City of Hermosa Beach



Information Item

DATE:	Wednesday March 13, 2019
TO:	Honorable Mayor and Members of the City Council
FROM:	Lucho Rodriguez, P.E., Acting Director of Public Works/City Engineer
SUBJECT:	CIP 14-173 8th Street Improvements Project Bidding

#### Executive Summary

Staff has received the final design plans from the City's engineering consultant, reviewed the documents (plans, specs, and estimates), and is ready to release the bid specifications to receive bids for the construction of the 8th Street Improvement Project.

#### **Background**

The 8th Street Improvement Project, Capital Improvement Project 14-173 covers 8th Street between Hermosa Avenue and Valley Drive. 8<sup>th</sup> Street is an East-West roadway with one lane in each direction. It has on-street parking and provides connectivity from Pacific Coast Highway to the beach area. It is one of five connector streets/paths within city limits that provides such connectivity.

The project consists of upgrading sidewalks on both sides of the street to provide a continuous path of travel consistent and in compliance with the Americans with Disabilities Act (ADA). The project will bring sidewalks, curb ramps and driveways current to ADA standards.

The existing street has several discontinuous sections of sidewalk and sections where the abutting residences encroach onto City right-of-way. There are segments where the accessible width is less than the minimum ADA requirement (36 inches; and 32 inches over 2 feet for constrictions more recognized as "pinch points") due to obstructions including residential walls, landscaping, patio improvements, as well as power poles and utility cabinets. Most of the existing corner curb ramps are not compliant with ADA standards and there are some locations where no curb ramps exist. The width of the public right-of-way between Hermosa Avenue to Loma Drive is 60 feet from property line; between Loma Drive and Valley Drive it narrows to 40 feet.

At the November 13, 2018 City Council meeting, Council provided direction to staff to complete the design phase of the project which included preparing the final design plans and construction bid documents (plans, specs and estimates). Staff also conducted a final project walk-through/field review meeting on December 19, 2018 with 8<sup>th</sup> street residents. This walk-through/field review meeting was attended by 11

City of Hermosa Beach



Information Item

residents and overall provided those interested with a better insight of the project details.

The final plans and construction documents have been completed and the project is ready to be advertised. This information item is intended to provide City Council a copy of the final plans, specifications, and contract documents for the project to expedite the construction phase.

The construction of this project will include approximately 1,400 linear feet on each side of the street and the surrounding streetscape encompassing 10 cross streets along the 8<sup>th</sup> Street corridor. During construction, traffic control will be placed to provide a safe path for pedestrian travel at all times.

The designers were able to maintain the 48-inch sidewalk clearance at all locations through the project with exception of 558 8<sup>th</sup> Street, at the corner of 8<sup>th</sup> Street and Valley Drive, where a utility pole narrows the sidewalk clearance to 32 inches. The issue was going to be resolved by the property owner vacating a 1-foot strip of property to the City, which the property owner had initially agreed to verbally, but ultimately decided not to grant. Nevertheless, the portion of sidewalk at this location is still ADA permitted, making the project fully ADA compliant on both sides of the street from Valley Drive to Hermosa Avenue. The project duration is 50 working days, or approximately 10 weeks.

#### Next Steps

The plans, specifications, and construction documents are attached for your information.

**Project Schedule:** Below is the estimated schedule milestones for the construction phases of the project.

AdvertisingMarch 14, 2019 – March 21, 2019Pre-bid Job walkMarch 26, 2019Bid Due DateApril 04, 2019Contract AwardApril 23, 2019Begin ConstructionMay 2019End of ConstructionJuly 2019

#### Fiscal Impact

The revised preliminary cost estimates and approved budgeted amounts for the project are listed below:

The current funded project balance is \$1,003,796.90. The current engineer's estimate is \$786,000 (including contingency) though exact construction costs will not be final until bids are received.

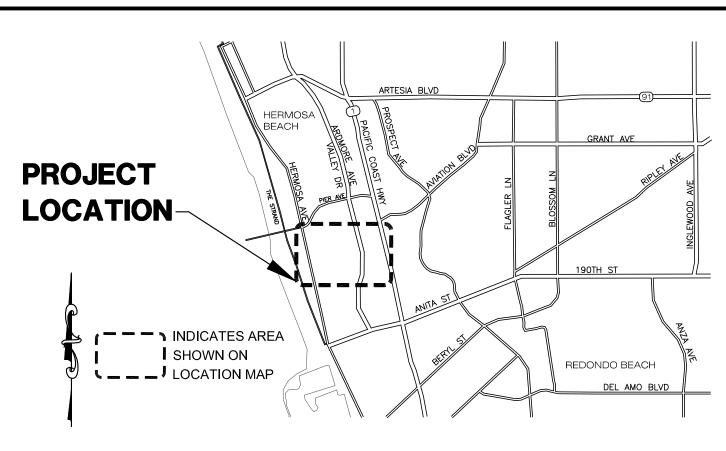


City of Hermosa Beach

Information Item

#### **Attachments**

- 1. Final plans
- 2. Specifications
- 3. Contract documents



## **GENERAL NOTES:**

VICINITY MAP N.T.S.

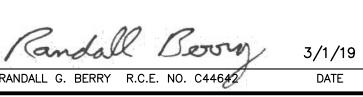
- I. CONSTRUCTION WORK HOURS ARE LIMITED TO 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY. WORK PROHIBITED ON SATURDAYS, SUNDAYS AND NATIONAL HOLIDAYS.
- 2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THESE PLANS, THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK"), AND CITY OF HERMOSA BEACH PUBLIC WORKS STANDARD PLANS.
- 3. ALL WORK DONE WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE BY A LICENSED CONTRACTOR WITH A CLASS A, C-12 OR C-34 LICENSE FOR ALL TRENCHING AND PAVING OR A CLASS C-08 LICENSE FOR ALL CONCRETE WORK.
- 4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS. PUBLIC WORKS TEMPORARY ENCROACHMENT PERMITS ARE REQUIRED FOR ANY SCAFFOLDING, UTILITY TRENCHING, LUMBER DROPS, CRANES, DUMPSTERS, ETC. ON PUBLIC PROPERTY. THE PUBLIC WORKS PERMIT MUST BE ON THE JOB SITE AND AVAILABLE FOR REVIEW BY CITY OFFICIALS AT ALL TIMES. IF ANY WORK HAS BEGUN BEFORE OBTAINING A PERMIT, THE JOB WILL BE STOPPED UNTIL THE PERMIT IS OBTAINED.
- 5. ALL CONTRACTORS WORKING ON PUBLIC WORKS PROJECTS MUST HAVE A CURRENT CITY OF HERMOSA BEACH BUSINESS LICENSE.
- 6. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (USA) AT 811 TWO WORKING DAYS BEFORE PERFORMING EXCAVATION TO LOCATE EXISTING UTILITIES. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES THAT A DIGALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID.
- 7. ALL EXCAVATIONS SHALL BE BACKFILLED AT THE END OF EACH WORKING DAY AND ROADS OPENED TO VEHICULAR TRAFFIC UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER OR AUTHORIZED REPRESENTATIVE.
- 8. ALL FORMS AND COMPACTION SHALL BE INSPECTED PRIOR TO ANY CONCRETE POUR OR ASPHALT BEING PLACED.
- 9. ALL SURVEY POINTS SHALL BE PROTECTED OR RE-ESTABLISHED IF THEY ARE REMOVED OR DESTROYED DURING CONSTRUCTION WITHIN 30 DAYS OF COMPLETED WORK
- 10. THE CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL, DUST CONTROL, AND TEMPORARY DRAINAGE CONTROL AT ALL TIMES.
- 11. ALL CONSTRUCTION TO BE IN CONFORMANCE WITH THE REGULATIONS OF CAL-OSHA.
- 12. ALL STREET CLOSURES REQUIRE A TRAFFIC CONTROL PLAN TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION. ALL TRAFFIC CONTROL SHALL BE PER THE LATEST EDITION WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH) MANUAL. STREET CLOSURES APPROVED BY THE CITY ENGINEER WILL REQUIRE A MINIMUM OF 48 HOUR NOTICE TO BE POSTED AND DISTRIBUTED WITH PROPER DOOR-HANGERS TO ALL RESIDENCES ON SAME BLOCK. THE CONTRACTOR SHALL ALSO NOTIFY THE DISPATCH CENTER FOR HERMOSA BEACH POLICE AND FIRE DEPARTMENTS AT (310) 524-2750 OF ANY CLOSURES OR RESTRICTIONS IN ACCESS.
- 13. GRAFFITI IN FRESHLY POURED CONCRETE SHALL BE REMOVED BY WHATEVER MEANS NECESSARY UP TO AND INCLUDING REMOVAL AND REPLACEMENT.
- 14. ANY ASPHALT OR CONCRETE PAVEMENT WITHIN THE PROJECT LIMITS THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED TO MEET CURRENT CITY STANDARDS.
- 15. ANY PUBLIC PROPERTY DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND OR BETTER TO THE SATISFACTION OF THE CITY PUBLIC WORKS INSPECTOR. THE CITY SHALL AT ITS DISCRETION, AND IN THE INTEREST OF PUBLIC SAFETY, MAKE ANY REPAIRS DEEMED NECESSARY; THE COST OF WHICH WILL BE DEDUCTED FROM THE DEPOSIT HELD BY THE CITY.
- 16. ALL EXISTING PAVEMENT TO BE REMOVED SHALL BE SAW-CUT OR WHEEL-CUT AND REMOVED TO CLEAN STRAIGHT LINES.
- 17. AT ALL LOCATIONS WHERE NEW PAVEMENT JOINS EXISTING, THE EXISTING PAVEMENT SHALL BE COATED WITH AN ASPHALTIC EMULSION.
- 18. BACKFILL OF TRENCHES SHALL BE DONE IN LIFTS OF NO MORE THAN 8-INCHES WITH WATER AND APPROPRIATE COMPACTION TOOLS USED BETWEEN EACH LIFT. ONE SACK SLURRY MIX CAN BE USED IN PLACE OF NATIVE SOIL. AFTER BACKFILLING THE TRENCH, A TEMPORARY ASPHALT PATCH SHALL BE PLACED OVER THE TRENCH AND REMAIN FOR NO MORE THAN TWO WEEKS. THE FINAL PATCH SHALL BE A MINIMUM OF 5" THICK OR 1" THICKER THAN THE EXISTING PAVEMENT.



NO. C44642

PLANS PREPARED BY:





- 19. THE FINAL PATCH IN ASPHALT STREETS SHALL BE DONE IN TWO LIFTS, A BASE OF 3" MINIMUM 3/4" AGGREGATE AND A TOP LIFT OF 2" OF 3/8" AGGREGATE. ALL EDGES OF THE CUT ASPHALT TO BE TACKED THOROUGHLY AND THE PATCH COMPACTED BY MECHANICAL MEANS TO A HEIGHT SLIGHTLY HIGHER THAN THE EXISTING ASPHALT AND ALL EDGES TO BE TACKED.
- 20. THE FINAL PATCH ON CONCRETE STREETS TO BE CLASS 3500 P.S.I (7 SACK), ALL JOINS WITH EXISTING CONCRETE PAVEMENT ARE TO BE DRILLED TWO AND ONE HALF INCHES (2 ½") BELOW THE SURFACE TO A DEPTH OF 6" MINIMUM AND DOWELED WITH #5 REBAR ON 18" SPACING. FINISH TO MATCH EXISTING OR MEDIUM BROOM FINISH.
- 21. ALL UTILITY BOXES ARE TO BE ADJUSTED TO THE NEW GRADE. DAMAGED BOXES SHALL BE REPLACED. KEEP ALL UTILITY BOXES OUT OF DRAINAGE FLOW LINES, CURB RETURNS, DRIVEWAY APPROACHES AND CURB RAMPS, UNLESS APPROVED BY THE CITY ENGINEER OR AUTHORIZED REPRESENTATIVE.
- 22. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES ARE SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS ACCORDING TO THE RECORDS AND INFORMATION AVAILABLE. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITIES OR STRUCTURES NOT KNOWN TO THE CITY OR IN A LOCATION DIFFERENT FROM THAT SHOWN. THE CONTRACTOR IS REQUIRED TO ASCERTAIN THE LOCATION OF ALL UNDERGROUND UTILITY STRUCTURES AND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH STRUCTURES AND FACILITIES, INCLUDING THOSE NOT SHOWN, OR INTERFERE WITH THEIR SERVICE, AND TO TAKE SUCH PRECAUTIONARY MEASURES IN THE COURSE OF SAID WORK TO PREVENT SUCH DAMAGE OR INTERFERENCE.

