER TO GRADE shall be made per the contract **EACH (EA)** unit price. The contract unit price shall include furnishing all materials, equipment, labor, and incidentals for lowering utility valve box prior to milling, including utility notification and coordination, raising frame and covers to finished grade after paving, and no additional compensation shall be allowed therefor.

Payment for ADJUST SANITARY SEWER MANHOLE FRAME AND COVER TO GRADE shall be made per the contract **EACH (EA)** unit price. The contract unit price shall include furnishing all materials, equipment, labor, and incidentals for lowering manhole prior to milling, installing a temporary traffic-rated lid, including utility notification and coordination, raising frame and covers to finished grade after paving, and no additional compensation shall be allowed therefor.

Payment for ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO GRADE shall be made per the contract **EACH (EA)** unit price. The contract unit price shall include furnishing all materials, equipment, labor, and incidentals for lowering manhole prior to milling, installing a temporary traffic-rated lid, including utility notification and coordination, raising frame and covers to finished grade after paving, and no additional compensation shall be allowed therefor.

Payment for ADJUST ELECTRICAL MANHOLE FRAME AND COVER TO GRADE **[REVOCABLE BID ITEM]** shall be made per the contract **EACH (EA)** unit price. The contract unit price shall include furnishing all materials, equipment, labor, and incidentals for lowering manhole prior to milling, installing a temporary traffic-rated lid, including utility notification and coordination, raising frame and covers to finished grade after paving, and no additional compensation shall be

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

allowed therefor.

Payment for ADJUST TELECOMM MANHOLE FRAME AND COVER TO GRADE **[REVOCABLE BID ITEM]** shall be made per the contract **EACH (EA)** unit price. The contract unit price shall include furnishing all materials, equipment, labor, and incidentals for lowering manhole prior to milling, installing a temporary traffic-rated lid, including utility notification and coordination, raising frame and covers to finished grade after paving, and no additional compensation shall be allowed therefor.

When the utility valve box adjustment is performed by the utility owner, no compensation shall be made to the Contractor.

### SECTION 404 – COLD MILLING

#### 404-1 GENERAL.

*Add the following:*

Cold milling shall be a constant depth cut for the various widths of cold millings called for on the plans. Cold milling shall conform to the details shown on the plans and these Special Provisions. The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

Cold milling shall not be performed more than **seven (7) calendar days** ahead of surface course paving.

All temporary striping required after cold milling operations shall be installed per City Standards. All required temporary striping and traffic control shall be considered paid for under the bid item for TRAFFIC CONTROL, and no additional compensation shall be allowed therefor.

All existing asphalt/slurry build up on the concrete gutter shall be removed and the cost shall be included in the unit price of cold milling, and no additional cost shall be allowed therefor.

Removal of all existing AC or slurry seal residue from gutter lip should be completed prior to paving. Diesel fuel shall not be used for cleaning purposes within the limits of this project.

Where vegetation exists on existing pavement surfaces, the vegetation should be removed to the outer edges of the existing pavement and the resultant area shall be treated with herbicide.

Where vegetation exists in cracks, the vegetation shall be removed and the cracks cleaned to a depth of two inches where practical. All cracks shall be cleaned, free of moisture, treated with herbicide and filled level to the surface with an asphalt-based crack filler.

The contractor shall adjust the edge of cold milling in alley ways  $\pm 6"$  away from edge of existing obstructions to avoid conflicts with metal fences, block walls, and concrete driveways.

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

### **GEOTEXTILE FABRIC**

The Contractor is advised that underlying geotextile reinforcement fabric material may be encountered during removals. When the fabric is present in the excavated material, the loads are to be hauled to specific landfills that accept the asphalt with the material.

### **404-2 MILLING MACHINES.**

*Add the following:*

The machine used for milling shall meet the following requirements:

The machine shall be capable of being operated at speeds from 0 to 40 feet per minute.

Where required, smaller machines shall be equipped with 12 inch minimum-width cutting drum mounted on a chassis allowing it to be positioned without interrupting traffic or pedestrian flow.