## UTILITY LIST

<u>UTILITY:</u>	CONTACT PERSON:	<u>PHON</u>
AT&T-DISTRIBUTION	MEREDITH HOUSTON	(310)
AT&T-TCA	MARIA GUZMAN	(213)
ATHENS SERVICES (STREET SWEEPING & REFUSE)	. JOHNNIE PERKINS	(888)
CALIFORNIA WATER SERVICE	ROB OLSEN	0:(310)
(WATER SYSTEM)		C:(310)
LA COUNTY PUBLIC WORKS	FRANK WU	0:(626)
(FLOOD CONTROL DISTRICT)		
LA COUNTY SANITATION DISTRICT	ENGINEERING COUNTER	0:(562)
SOUTHERN CALIFORNIA GAS	. TONY CANTARINI	(310)
SOUTHERN CALIFORNIA EDISON	. RYAN BARFIELD	(310)
TIME WARNER CABLE	. DWIGHT RICHARDSON	(310)
FRONTIER (VERIZON)	DEAN BOYERS	(972)
	DAN HAYES	(310)
WEST BASIN MUNICIPAL WATER	FRANK FUCHS	(310)

## BASIS OF BEARING

HORIZONTAL DATUM: NAD-83(NSRS 2007) EPOCH: 2011.00 PROJECTION: CCS-83 ZONE: V UNITS: US SURVEY FEET(US FT) COMBINED GRID FACTOR: 1.00004454 CALCULATED AT: CP-207 NORTHING 1771587.96 US FT, EASTING 6441295.38 US FT, ELEVATION 67.99 US FT MAPPING ANGLE: -00°13'34" CALCULATED AT: CP-207 NORTHING 1771587.96 US FT, EASTING 6441295.38 US FT

## ABBREVIATIONS

DISTRICT

VER (200 BEN	BO BOW C&G € CATV CB CD CONC C.N. CWS CH MARK: TICAL DATUM 05 ADJUSTMI CH MARK: Y /ATION: 15.7	ENT) /10908	GB LADPW LD MOD NTS PCC PP PROP PVMT	GRADE BREAK LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS LOCAL DEPRESSION MODIFIED NOT TO SCALE PORTLAND CEMENT CONCRETE POWER POLE PROPOSED PAVEMENT REVISIONS DESCRIPTION APP DATE	SMH STA. STD TS TRM TYP WV WLY WMH	SEWER MANHOLE STATION STANDARD TRAFFIC SIGNAL TREATED PERMEABLE MAT TYPICAL WATER VALVE WESTERLY WATER MANHOLE	E E C C T P U I	<ul> <li>BENCH</li> <li>CABLE TV PU</li> <li>CATCH BASIN</li> <li>CURB DRAIN</li> <li>ELECTRIC MAN</li> <li>ELECTRICAL F</li> <li>FIRE HYDRAN</li> <li>GAS METER</li> </ul>	MANHOLE NHOLE PULLBOX T		SEWER C SIGN STREET L STREET L E R N K S	METER POLE Y SEWER M LEANOUT LIGHT LIGHT POW	er pole S A E P A		STOP STOR TELEF TELEF TELEF TRAS	ET LIGHT LEGEND M DRAIN PHONE M PHONE F H CAN C H E N
		_			A C					DATE	 DIRECT	OR OF PUI	BLIC WORKS	S/CITY EN	GINEER	D

VERTICAL DATUM: NAVD88-LOS ANGELES	No.	DESCRIPTION
(2005 ADJUSTMENT) BENCH MARK: Y10908		
ELEVATION: 15.794'		

# **CITY OF HERMOSA BEACH** STREET IMPROVEMENT PLANS FOR **8TH STREET** FROM HERMOSA AVENUE TO VALLEY DRIVE C.I.P. No. 14-173 9TH ST 11TH ST

WATER QUALITY REQUIREMENTS: <u>IE NO.:</u>

10TH ST

- 515-4376 787-9996 336-6100 2. 257-1400
- 420-7571
- 908-4288 EXT 1205 605-4190 783–9340 750–9130
- 729-6322 793–4159 ) 220–5475

PRECAUTIONS SHALL BE TAKEN TO PREVENT ANY CONSTRUCTION MATERIAL DEBRIS OR RUNOFF FROM ENTERING ANY COUNTY STORM DRAIN. ALL SAW CUT RESIDUE MUST BE RETAINED WITH BERMS OR SANDBAGS AND VACUUMED TO PREVENT IT FROM ENTERING INTO ANY STORM DRAIN SYSTEM.

LOCATION MAP

N.T.S.

PROJECT LOCATION

- SANDBAGS ARE REQUIRED FOR EROSION CONTROL DURING THE RAINY SEASON, OCTOBER 15TH THROUGH APRIL 15TH, AND MAY BE REQUIRED AT OTHER TIMES. SANDBAGS ARE REQUIRED AT NEARBY CATCH BASINS DURING CONSTRUCTION. SANDBAGS SHALL BE MAINTAINED AND IN GOOD CONDITION AT ALL TIMES.
- 458–4358 3. BROKEN PAVEMENT SHALL NOT COME IN CONTACT WITH RAINFALL OR RUNOFF. 4. VACUUM ALL SAWCUT SLURRY DUST AND REMOVE FROM THE SITE. FOR DISPOSAL INFORMATION CONTACT THE L.A. COUNTY DEPARTMENT OF PUBLIC
  - WORKS AT 800-552-5218. 5. COVER STORM DRAIN OPENINGS DURING SAW-CUTTING.
    - JOB SAFETY REQUIREMENTS:
    - PROPER BARRICADES SHALL BE PLACED AROUND ANY CONSTRUCTION SITE WITHIN THE PUBLIC RIGHT-OF-WAY. THESE BARRICADES SHALL COMPLY WITH THE REQUIREMENTS OF THE LATEST EDITION WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH) MANUAL.
    - 2. ALL CONSTRUCTION FENCING SHALL BE BEHIND THE BACK OF 5. SIDEWALK AND ALL CONSTRUCTION MATERIAL WITHOUT PERMITS ARE TO BE BEHIND THE FENCE. SIDEWALKS ARE TO BE ACCESSIBLE TO PEDESTRIANS, EXCEPT WITH CITY APPROVAL DURING SIDEWALK CONSTRUCTION.
  - 3. NO CONSTRUCTION EQUIPMENT, CONSTRUCTION MATERIAL, PORTABLE TOILETS. DUMPSTERS, ETC. SHALL BE LEFT ON THE PUBLIC RIGHT-OF-WAY WITHOUT PROPER PERMITS. THESE OBSTRUCTIONS MUST HAVE PROPER BARRICADES WITH FLASHING YELLOW LIGHTS AFTER DARK.

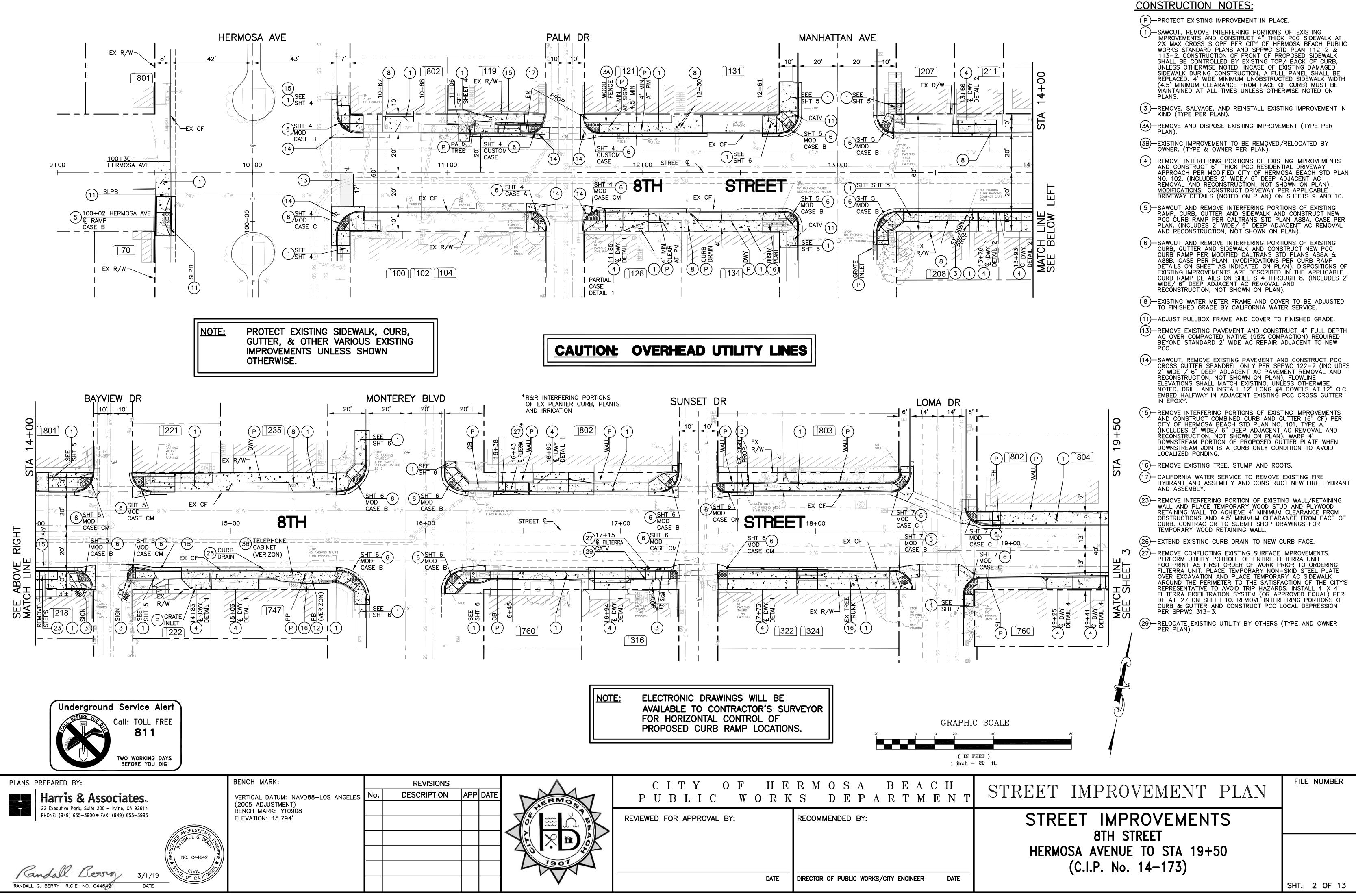
- 6. DURING CONSTRUCTION:
  - A. PROTECT CATCH BASINS AND MAINTENANCE ACCESS HOLES WHEN APPLYING SEAL COAT, SLURRY SEAL, FOG SEAL, ETC.
  - B. USE CHECK DAMS, DITCHES OR BERMS TO DIVERT RUNOFF AROUND EXCAVATIONS.
  - C. COLLECT AND RECYCLE EXCESS GRAVEL OR SAND.

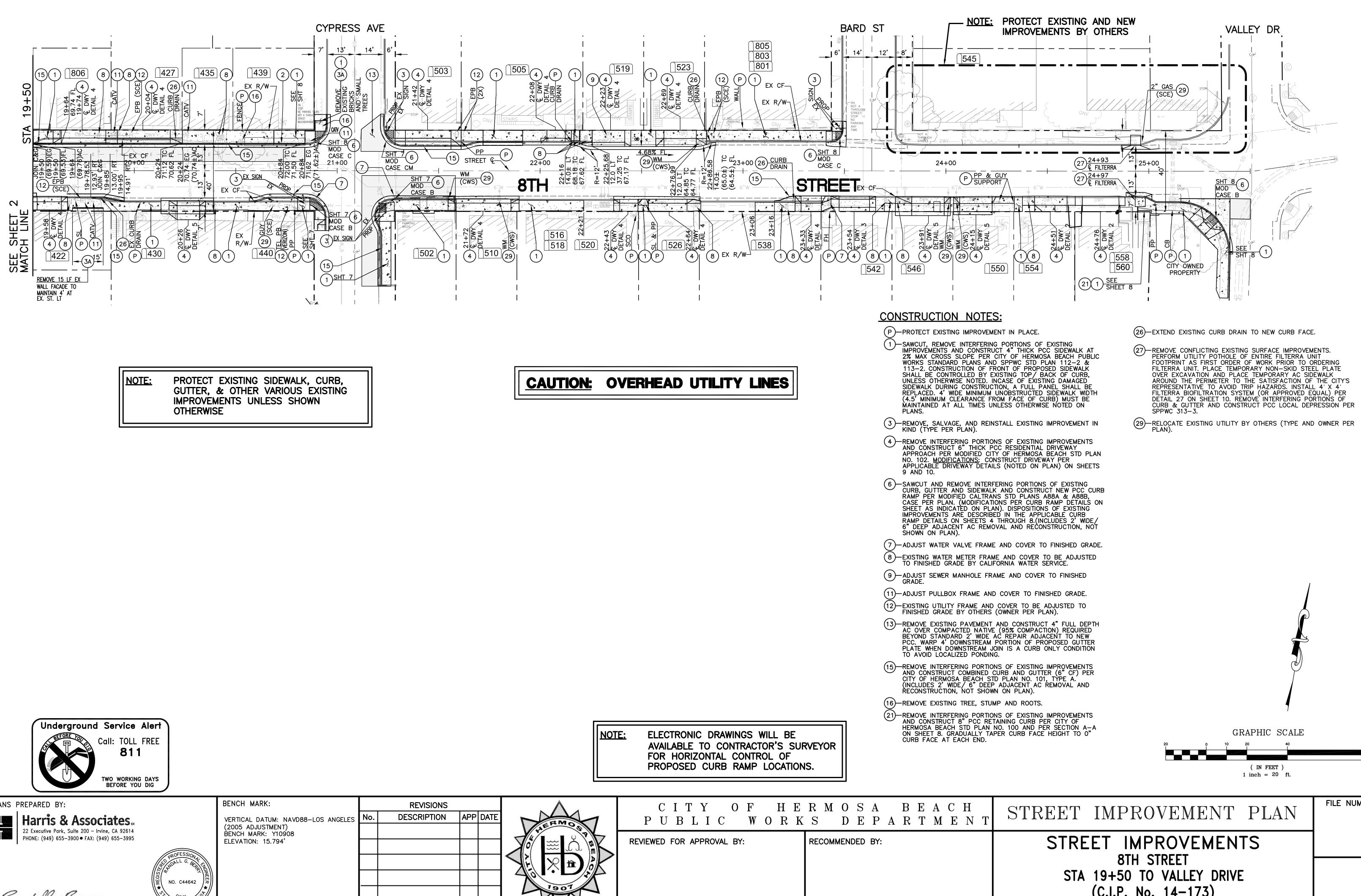
TTH ST

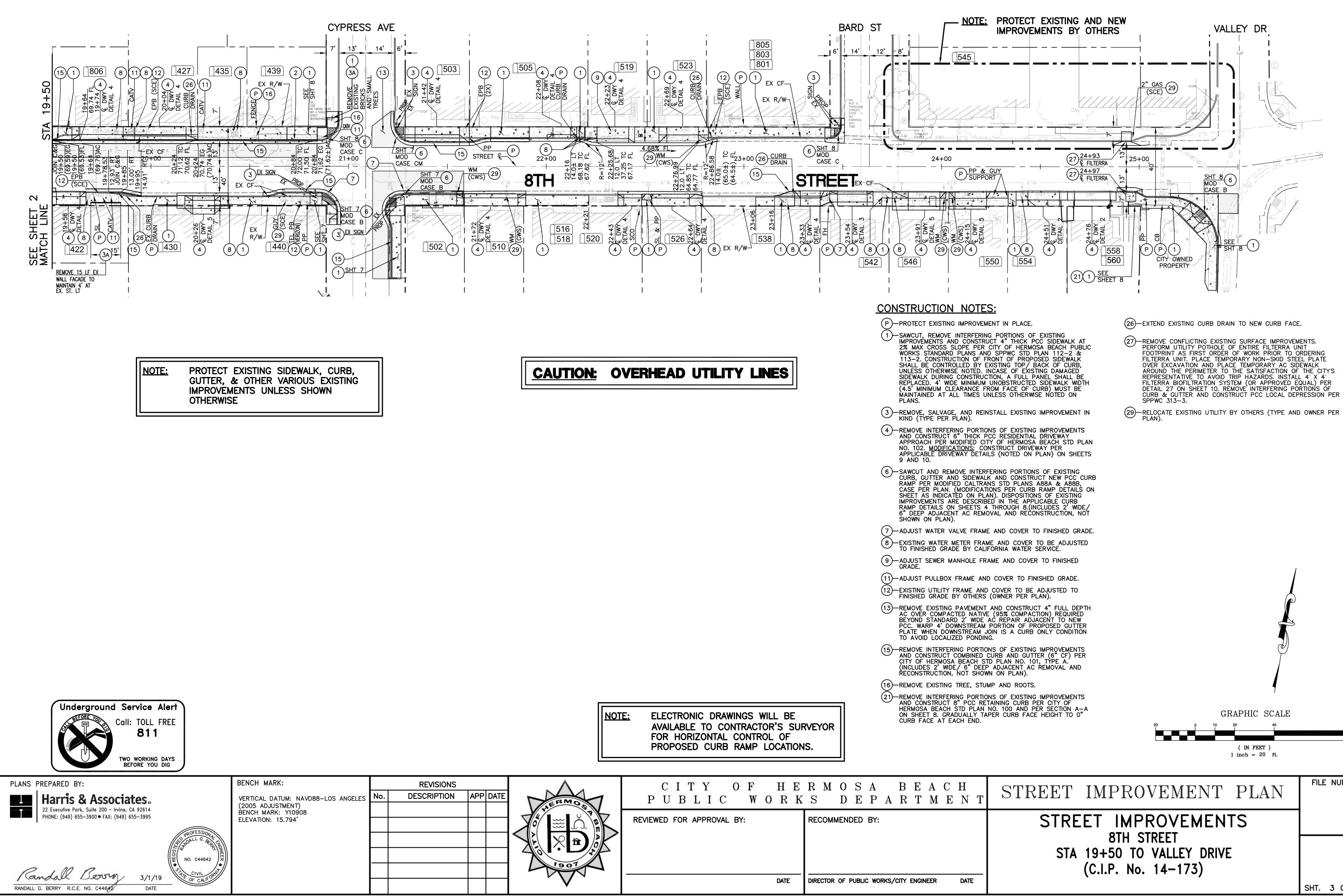
6TH ST

- D. AVOID OVER-APPLICATION BY WATER TRUCKS FOR DUST CONTROL. E. NEVER HOSE DOWN "DIRTY" PAVEMENT OR SURFACES. CLEAN UP ALL SPILLS AND LEAKS USING "DRY" METHODS (WITH ABSORBENT MATERIALS AND /OR RAGS), OR DIG UP AND REMOVE CONTAMINATED SOIL. FOR DISPOSAL INFORMATION CALL (800) 552-5218.
- F. CATCH DRIPS FROM EQUIPMENT WITH DRIP PANS OR ABSORBENT MATERIAL (CLOTH, RAGS, ETC.) PLACED UNDER MACHINE WHEN NOT IN USE.
- ANY PUBLIC SIDEWALK DAMAGED TO THE POINT OF CAUSING A TRIP 4. HAZARD MUST BE REPAIRED IMMEDIATELY. THE PANEL OF CONCRETE SHALL BE REMOVED AND PATCHED WITH A TEMPORARY ASPHALT PATCH AND MUST BE KEPT IN GOOD REPAIR UNTIL THE PERMANENT SIDEWALK IS CONSTRUCTED.
- ALL VEHICLES THAT INTRUDE INTO A NORMAL TRAFFIC LANE MUST HAVE PROPER SIGNAGE AND BARRICADES AS REQUIRED BY THE LATEST EDITION (WATCH) MANUAL.
- ALL WORK VEHICLES ARE SUBJECT TO ALL APPLICABLE PARKING 6. **RESTRICTIONS.**
- FLAGMEN ARE REQUIRED FOR ANY VEHICLES THAT BLOCK THE TRAVEL LANE AND REQUIRE TRAFFIC TO USE THE OPPOSING LANE TO PASS.