### **404-3 COLD MILLING TO SPECIFIED ELEVATIONS.**

*Add the following:*

Where shown on the Plans, cold milling shall include header milling and profile milling as necessary to provide the required grades and allow for a smooth pavement profile in preparation for asphalt concrete overlay paving. Milling limits shown on the plans are approximate. The Engineer may direct the Contractor to cold mill in other areas, as necessary for construction. Some adjustment of limits and depths will be necessary to accommodate paving requirements.

Header milling shall provide for a minimum of 10' of street length per inch of paving thickness (120H : 1V). Edge milling shall be along the edge of parking, or on lane lines. Milling shall be adjusted to conform to existing telephone and electrical vaults near the edge of the street, and as otherwise directed by the Engineer. After milling, the Contractor shall avoid placing heavy equipment or trucks on the reduced thickness pavement areas. The Contractor shall install AC overlay as soon as practicable after milling. Milled surfaces shall not be left unpaved over the weekend.

### **404-7 WORK SITE MAINTENANCE.**

*Add the following:*

During the milling operation, the Contractor shall sweep the entire street with mechanical equipment and remove all loosened material from Work site. The Contractor shall take all necessary measures to avoid dispersion of dust.

Contractor shall provide a complete and thorough motorized sweeping of cold milled areas immediately following cold milling, every third day thereafter, and the day of paving. Swept pavement shall be free of dust, dirt, vegetation, loose foreign matter, grease, oil or any other type of objectionable surface films.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

### **404-10 PAVEMENT TRANSITIONS.**

*Delete the entire Subsection and replace with the following:*

Structures and vertical joints within the cold-milled areas that are transverse to through traffic and greater than 1 inch in height shall be ramped with temporary asphalt concrete pavement. Ramps shall be constructed the same day as the existing pavement is cold milling and removed the same day and just prior to placement of permanent paving. Ramp dimensions and compaction shall be approved by the Engineer.

### **404-11 PAYMENT.**

*Delete the entire Subsection and replace with the following:*

Payment for COLD MILL EXISTING AC (2.0", 2.5" and 3.0" DEPTH) shall be per the Contract **SQUARE YARD (SY)** unit price and shall include the cost for all sawcutting and/or cold milling, removal of asphalt concrete, sweeping, haul away, disposal to facilitate the construction of proposed improvements, and temporary AC ramps, and no additional compensation shall be allowed therefor.

Payment for the hauling of loads containing geotextile fabric shall be incidental to bid items including removals, and no additional compensation shall be allowed therefor.

## PART 6 – TEMPORARY TRAFFIC CONTROL

### **SECTION 600 – ACCESS**

#### **600-2 VEHICULAR ACCESS.**

*Add the following:*

Safe and adequate vehicular access shall be provided and maintained to fire hydrants; commercial establishments and residential properties; parking lots; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Unless otherwise authorized, work shall be performed in only one-half the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour. Further restrictions may apply to busy and arterial streets. The Contractor shall submit a proposed construction phasing and traffic control plan for approval by the Engineer prior to commencing construction.

The Contractor shall be responsible to provide at least **72 hours** written notice to each affected property before closing or partially closing any driveway or pedestrian access.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

Unless the Contractor makes other arrangements satisfactory to the owners, the Contractor shall provide and maintain safe, adequate vehicular access to places of business, residential properties and public gathering as stated herein below:

- a) For each establishment (such as, but not limited to, gas stations, markets, and other "drive-in" business) on the corner of an intersection, which has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access to at least one driveway on each intersecting street insofar as the access is affected by the Contractor's operations.
- b) For each establishment (such as, but not limited to, motels, parking lots and garages) which has a one-way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to the entrance driveway and the exit driveway insofar as the access is affected by the Contractor's operations.
- c) The Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies and for delivery of mail.
- d) At least **three (3) calendar days** but no more than **1 week** prior to the actual work in any location, the Contractor shall distribute written notices to each affected property that will be impacted by the work. RENOTIFY each affected property if work has been postponed or rescheduled. The City will review and approve the notice prior to distribution.
- e) The Contractor shall provide a minimum 1-inch thick temporary asphalt surface for a curb ramp or sidewalk if it is not able to install the permanent improvement within 5 working days following the removal of the existing material at any location. The offset at any transverse or longitudinal joint shall not be more than one-half (1/2) inch. On the temporary asphalt surface: the running slope shall not exceed 1:20; the cross slope shall not exceed 1:50. The Contractor shall not be allowed any additional compensation for the installation and removal of temporary asphalt.
- f) The Contractor shall protect the work from traffic.