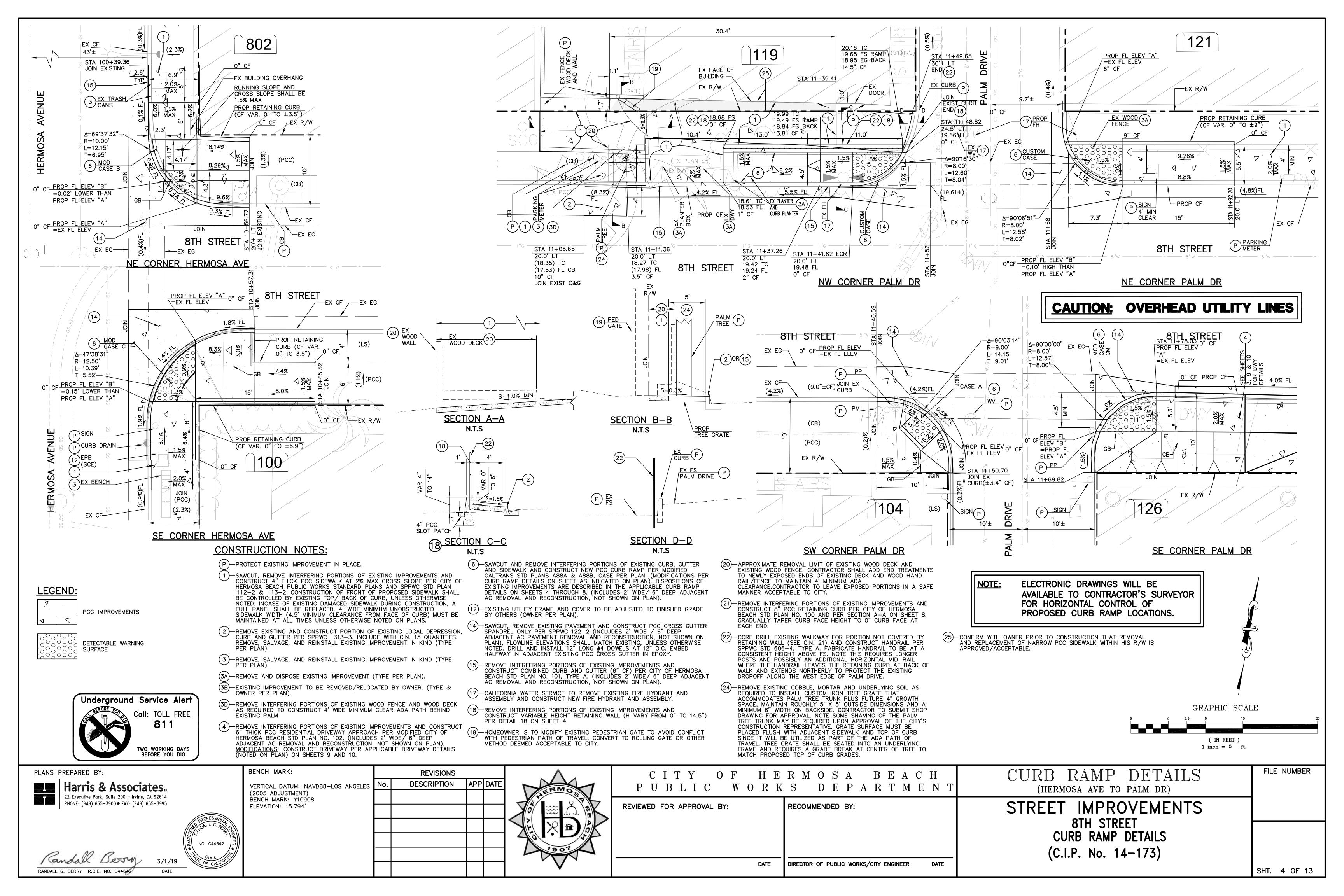
ΝD	EX OF DRAWINGS				
<u>SHEET</u> 1 2 3	NO. DESCRIPTION TITLE SHEET STREET IMPROVEMENT PLAN (HERMOSA AVE TO STA 19+50) STREET IMPROVEMENT PLAN (STA 19+50 TO VALLEY DR)	9 1	-8 -10	DESCRIPTION CURB RAMP DETAI DRIVEWAY DETAILS STRIPING PLAN APPLICABLE STAN	LS S
MASTE	R LIST OF CONSTRUCTION NOTE	<u>S:</u>			
P PRO 1 SAW 2 PRO 1 SAW 1 SAW 2 PRO 1 SAW 1	TECT EXISTING IMPROVEMENT IN PLACE. CUT, REMOVE INTERFERING PORTIONS OF EXISTING GOVEMENTS AND CONSTRUCT 4" THICK PCC SIDEWALK // MAX CROSS SLOPE PER CITY OF HERMOSA BEACH LIC WORKS STANDARD PLANS AND SPPWC STD PLAN — 2 & 113-2. CONSTRUCTION OF FRONT OF PROPOSEE WALK SHALL BE CONTROLLED BY EXISTING TOP/ BACK CURB, UNLESS OTHERWISE NOTED. INCASE OF EXISTING AGED SIDEWALK DURING CONSTRUCTION, A FULL PANEL LL BE REPLACED. 4' WIDE MINIMUM UNOBSTRUCTED WALK WIDTH (4.5' MINIMUM CLEARANCE FROM FACE OF B) MUST BE MAINTAINED AT ALL TIMES UNLESS ERWISE NOTED ON PLANS. OVE EXISTING AND CONSTRUCT PORTION OF EXISTING AL DEPRESSION, CURB AND GUTTER PER SPPWC 313- UDE WITH C.N. 15 QUANTITIES. OVE, SALVAGE, AND REINSTALL EXISTING IMPROVEMENT IND (TYPE PER PLAN). OVE AND DISPOSE EXISTING IMPROVEMENT (TYPE PER N). STING IMPROVEMENT TO BE REMOVED/RELOCATED BY IER. (TYPE & OWNER PER PLAN). USED. OVE INTERFERING PORTIONS OF EXISTING WOOD FENCE WOOD DECK AS REQUIRED TO CONSTRUCT 4' WIDE MUM CLEAR ADA PATH BEHIND EXISTING IMPROVEMENT CONSTRUCT 6" THICK PCC RESIDENTIAL DRIVENY CONSTRUCT 6" THICK PCC RESIDENTIAL DRIVENY CUL AND REMOVE INTERFERING PORTIONS OF EXISTING IMPROVEMENT COUST RUCT 6" THICK PCC RESIDENTIAL DRIVENY CULAND RECONSTRUCT INN ON SHOWN ON PLAN). CUT AND REMOVE INTERFERING PORTIONS OF EXISTING P, CURB, GUTTER AND SIDEWALK AND CONSTRUCT NEW CURB RAMP PER CALTRANS STD PLAN A88A, CASE F N. (INCLUDES 2' WIDE/ 6" DEEP ADJACENT AC REMOVA RECONSTRUCTION, NOT SHOWN ON PLAN). CUT AND REMOVE INTERFERING PORTIONS OF EXISTING B, CASE PER PLAN. (MODIFICATIONS PER CURB. RAMP AILS ON SHEET AS INDICATED ON PLAN). DISPOSITIONS CUTB, GUTTER AND SIDEWALK AND CONSTRUCT NEW CURB, GUTTER AND SIDEWALK AND CONSTRUCT NEW CURB, GUTTER AND SIDEWALK AND CONSTRUCT NEW CURB, GUTTER AND DIDEWALK AND CONSTRUCT NEW CURB, GUTTER AND DIDE	$     \begin{array}{c}         16 \\         16 \\         17 \\         18 \\         17 \\         18 \\         19 \\         19 \\         19 \\         20 \\         20 \\         20 \\         21 \\         20 \\         21 \\         20 \\         21 \\         20 \\         21 \\         22 \\         10 \\         22 \\         21 \\         22 \\         10 \\         22 \\         10 \\         22 \\         10 \\         22 \\         10 \\         22 \\         10 \\         22 \\         10 \\         22 \\         10 \\         22 \\         10 \\         22 \\         10 \\         22 \\         10 \\         22 \\         10 \\         22 \\         23 \\       $	<ul> <li>TRIM EXISTO PROVIESATISFACT</li> <li>CALIFORNIL HYDRANT</li> <li>CALIFORNIL HYDRANT</li> <li>CALIFORNIL HYDRANT</li> <li>CALIFORNIL HYDRANT</li> <li>CALIFORNIL HYDRANT</li> <li>REMOVE IN INPROVEMI RETAINING DETAIL 18</li> <li>HOMEOWNE TO AVOID CONVERT ACCEPTAB</li> <li>APPROXIM. AND EXIST END TREA EXISTING IN MAINTAIN LEAVE EXF ACCEPTAB</li> <li>REMOVE IN IMPROVEMI CURB PER CURB FAC</li> <li>CORE DRIL COVERED CONSTRUC FABRICATE ABOVE FS. POSSIBLY THE HAND OF WALK EXISTING IN MINIMUM CONSTRUC FABRICATE ABOVE FS. POSSIBLY THE HAND OF WALK EXISTING IN FOR</li></ul>	XISTING COBBLE, MORTA EQUIRED TO INSTALL CU AT ACCOMMODATES PALL "GROWTH SPACE, MAINT OMENSIONS AND A MINIW CONTRACTOR TO SUBMIT NOTE SOME SHAVING O Y BE REQUIRED UPON A NSTRUCTION REPRESENT, PLACED FLUSH WITH AD URB SINCE IT WILL BE U PATH OF TRAVEL. TREE TO AN UNDERLYING FRA EAK AT CENTER OF TRE TO AN UNDERLYING FRA EAK AT CENTER OF TRE TOP OF CURB GRADES. WITH OWNER PRIOR TO C AND REPLACEMENT OF N S R/W IS APPROVED/AC XISTING CURB DRAIN TO ONFLICTING EXISTING SU UTILITY POTHOLE OF EN TAS FIRST ORDER OF W FILTERRA UNIT. PLACE ALK AROUND THE PERIMI ION OF THE CITY'S REPF ANDS. INSTALL 4' X 4' FI DR APPROVED EQUAL) P REMOVE INTERFERING P ND CONSTRUCT PCC LOC 3–3.	AMOUNT REQUESTED LANE AND TO 558 8TH STREET. EMOVE EXISTING FIRE NSTRUCT NEW FIRE F EXISTING (ARIABLE HEIGHT " TO 14.5") PER NG PEDESTRIAN GATE RIAN PATH OF TRAVEL. THER METHOD DEEMED EXISTING WOOD DECK RACTOR SHALL ADD SED ENDS OF RAIL/FENCE TO ANCE. CONTRACTOR TO AFE MANNER F EXISTING CONTRACTOR TO AFE MANNER F EXISTING CH STD PLAN NO. 100 F 8. GRADUALLY TAPER FACE AT EACH END. OR PORTION NOT E C.N. 21) AND C STD 606–4, TYPE A. CONSISTENT HEIGHT ONGER POSTS AND ATAL MID-RAIL WHERE NING CURB AT BACK CY TO PROTECT THE ST EDGE OF PALM EXISTING E TEMPORARY WOOD ALL TO ACHIEVE 4' UCTIONS AND 4.5' OF CURB.CONTRACTOR TEMPORARY WOOD ALL TO ACHIEVE 4' UCTIONS AND 4.5' OF CURB.CONTRACTOR TEMPORARY WOOD ALL TO ACHIEVE 4' UCTIONS AND 4.5' OF CURB.CONTRACTOR TEMPORARY WOOD R AND UNDERLYING ISTOM IRON TREE M TREE TRUNK PLUS TAIN ROUGHLY 5' X 5' IUM 6" WIDTH ON SHOP DRAWING FOR OF THE PALM TREE ATIVE. GRATE SURFACE JACENT SIDEWALK AND TILIZED AS PART OF GRATE SHALL BE ME AND REQUIRES A E TO MATCH CONSTRUCTION THAT VARROW PCC SIDEWALK CEPTABLE. NEW CURB FACE. RFACE IMPROVEMENTS. TIRE FILTERRA UNIT ORK PRIOR TO THE PALM TREE AND REQUIRES A E TO MATCH CONSTRUCTION THAT VARROW PCC SIDEWALK CEPTABLE. NEW CURB FACE. RFACE IMPROVEMENTS. TIRE FILTERRA UNIT ORK PRORACY NON-SKID ND PLACE TEMPORARY VOND CONSTRUCTION THAT VARROW PCC SIDEWALK CEPTABLE. NEW CURB FACE. RFACE IMPROVEMENTS. TIRE FILTERRA UNIT ORK PRORACY NON-SKID ND PLACE THE PORARY CONSTRUCTION THAT VARROW PCC SIDEWALK CEPTABLE. NEW CURB FACE. RFACE IMPROVEMENTS. TIRE FILTERRA UNIT ORK PRORACY NON-SKID ND PLACE THE PORARY CONSTRUCTION THAT VARROW PCC SIDEWALK CEPTABLE. NEW CURB FACE. RFACE IMPROVEMENTS. TIRE FILTERRA UNIT ORK PRORACY NON-SKID NED PLACE THE PORARY CONSTRUCTION THAT VARROW PCC SIDEWALK CEPTABLE. NEW CURB FACE.
	DLE WATER METER WATER VALVE				
Н			ר די ר		FILE NUMBER
N T	TITLE SI STREET IMPR			TS	
	8TH STR				
	HERMOSA AVENUE TO		-	RIVE	
	(C.I.P. No. 1	4-17	3)		
DATE					SHT. 1 OF 13
					-