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.

All costs for the above requirements shall be included in the Contract unit price for TRAFFIC CONTROL (INCLUDING CONSTRUCTION SIGNS AND CMS), and no additional compensation shall be allowed therefor.

### **600-3 PEDESTRIAN ACCESS.**

*Add the following:*

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

The Contractor's operations shall cause no unnecessary inconvenience.

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

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

All costs for the above requirements shall be included in the Contract unit price for TRAFFIC CONTROL (INCLUDING CONSTRUCTION SIGNS AND CMS), and no additional compensation shall be allowed therefor.

### **SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES**

#### **601-1 GENERAL.**

*Add the following:*

The Contractor shall provide and maintain all construction area traffic controls in accordance with the Standard Specifications for Public Works Construction, the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTCD), and as noted herein.

*Add the following Subsection:*

#### **601-1.1 Payment**

Payment for TRAFFIC CONTROL (INCLUDING CONSTRUCTION SIGNS AND CMS) shall be at the Contract **LUMP SUM (LS)** price. The contract lump sum price shall include furnishing all materials, equipment, labor, and incidentals for providing safe traffic control, preparing, and implementing the traffic control plans during the project, public notification, preparation of a construction schedule, temporary striping, temporary asphalt concrete ramps, coordination with public agencies including necessary approval or permits, and no additional compensation shall be allowed therefor.

#### **601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP).**

*Add the following:*

The Contractor shall prepare and update a detailed traffic control plan as part of this project. Plans developed by the contractor shall be prepared by a Registered Civil or Traffic Engineer

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

and submitted to the Public Works Department for approval at least **ten (10) working days** prior to the beginning of the work. No work shall commence prior to approval of the traffic control plans by the Engineer. It shall be the Contractor's responsibility to immediately revise said Plan at the direction of the Engineer, and the Contractor hereby agrees that such changes shall not constitute a claim for extra work or additional costs.

The Contractor shall submit a legible, detailed TCP on one or more 24" x 36" reproducible plan sheets which shall clearly show and/or describe all proposed lights, warning signs, barricades, delineators, temporary lane markings, temporary traffic signals or signs, and any and all other facilities proposed to be installed. Said TCP shall show all lane closures, restrictions, tapers and other disruptions of normal traffic flow, including pedestrian and vehicular detours. A schedule and/or sequencing diagram shall be included. Said TCP may be drawn on a sepia or other transparent copy of the Plans.

*Add the following Subsections:*

### **601-2.3 Minimum Requirements for Maintaining Traffic Flow.**

The Contractor shall observe the following minimum requirements:

- a) Unless otherwise shown on the Traffic Control Plans, permitted by this Contract or authorized by the Engineer, all roadways, driveways, travel and turning lanes, sidewalks and curb ramps shall remain open at all times.
- b) The Contractor shall provide adequate steel plating to cover and protect a newly poured PCC cross gutter with spandrels and integral curb in order to allow traffic flow and not close a street. A minimum lane width of 14 feet shall be provided over the steel plating.
- c) At a minimum, the Contractor shall maintain one (1) ten (10) foot-wide lane open in each direction between the hours of 9:00 a.m. and 3:00 p.m. All travel lanes shall be kept open all other times.
- d) Any travel lane adjacent to the curb and within the work zone shall be, at a minimum, a twelve (12) foot-wide lane.
- e) Reduction in lane requirements may be afforded only with prior written approval from the Engineer.**
- f) Traffic signs, flaggers, warning devices, safety traffic devices and, on select streets, electronic arrow boards for diverting and directing traffic shall be furnished, installed and maintained by the Contractor throughout the project.
- g) The Contractor must provide access through the work zone in non-working hours by

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

means of temporary ramps. Open trenches shall either be covered by steel plates, or ramped with crushed miscellaneous base. No drop-off at either transverse or longitudinal joints shall be allowed at any time. Temporary ramps, including those for driveway access, shall be constructed with either crushed miscellaneous base or temporary asphalt, as appropriate, with a minimum of 1" to 12" slope in both longitudinal and transverse directions.