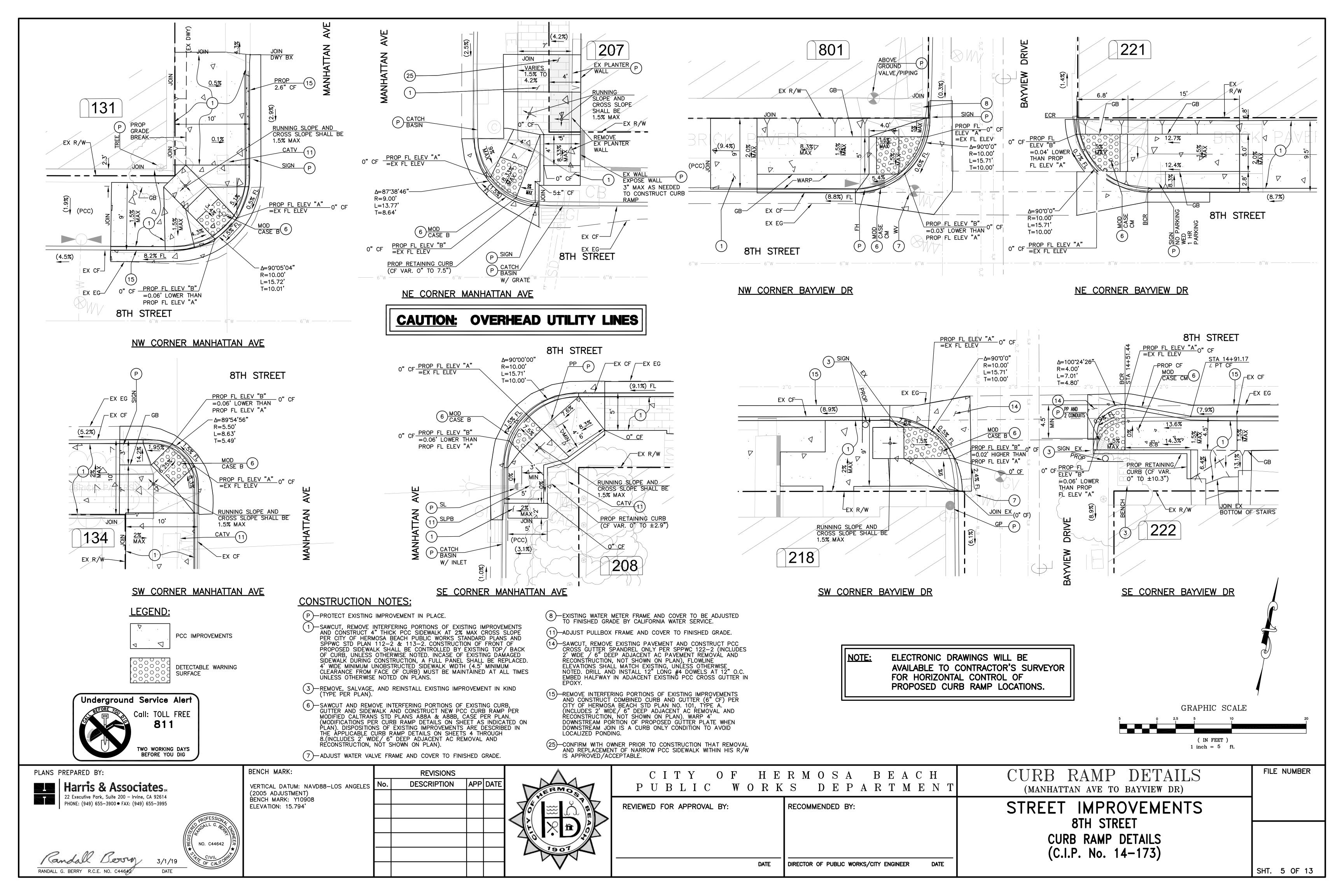


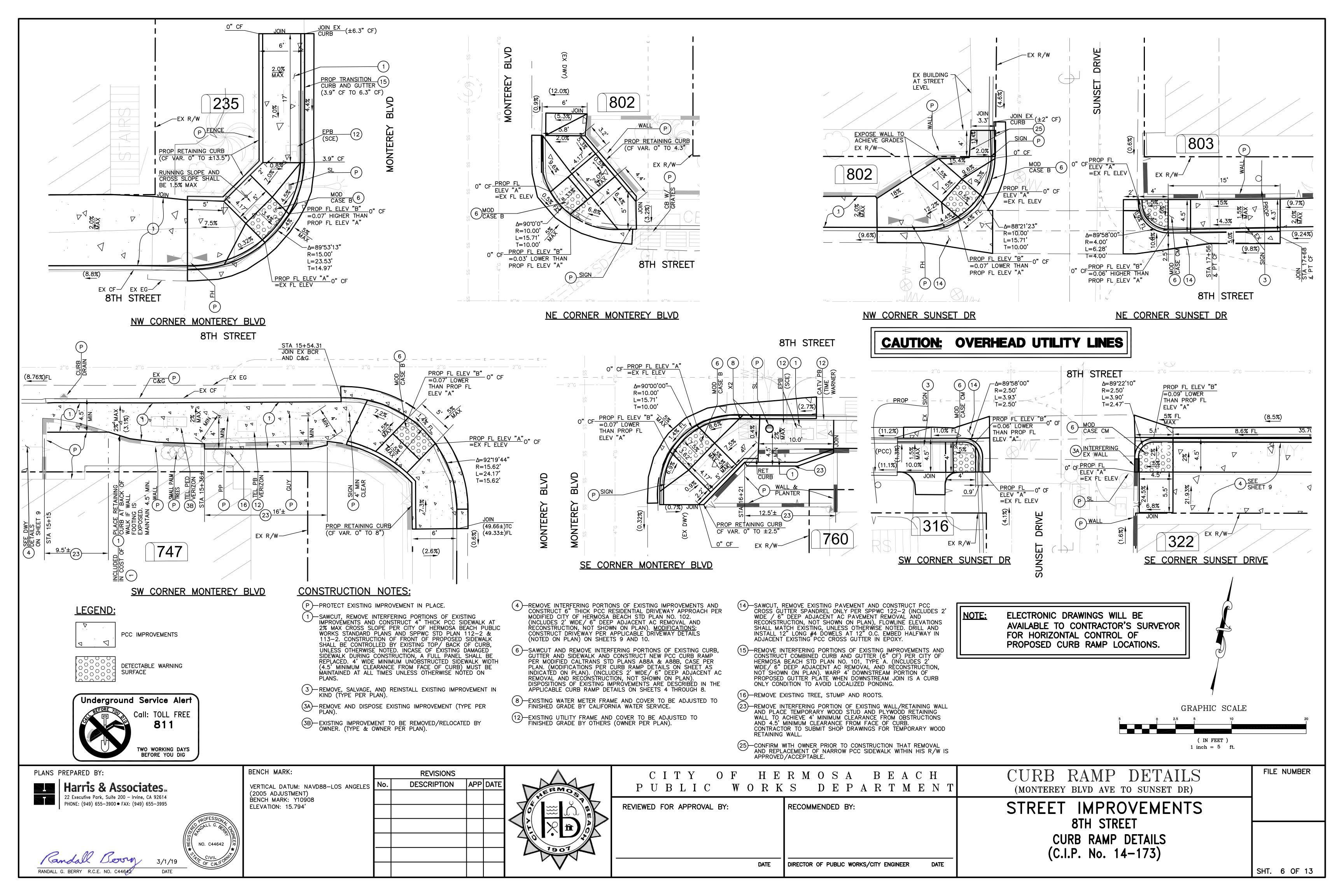


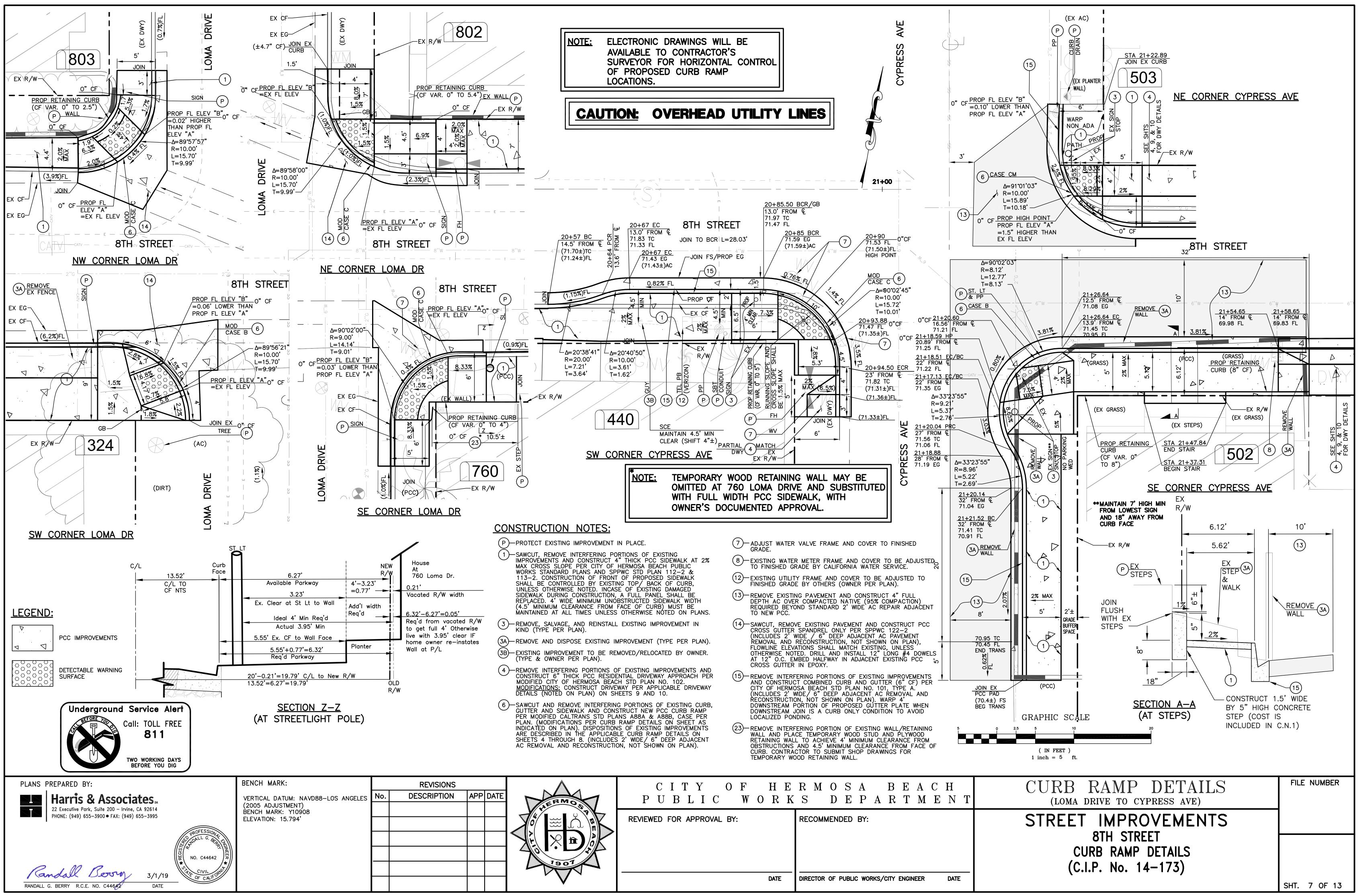


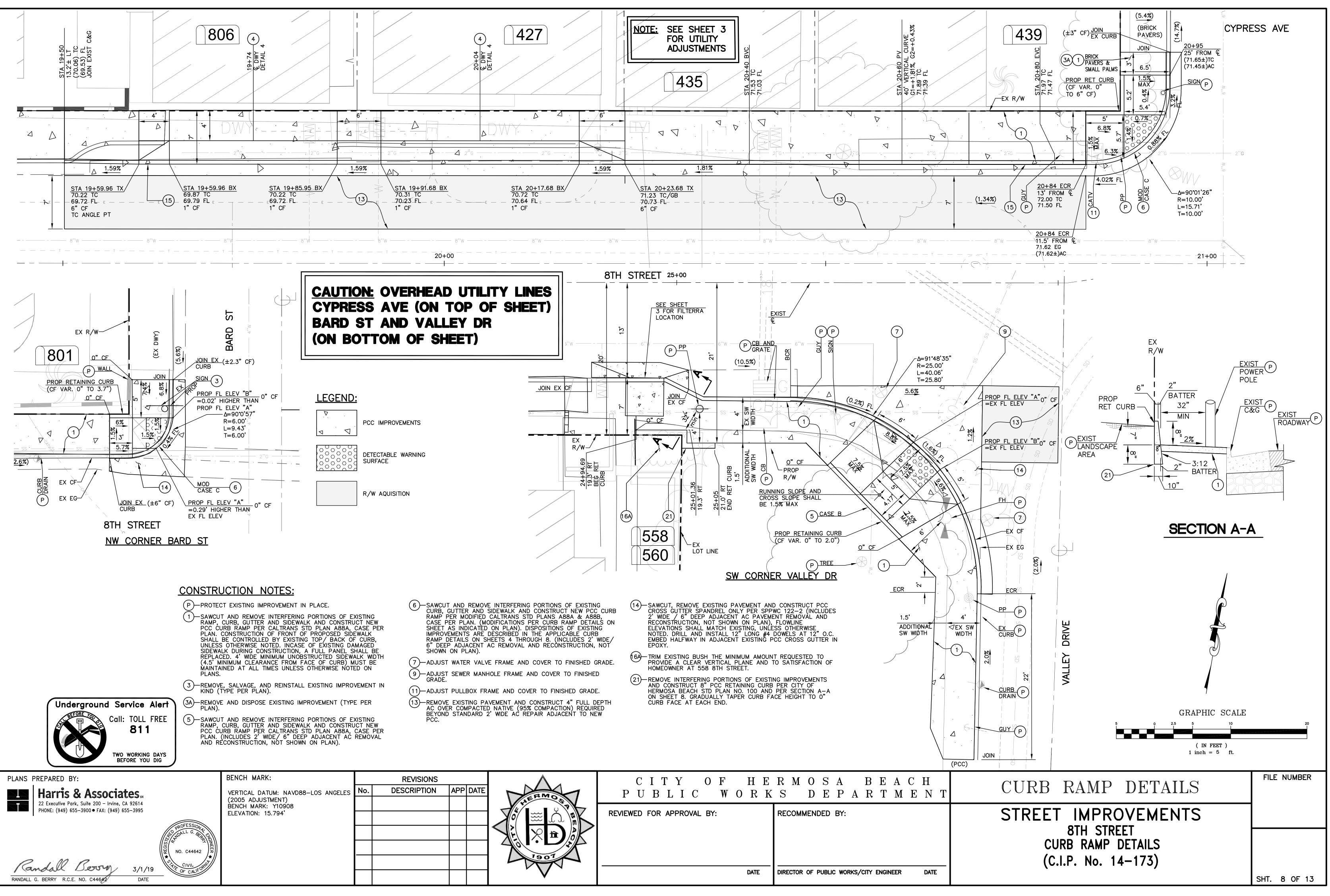
H N T	STREET IMPROVEMENT PLAN	FILE NUMBER
	STREET IMPROVEMENTS	
	8TH STREET STA 19+50 TO VALLEY DRIVE (C.I.P. No. 14–173)	
DATE		SHT. 3 OF 13

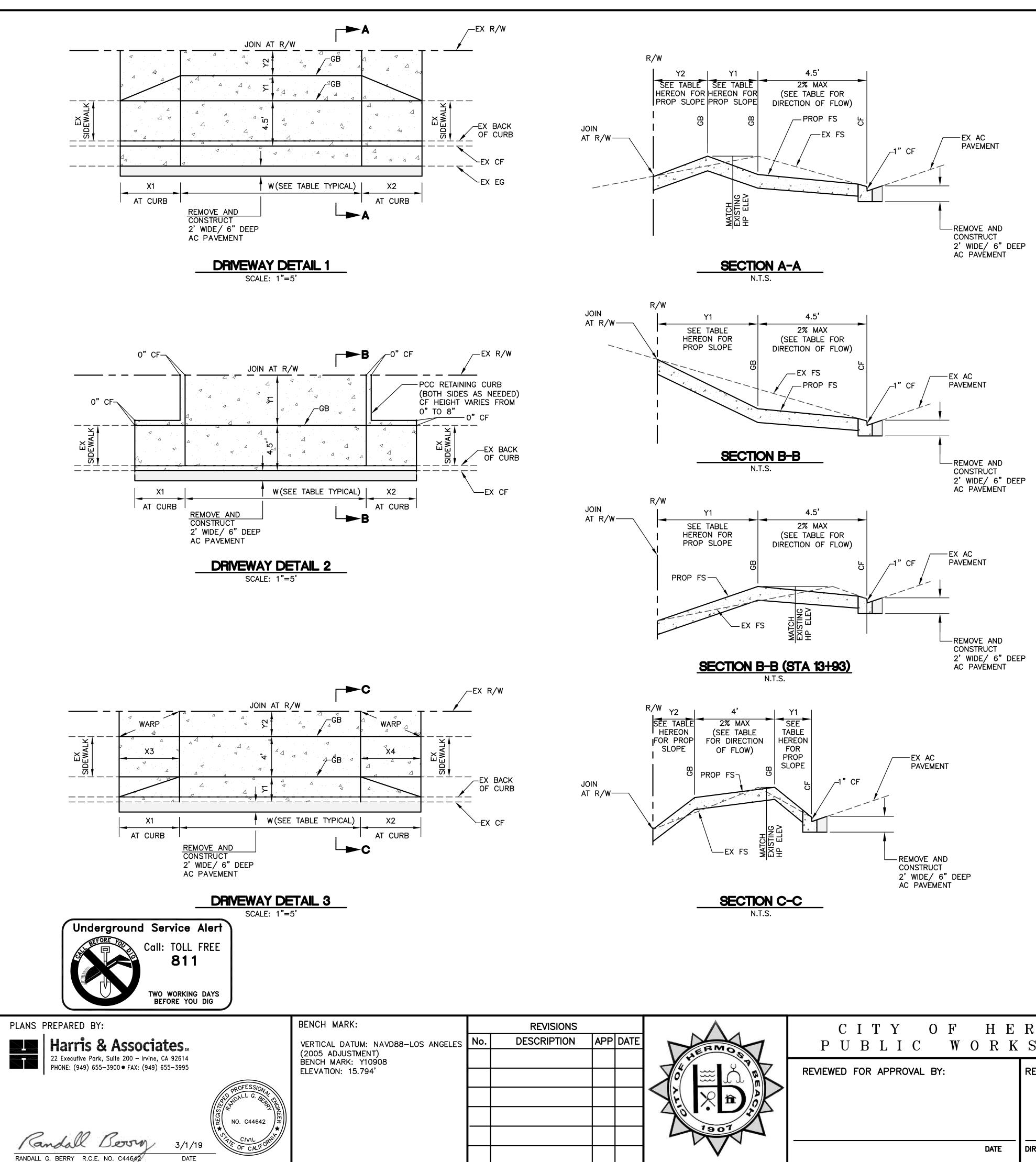












												IAB				
DWY & DWY ST. W			N	X1 X2			X3 X4			Y	1	Y2				
DETAIL	STATION	SIDE	LENGTH	SLOPE	LENGTH	SLOPE	LENGTH	SLOPE	LENGTH	SLOPE	LENGTH	SLOPE	LENGTH	SLOPE (SEE NOTES 1 & 2)	LENGTH	SLOPE (SEE NOTES 1 & 2)
1	11+85	S	9'	4.00%	13'	6.82%	2.85'*	7.63%	_	_	_	_	5.5'	13.08%	_	_
1	14+83	S	8'	7.47%	_	-	5'	0.68%	_	-	-	_	-	_	5.2'	VAR13.48% TO -23.01%
1	15+03	S	27'	8.98%	15'	12%	-	-	_	-	-	_	-	_	5.4'	VAR14.66% TO -20.67%
1	16+65	N	16'	7.69%	** 4'	1.47%	15'	12.30%	_	_	_	_	2	17.07%	3.6'	-13.36%
1	16+94	S	16'	10.34%	15'	13.52%	3'	0.13%	_	_	_	_	2'	VAR. 14.87% TO 18.15%	3.5'	-12.06%
1	17+73	s	36	8.57%	15'	11.11%	_ *	_	_	_	_	_	5.6'	VAR. 2.04% TO 21.93%	_	_
2	13+66	N	8'	9.27%	3.11'	2.94%	15'	11.60%	_	_	_	-	2.5'	VAR. 14.80% TO 38.80%	_	_
2	13+76	S	9'	8.31%	_	-	3'	2.67%	_	_	-	_	5.4'	VAR. 0.42% TO 9.68%	_	-
2	13+93	s	17'	7.41% 9.05%	15'	12.90%	_	-	-	-	-	_	5.4'	-22.07%	-	_
2	24+51	S	16'	14.46%	4'	6.73%	6'	19.57%	_	-	-	-	3.1'	VAR13.94% TO -16.03%	_	-
2	24+76	S	18'	14.82% 13.82%		3.73%	3.5'	24.33%	_	_	_	_	3.1	VAR4.19% TO 17.10%	_	_
3	23+54	S	15'	2.46%	4'	7.27%	4'	14.84%	4'	2.49%	4'	17.18%	1.5'	VAR. 6.36% TO 10.32%	2'	VAR. –19.93% TO –13.81%

## NOTES:

APP DATE	JE R MOG		RMOSABEACHKSDEPARTMEN
		REVIEWED FOR APPROVAL BY:	RECOMMENDED BY:
		DATE	DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DA
		DATE	DIRECTOR OF PUBLIC WORKS/CITY ENGINEER D/

# 

\* D/S WING "X2" IS MODIFIED FOR CURB RAMP PER DETAIL ON SHEET 4.

\*\* D/S WING "X1" IS MODIFIED FOR EXISTING WALL SIMILAR TO DETAIL 2 WITHOUT THE RETAINING CURB.

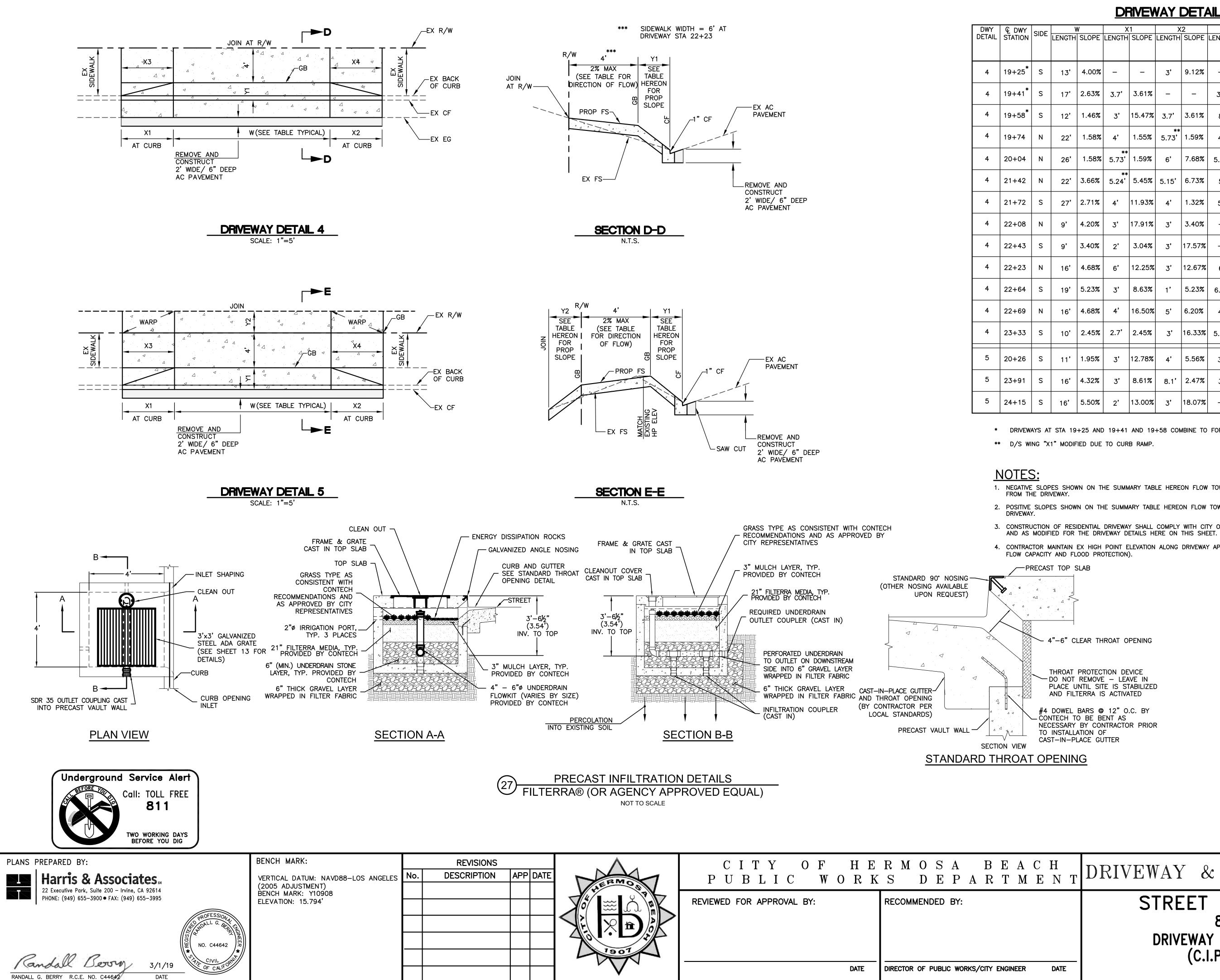
1. NEGATIVE SLOPES SHOWN ON THE SUMMARY TABLE HEREON FLOW TOWARD THE RIGHT-OF-WAY.