- h) The Contractor shall furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flaggers, while on duty and assigned to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the CA MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.
- i) Should the Contractor appear to be negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor, at his/her expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.
- j) Lanes shall be closed only during the hours specified in the plans and Special Provisions. No work that interferes with public traffic shall be performed except during the hours specified for lane closures in the following "Lane Requirements/Working Hours" section of these specifications.
- k) Existing traffic loop detector replacement shall be required as necessary such that no traffic signal loop is out of operation at the end of the work day on any given day. The cost for providing all temporary traffic signal loop detectors shall be absorbed into the various related items of work and no additional compensation will be allowed, this includes traffic signal loop detectors damaged by the contractor's operations not designated for replacement in the contract plans.
- l) Areas requiring base repairs shall be repaved and open for traffic at the end of the day.

### **601-2.4 Temporary Pavement Markings.**

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 Work site on all streets except any street closed to through traffic. These temporary markings shall be as follows:

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

Temporary lanelines and/or centerlines shall consist of day/night reflectorized raised pavement markers, approved by the Engineer, spaced approximately twenty-four (24) feet apart. A list of approved day/night reflectorized raised pavement markers may be obtained from the CITY.

Where approved by the Engineer, the Contractor may use reflectorized lines approximately twenty-four (24) inches long and four (4) inches wide, spaced approximately twenty-four (24) feet apart.

All work necessary to establish temporary pavement markers/delineation shall be performed by the Contractor. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied. Temporary pavement markers/delineation shall not be applied over existing pavement delineation or other temporary pavement delineation.

### **Lane Requirements/Working Hours:**

The Contractor shall conduct work and provide the necessary traffic control to provide the following:

There shall be a minimum of four (4) foot clearance from open excavations and two (2) foot from other obstructions (curbs, k-rail, etc). All lanes shall be open to traffic during non-working hours.

AC paving work in any one intersection shall be performed continuously until said work is complete. Work shall not be allowed to proceed on to a second intersection until said work is complete at the first intersection, nor shall any given intersection be subject to multiple separate "move-ins" that require lane closures and disruption to traffic. No two adjacent intersections shall be impacted by lane closures at the same time, regardless of the number of crews that the Contractor utilizes. Work by multiple crews at alternating intersections would be allowed.

The Contractor shall be required to use flashing arrow signs to direct travel and appropriate detour signing to control traffic through and/or around the construction area.

Work shall be permitted and only occur between the hours of 7:00 a.m. and 6:00 p.m. unless directed otherwise by the Owner's Representative. No work that involves lane closures shall take place before 9:00 a.m. or after 3:00 p.m. for the entire project. Prior to 9:00 a.m. or after 3:00 p.m., all lanes shall remain open to traffic.

### **NOTE:**

The Contractor may work on the City's alternating City Hall closed Fridays. The overtime construction inspection charges may be waived at the discretion of the Engineer. No work shall be allowed between December 24 and January 1.

The Contractor will not be allowed to excavate a larger quantity of area ("base repairs") than he can successfully repave in the same working day. No incomplete paving work will be allowed to remain during the hours designated as requiring "all" lanes open to traffic, except in specific

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

instances in which a minor amount of area can safely be covered by approved means with nonskid steel plates, capable of carrying HS20 (AASHTO) wheel loading, or patched with temporary AC to bring the excavation up to grade. Said temporary AC shall be ground down to permanent AC sub-grades and approved by the Engineer prior to placement of additional permanent AC.

Excavations of less than four (4) feet in width may be covered with non-skid steel plates capable of carrying HS20 wheel loading over the span of the excavation. Plates shall have a minimum width equal to the excavation width plus 24 inches and be securely fastened to the street surface. Asphalt fillets, a minimum of six (6) inches wide shall be placed around the perimeter of the plate. When traffic is transferred to any type of temporary pavement surface good driveability of the surfaces shall be maintained and shall be subject to approval by the Engineer prior to allowing traffic to be transferred upon it.