2. POSITIVE SLOPES SHOWN ON THE SUMMARY TABLE HEREON FLOW TOWARD THE STREET.

3. CONSTRUCTION OF RESIDENTIAL DRIVEWAY SHALL COMPLY WITH CITY OF HERMOSA BEACH STD PLAN NO. 102 AND AS MODIFIED FOR THE DRIVEWAY DETAILS HERE ON THIS SHEET.

4. CONTRACTOR MAINTAIN EX HIGH POINT ELEVATION ALONG DRIVEWAY APPROACH (MAINTAIN EXISTING STREET FLOW CAPACITY AND FLOOD PROTECTION).

H N T	DRIVEWAY DETAILS	FILE NUMBER
	STREET IMPROVEMENTS 8TH STREET	
	DRIVEWAY DETAILS (C.I.P. No. 14–173)	
DATE		SHT. 9 OF 13



			<u>D</u> F	<u>RIVEN</u>	VAY I	DET/	<u>ail s</u>	UMM	ARY	TAB	LE			
1	v	/	X	1	V	2	X	3	X	4	Y	1	Y	2
	-	-									LENGTH	SLOPE (SEE NOTES 1 & 2)	LENGTH	
	13'	4.00%	-	-	3'	9.12%	_	Ι	3'	8.13%	2.43'	VAR. 23.26% TO 32.10%	-	_
	17'	2.63%	3.7'	3.61%	_	-	3.7'	9.23%	-	_	2.72'	VAR. 22.20% TO 32.10%	-	-
	12'	1.46%	3'	15.47%	3.7'	3.61%	8'	7.00%	3.7'	9.23%	2.67'	VAR. 25.56% TO 30.36%	_	-
	22'	1.58%	4'	1.55%	** 5.73'	1.59%	4'	8.00%	5.73'	3.89%	3.15'	24.40%	-	-
	26'	1.58%	** 5.73'	1.59%	6'	7.68%	5.73'	3.89%	6'	7.68%	3.06'	VAR. 20.00% TO 20.33%	-	-
	22'	3.66%	** 5.24'	5.45%	5.15'	6.73%	5'	2.89%	5'	3.88%	4'	VAR. 2.97% TO 13.00%	_	-
	27'	2.71%	4'	11.93%	4'	1.32%	5'	7.69%	4'	1.30%	2'	VAR. 26.95% TO 39.95%	_	-
	9,	4.20%	3'	17.91%	3'	3.40%	_	_	3'	3.84%	1.95'	VAR. 0.29% TO 8.66%	_	-
	9,	3.40%	2'	3.04%	3'	17.57%	_	_	3'	4.58%	1.88'	VAR. 17.59% TO 22.51%	-	-
	16'	4.68%	6'	12.25%	3'	12.67%	6'	8.17%	3'	-4.20%	2'	VAR. 6.70% TO 12.10%	-	-
	19'	5.23%	3'	8.63%	1'	5.23%	6.8'	7.92%	_	_	1.93'	VAR. 11.09% TO 28.86%	-	-
	16'	4.68%	4'	16.50%	5'	6.20%	4'	5.00%	5'	-4.00%	4'	11.50%	-	-
	10'	2.45%	2.7'	2.45%	3'	16.33%	5.13'	1.31%	3'	5.75%	3.60'	VAR. 7.32% TO 9.95%	-	-
	11'	1.95%	3'	12.78%	4'	5.56%	3'	4.00%	4'	6.50%	2.5'	VAR. 17.42% TO 18.71%	3'	-3.33%
	16'	4.32%	3'	8.61%	8.1'	2.47%	3'	4.40%	8.1'	3.59%	3.6'	VAR. 8.23% TO 11.97%	2'	VAR. –28.25% TO –21.24%
	16'	5.50%	2'	13.00%	3'	18.07%	_	_	3'	5.03%	3.4'	VAR. 8.82% TO 9.12%	1.5'	VAR. –32.87% TO –22.32%

\* DRIVEWAYS AT STA 19+25 AND 19+41 AND 19+58 COMBINE TO FORM ONE LONG DETAIL 4 CASE.

\*\* D/S WING "X1" MODIFIED DUE TO CURB RAMP.

NEGATIVE SLOPES SHOWN ON THE SUMMARY TABLE HEREON FLOW TOWARD THE RIGHT-OF-WAY AND AWAY

2. POSITIVE SLOPES SHOWN ON THE SUMMARY TABLE HEREON FLOW TOWARD THE STREET AND TO THE

3. CONSTRUCTION OF RESIDENTIAL DRIVEWAY SHALL COMPLY WITH CITY OF HERMOSA BEACH STD PLAN NO. 102

4. CONTRACTOR MAINTAIN EX HIGH POINT ELEVATION ALONG DRIVEWAY APPROACH (MAINTAIN EXISTING STREET

## **CONSTRUCTION NOTES:**

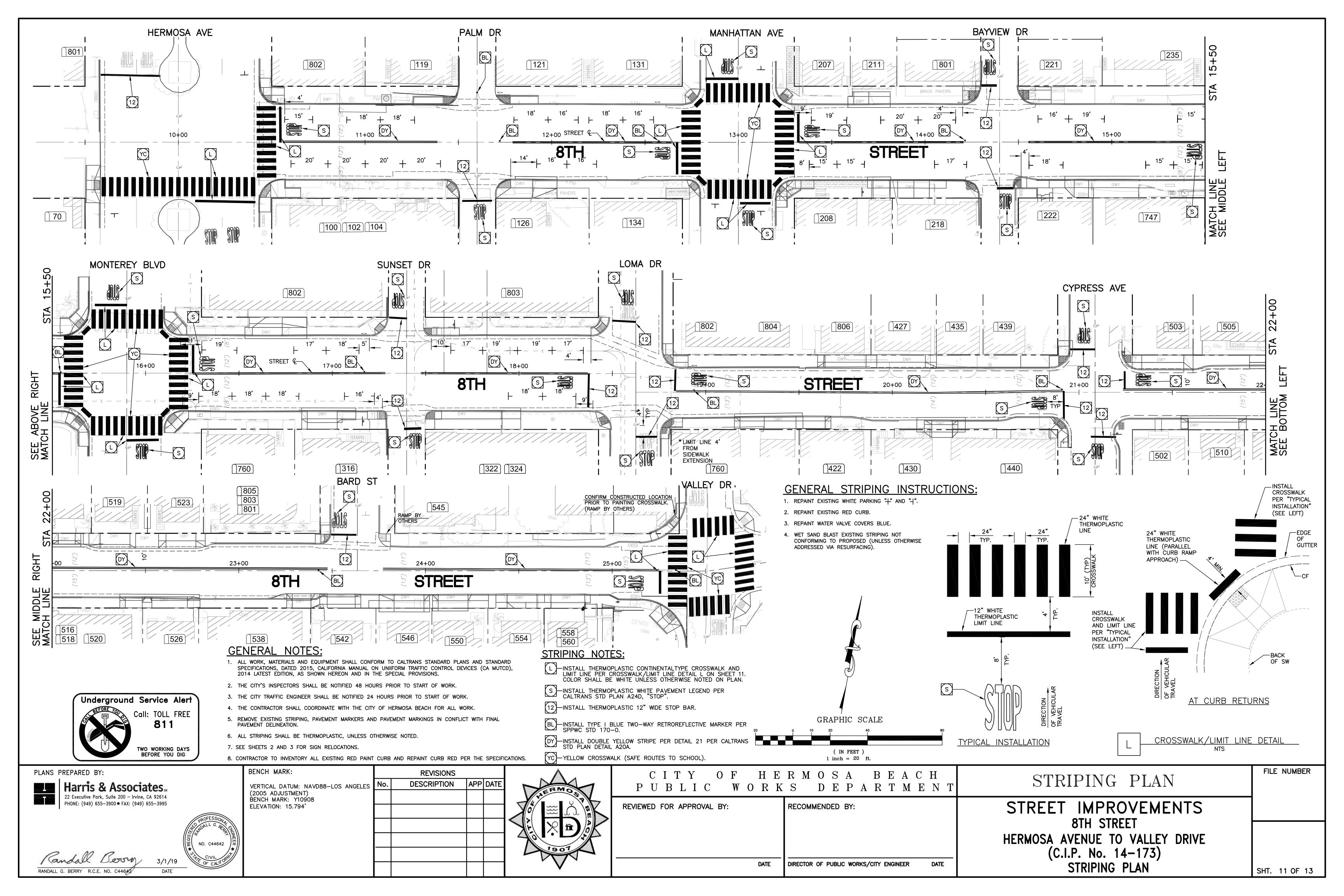
4"-6" CLEAR THROAT OPENING

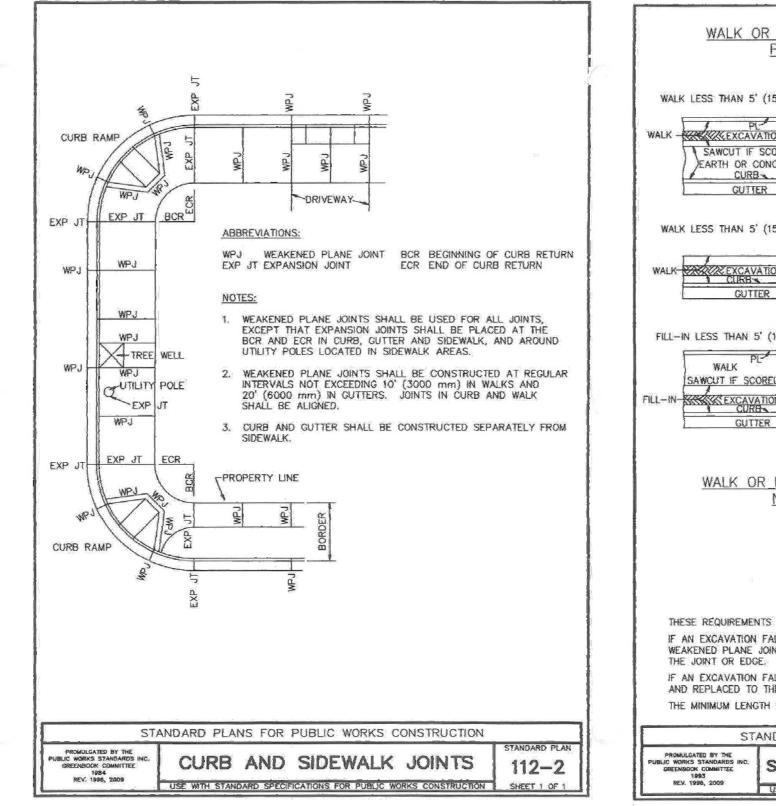
THROAT PROTECTION DEVICE - DO NOT REMOVE - LEAVE IN PLACE UNTIL SITE IS STABILIZED AND FILTERRA IS ACTIVATED