The Contractor shall also ensure that access to all side streets and driveways are maintained at all times. Work in front of or within driveways and side streets shall be conducted in a manner where at no time is access to property denied. Portions of driveway approaches that are not ready to be opened for traffic at the end of the workday shall be plated per the requirements noted in the previous paragraph. The Contractor shall use temporary AC surfacing at his own expense as required to maintain traffic in a safe non-disruptive manner

### **601-2.5 Temporary "No Parking" Signs.**

The Contractor is responsible to post "Temporary No Parking" signs and have inspected by Redondo Beach Police Department – Parking Enforcement a minimum of seventy-two (72) hours in advance of the first date of work and the required enforcement. Applications to post temporary no parking signs for a construction tow-away zone must be completed and submitted to: Redondo Beach Police Department - Parking Enforcement, 415 Diamond Street, Door 2, Redondo Beach, CA 90277, or emailed to: [lorraine.ahumada@redondo.org](mailto:lorraine.ahumada@redondo.org), at least 72 hours in advance. For inspection and enforcement of signs, including towing, please call RBPDP – Parking Enforcement at (310) 318-0617, between the hours of 7:30 a.m. and 5:30 p.m. Monday through Friday (closed alternating Fridays), or if after hours, call RBPDP Dispatch at (310) 379-5411.

If work is to begin on either a Monday or Tuesday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to temporarily restrict parking 24 hours/day then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch-high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of the street. Signs shall not be posted on trees, traffic signal poles, utility poles, streetlights, or any other street furniture.

Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

approved material. All signs shall be maintained by the Contractor and kept free of graffiti. Any sign that becomes illegible or is removed shall be replaced within twenty-four (24) hours. The Contractor shall only be permitted to restrict parking for the minimum time necessary to complete on-going work. The Contractor shall be responsible to remove and repost "Temporary No Parking" signs when work will be delayed for more than **five (5) consecutive days**, or if the work must go beyond the end date shown on the signs, or otherwise directed by the Engineer.

The Contractor shall maintain said signs through the day of work, and shall remove all of said signs on or within **one (1) calendar day** of the completion of work within the restricted parking area.

Full compensation for submitting application to post temporary signs, adhering to posting guidelines, furnishing, placing, maintaining and removing temporary signs shall be considered as included in the Contract Unit price for TRAFFIC CONTROL (INCLUDING SIGNS AND CMS), and no additional compensation allowed therefor.

### **601-2.6 Steel Plate Covers.**

*Replace the entire Subsection with the following:*

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal cannot be properly complete within a workday, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

- 1) Steel plate used for bridging shall extend a minimum of 12-inches beyond the edges of the trench.
- 2) Steel plate bridging shall be installed to operate with minimum noise.
- 3) The trench shall be adequately shored to support the bridging and traffic loads
- 4) Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
- 5) Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

Steel plate bridging and shoring shall be installed using the following Method:

#### **Method** (For speeds 45 mph or less)

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled 2-inches into the pavement. Subsequent plates are butted to each other. Fine grade asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum 12- inches taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry or an equivalent slurry that is satisfactory to the City.

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

The Contractor shall be responsible for maintenance of the steel plates, shoring and asphalt concrete ramps.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading).

<u>Trench Width</u>	<u>Minimum Plate Thickness</u>
10"	1/2"
1'-11"	3/4"
2'-7"	7/8"
3'-5"	1"
5'-3"	1 1/4"

For spans greater the 5'-3" a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right-of-way whether used in or out of the travel way shall be without deformation. Steel plates shall be non-skid. Advanced signs shall be required for steel plates within traveled ways (Rough Road sign (W33) per Caltrans requirements).

*Add the following Subsection:*

### **601-2.7 Street Closures, Detours, Barricades.**

In addition to the requirements of this subsection, the Contractor shall conform to the requirements for street closures, detours, and barricades as stipulated in the Special Provisions. However, deviations from the requirements stipulated in the Special Provisions may be permitted upon written approval of the Public Works Director when such deviations are in the best interest of the City.

The Contractor shall notify the Engineer at least **ten (10) working days** in advance of closing or partially closing any street or alley and comply with their requirements.

It shall be the Contractor's responsibility to allow passage of the Transit System coaches through the construction area at all times.

The Contractor shall immediately notify the above parties upon completion of the construction work and opening or reopening of any street or alley.

The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other devices necessary to control traffic as specified in the project plans and these specifications. 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

## Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4

satisfaction of the Engineer.

Where streets in which improvements are being constructed are specified hereinafter to be closed to through traffic, it shall be understood that such closures shall apply only to the portions of such streets where construction is actually in progress.

After award of the contract, the Contractor shall submit to the City its proposed Traffic Control Plan as required by the Special Provisions and to comply with the requirements specified herein. This submittal shall be made sufficiently in advance (street closure schedules **MUST** be submitted **ten (10) working days** prior to closing the affected street) of any rerouting or diversion of traffic by the Contractor to allow for a review of the Contractor's proposed traffic control by the Public Works Director.

The Contractor shall submit to the Engineer detailed plans prepared by a Registered Civil Engineer of all temporary bridges proposed for use on this project. This includes bridges which may have been used on previous projects. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering "signs" as set forth in the Traffic Manual published by the California Department of Transportation. The Contractor shall allow **fifteen (15) working days** for approval by the Engineer. The drawings shall indicate specific locations where the bridge is to be used. Bridges shall not be installed until such time as written approval is obtained from, and the bridge is inspected by, the Engineer.

This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required, except as modified hereinafter or within the Special Provisions.

In addition, the Contractor shall comply with directions from the Engineer to provide protection at excavations, trenches and/or other potentially hazardous construction areas. The Contractor shall be required to erect temporary railing (Type K) per Caltrans Standard Plan T3, five-foot high chain link fences, or equivalent protection, to completely enclose all open excavations over three feet (3') in depth. Fencing shall be approved by the Engineer and provide adequate security. Fencing may be removed during working hours to the extent necessary to provide access and working room, in which case the Contractor shall provide equivalent security, to the satisfaction of the Engineer, during said periods. Any excavation not secured to the satisfaction of the Engineer shall be completely backfilled prior to the end of each day's construction activities. The Engineer may require additional security devices, lighting or other protection in addition to said fencing. Full compensation for furnishing, placing and removing temporary protection shall be considered as included in the price for the various items of work.

*Add the following Subsections:*

### **601-3.8 PROJECT CONSTRUCTION SIGNS.**

Per Article 1.11 Signs of these General Conditions, the Contractor shall furnish and install two Project Construction Signs.

## **601-7 PORTABLE CHANGEABLE MESSAGE SIGNS.**

The Contractor shall furnish and install two (2) Portable Changeable Message signs (PCMS) on the construction site for use and relocation during construction. PCMS shall be in place two (2) weeks prior to start of construction. The City will allow only the following PCMS manufacturers and models or an approved equal:

- 1) Manufactured by **Solar Tech** and be model MB2
- 2) Manufactured by **ADDCO** and be model DH500-ALS
- 3) Manufactured by **WANCO** and be model WVT3 Mini Three-Line Message

The Contractor shall install a locking device on each PCMS to prohibit access to the computer keyboard. The Contractor shall provide to the Engineer the key or combination to each locking device and the computer password to each PCMS or possess any equipment, on any working day, to enter or modify a message for each PCMS as directed by the Engineer. Contractor shall relocate each PCMS as directed by Engineer at no additional cost to the City.

The Engineer will determine the exact message wording and location. The Contractor may be required to update the changeable message daily, depending on the type of work performed. The Contractor shall be responsible for maintaining, relocating, programming, and re-programming Changeable Message Signs as specified and as directed by the Engineer.

### **601-7.1 Payment.**

Full compensation for furnishing, installing, maintaining, entering/modifying message screens, relocation on the job site and removal shall be considered included in the Contract **LUMP SUM (LS)** price for TRAFFIC CONTROL (INCLUDING SIGNS AND CMS). If the Contractor does not possess the equipment or tools, or fails on any working day, to enter or modify a message for a PCMS, the Engineer may deduct \$50 per day, per each PCMS, from a Progress Payment until said message is entered or modified.

## **PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS**

*Delete the entire Section and add the following:*

### **700-1 Traffic Signal Loop Detectors.**

Contractor shall install Caltrans Type D (double diagonal) inductive loop detectors adjacent to intersections, and otherwise Type E, as shown per plan and in accordance with Subsection 307-4.9, "Vehicle Detectors," of the Standard Specifications and Caltrans Standard Plan No. ES-5A and ES- 5B, except as modified or supplemented herein. Loop detectors shall have 6' diameter.

Loop detector sealant shall consist of hot melt rubber asphalt sealant, in accordance with 86-5.01A (5), "Installation Details," of the Caltrans Standard Specifications.

## **Special Provisions – Residential St Rehabilitation, Cycle 2, Phase 4**

Existing loop leads shall be disconnected at the termination pull boxes prior to construction operations. New loop detectors shall be spliced to existing DLC's. 2" steel conduits are to be installed or replaced as shown on plans.

### **700-1.1 Maintain Traffic Signals**

Existing traffic signals or approved temporary replacements shall be kept in effective operation for the benefit of the traveling public during the process of the work, except when shutdown is permitted, to allow for alterations of the system. The traffic signal shutdowns shall be limited to normal working hours or shall be as specified in the Special Provisions. The Contractor shall notify the Engineer prior to performing any work on existing systems.

The Contractor shall notify the Engineer and local traffic enforcement agency a minimum of one week, and 24 hours, prior to any operational shutdown of a traffic signal.

All installation and maintenance of temporary traffic signals shall be the responsibility of the Contractor, and furnished and installed as required to maintain safe and acceptable traffic conditions.

## **PART 8 – LANDSCAPING AND IRRIGATION**

*NOT USED.*

## **APPENDIX I**

### **TEMPORARY NO PARKING SIGN GUIDELINES**

CITY OF REDONDO BEACH  
**TEMPORARY NO PARKING SIGNS  
RULES AND POSTING GUIDELINES**



Applications to post temporary no parking signs for a construction tow-away zone must be completed and submitted to:  
**Redondo Beach Police Department - Parking Enforcement, 415 Diamond Street, Door 2, Redondo Beach, CA 90277**  
or emailed to [debra.langsdale@redondo.org](mailto:debra.langsdale@redondo.org) and [lorraine.ahumada@redondo.org](mailto:lorraine.ahumada@redondo.org), **at least 72 hours in advance.**

Please adhere to the following posting guidelines:

- Temporary no parking signs must be posted by the permittee - Parking Enforcement a minimum of 72 hours before the date and time they are to take effect per CVC 22651(l). **If the signs are not inspected at least 72 hours prior, they CANNOT be enforced.** If the days, dates, or times change after RBPd inspection, you must repost the signs, then call RBPd to request re-inspection of the signs a minimum of 72 hours in advance of the changed schedule.
- In block capital letters, a minimum of 1 inch high, **clearly** print the effective day(s), date(s), and hours on each sign that is posted. See chart below for examples of formatting.

Duration	Examples of Language
1 day, 24 hours	TUESDAY 9/12/17 24 HOURS
Multiple days, 24 hours	MON thru FRI 9/11/17 thru 9/15/17 24 HOURS
1 day, specific times	TUESDAY 9/12/17 7 AM – 6 PM
Multiple days, specific times	MON thru FRI 9/11/17 thru 9/15/17 8 AM – 6 PM
Multiple days, multiple times	MON thru FRI 9/11/17 thru 9/15/17 8 AM – 6 PM SAT 9/16/17 10AM – 2PM

- The engineering permit number must be written in black on the front of each sign posted.
- Signs SHALL NOT cover or obscure existing signs or parking meter heads.
- Signs must be unobstructed and clearly visible by drivers on the street.
- **If you are posting in an area with parking meters, you will be responsible for the lost revenue and need to contact parking enforcement ASAP at (310) 318-0611 or you will be subject to citation.**
- Post the temporary no parking signs:
  - Facing oncoming traffic, directly below all existing signage, and at a 45 degree angle to the street.
  - Fastened at both top and bottom of the sign.
- Permittee is responsible for the daily inspection of signs for the duration of the project to ensure signs have not been altered or removed and that they are compliant with RBPd posting guidelines. **Daily inspection information and photos MUST be emailed to [debra.langsdale@redondo.org](mailto:debra.langsdale@redondo.org) and [lorraine.ahumada@redondo.org](mailto:lorraine.ahumada@redondo.org).**
- All temporary no parking signs must be removed upon completion of the project or expiration of the signs, whichever comes first, by the permittee.

**For enforcement please call RBPd – Parking Enforcement at (310) 318-0611 between the hours of 7:30AM and 4PM  
Monday through Friday (closed alternating Fridays), or if after hours, call RBPd Dispatch at (310) 379-5411**

CITY OF REDONDO BEACH  
**TEMPORARY NO PARKING SIGNS APPROVAL FORM**



PLEASE PRINT

**BUSINESS INFORMATION**

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City and State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**JOB SITE INFORMATION**

Job Location: \_\_\_\_\_ Request Date: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_  
Time Frame of Project: \_\_\_\_\_ Building Permit #: \_\_\_\_\_  
Days and Times: \_\_\_\_\_ Engineering Permit #: \_\_\_\_\_

**INSPECTION OF SIGNS BY CONTRACTOR**

Please email this form and time-stamped photos of posted signs **DAILY** to: [debra.langsdale@redondo.org](mailto:debra.langsdale@redondo.org) and [lorraine.ahumada@redondo.org](mailto:lorraine.ahumada@redondo.org)

Date Inspected	Time Inspected	By signing here, you affirm that the information provided is true and correct Employee Name/Title	# of Signs	Photos Emailed
		PRINT: _____		
		SIGN: _____		
		PRINT: _____		
		SIGN: _____		
		PRINT: _____		
		SIGN: _____		
		PRINT: _____		
		SIGN: _____		
		PRINT: _____		
		SIGN: _____		

\*\* OFFICE USE ONLY \*\*

**INITIAL INSPECTION OF SIGNS BY CITY**

Date Inspected	Time Inspected	Employee Name/Serial #	# of Signs	Sign Content

## APPENDIX II

### CENTERLINE TIES AND BENCHMARK INFORMATION

City Centerline Tie Information can be downloaded from the following website:

<https://redondobeachgis.maps.arcgis.com/apps/webappviewer/index.html?id=a890a64570074922acbd66ee294b9b83>

## APPENDIX III

### **POST MOUNTED STREET NAME SIGN STANDARD**



## REDONDO BEACH

Background Color: **Hex 41602D**  
**(CMYK 32, 0, 53, 62; RGB 65, 96, 45)**  
Letter/Graphic Colors: White

Logo Size: 7"Ø or similar to leave gap for side-mount  
Street Name Letter Height: 4"  
City Name Wordmark Height: 1"  
Street Prefix/Suffix and Block Number Height: 2"

Sign material shall be double-sided flat blade style,  
1" radius rounded/filletted corner.  
Sign shall be retroreflective.



Min. 30" width  
Sign shall be sized accordingly to street  
name. Street names over 7 characters  
should use longer sign, such as 36" or 42".

## Post-Mounted Street Name Sign Standard 9.2024

Street Name, Street Prefix/Suffix, and Block Number Font:  
**FHWA Series D**

Logo and City name wordmark files will be provided  
(EPS/PDF/AI)

Street name has initial capital, street prefix/suffix is all caps:  
ST, BL, AV, DR, LN, HWY, CT, WY, CIR, etc.  
2-letter suffix preferred

North-South streets with directional prefix (e.g. N Francisco, S  
Francisca) shall put corresponding directional letter in the  
block number (e.g. 100S, 400N)

Other Examples: Avenue H, Vista del Mar, <sup>CAMINO</sup> de la Costa,  
<sub>AV</sub> del Norte, <sup>VIA</sup> Valencia, 190<sub>th</sub>

9" TYP

1" radius filletted edge