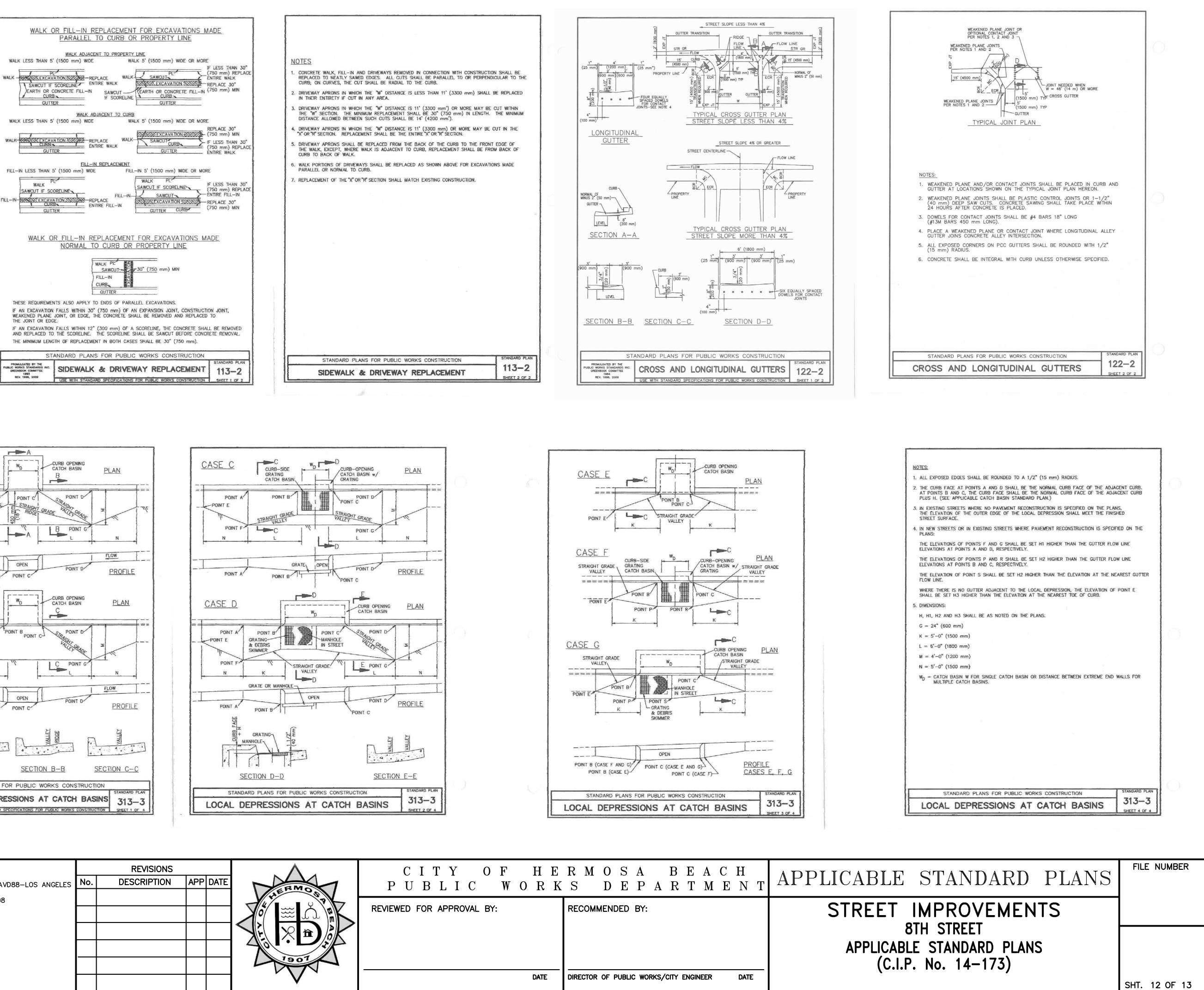
#4 DOWEL BARS @ 12" O.C. BY - CONTECH TO BE BENT AS NECESSARY BY CONTRACTOR PRIOR TO INSTALLATION OF CAST-IN-PLACE GUTTER

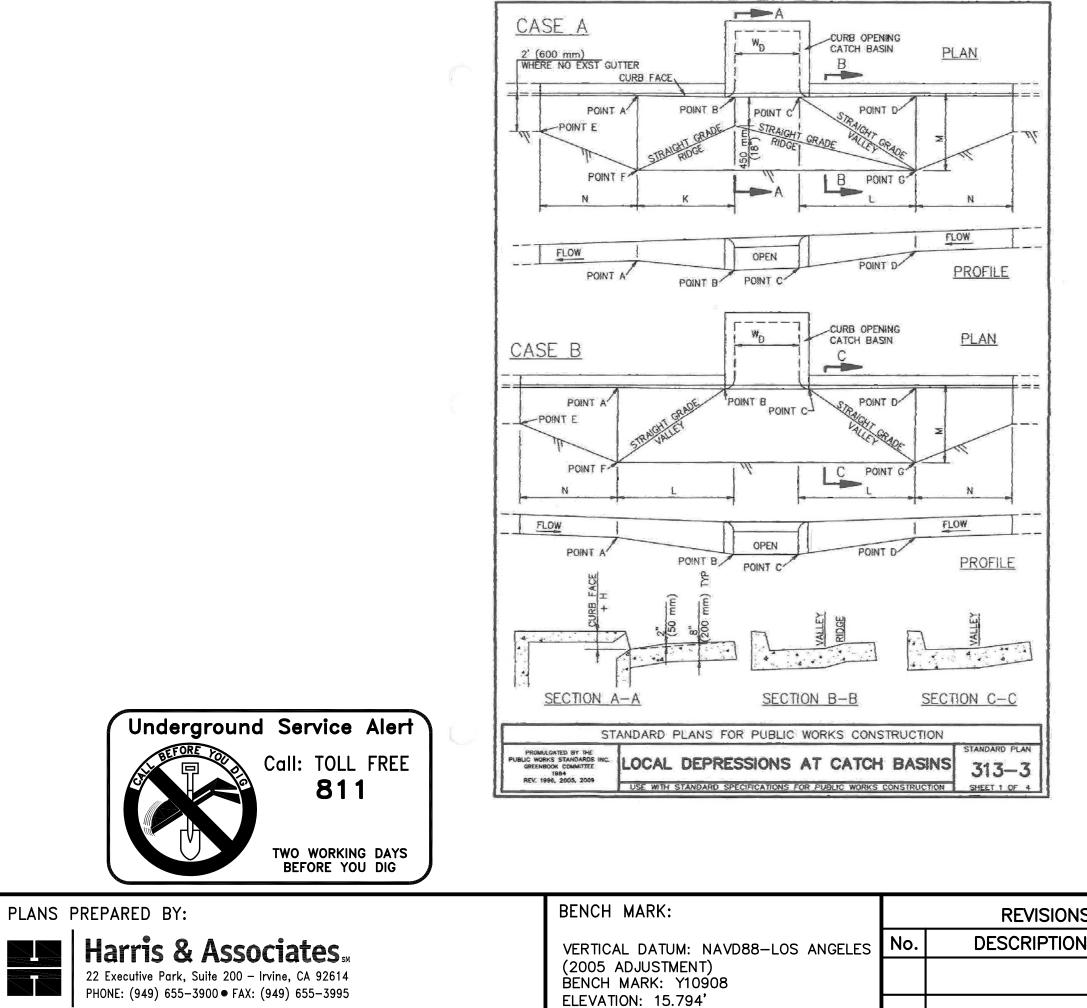
27-REMOVE CONFLICTING EXISTING SURFACE IMPROVEMENTS. PERFORM UTILITY POTHOLE OF ENTIRE FILTERRA UNIT FOOTPRINT AS FIRST ORDER OF WORK PRIOR TO ORDERING FOUTPRINT AS FIRST ORDER OF WORK PRIOR TO ORDERING FILTERRA UNIT. PLACE TEMPORARY NON-SKID STEEL PLATE OVER EXCAVATION AND PLACE TEMPORARY AC SIDEWALK AROUND THE PERIMETER TO THE SATISFACTION OF THE CITY'S REPRESENTATIVE TO AVOID TRIP HAZARDS. INSTALL 4' X 4' FILTERRA BIOFILTRATION SYSTEM (OR APPROVED EQUAL) PER DETAIL 27 ON SHEET 10. REMOVE INTERFERING PORTIONS OF CURB & GUTTER AND CONSTRUCT PCC LOCAL DEPRESSION PER SPPWC 313-3.

H N T	DRIVEWAY & FILTERRA DETAILS	FILE NUMBER
	STREET IMPROVEMENTS	
	8TH STREET DRIVEWAY & FILTERRA DETAILS (C.I.P. No. 14–173)	
DATE		SHT. 10 OF 13



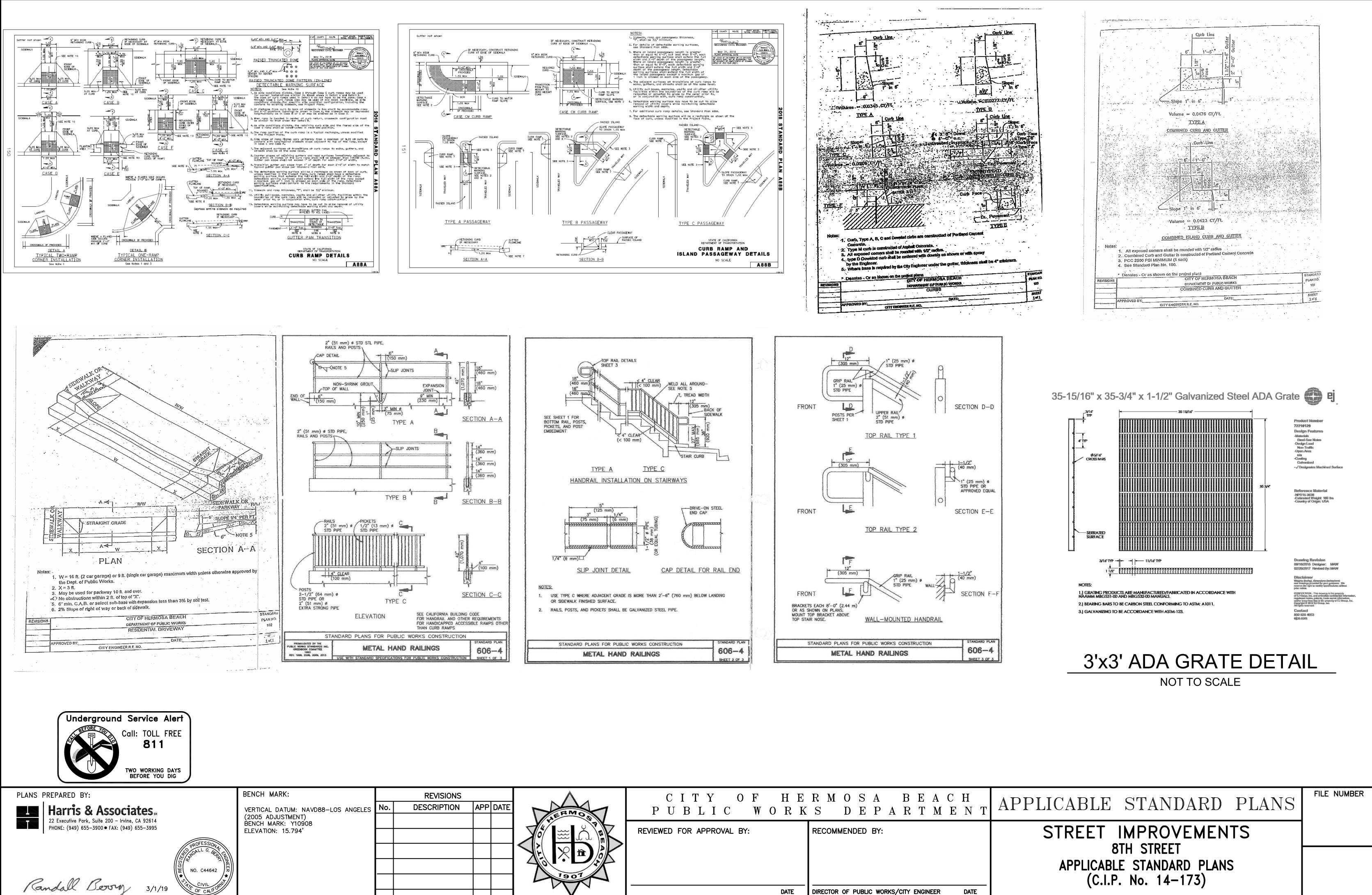


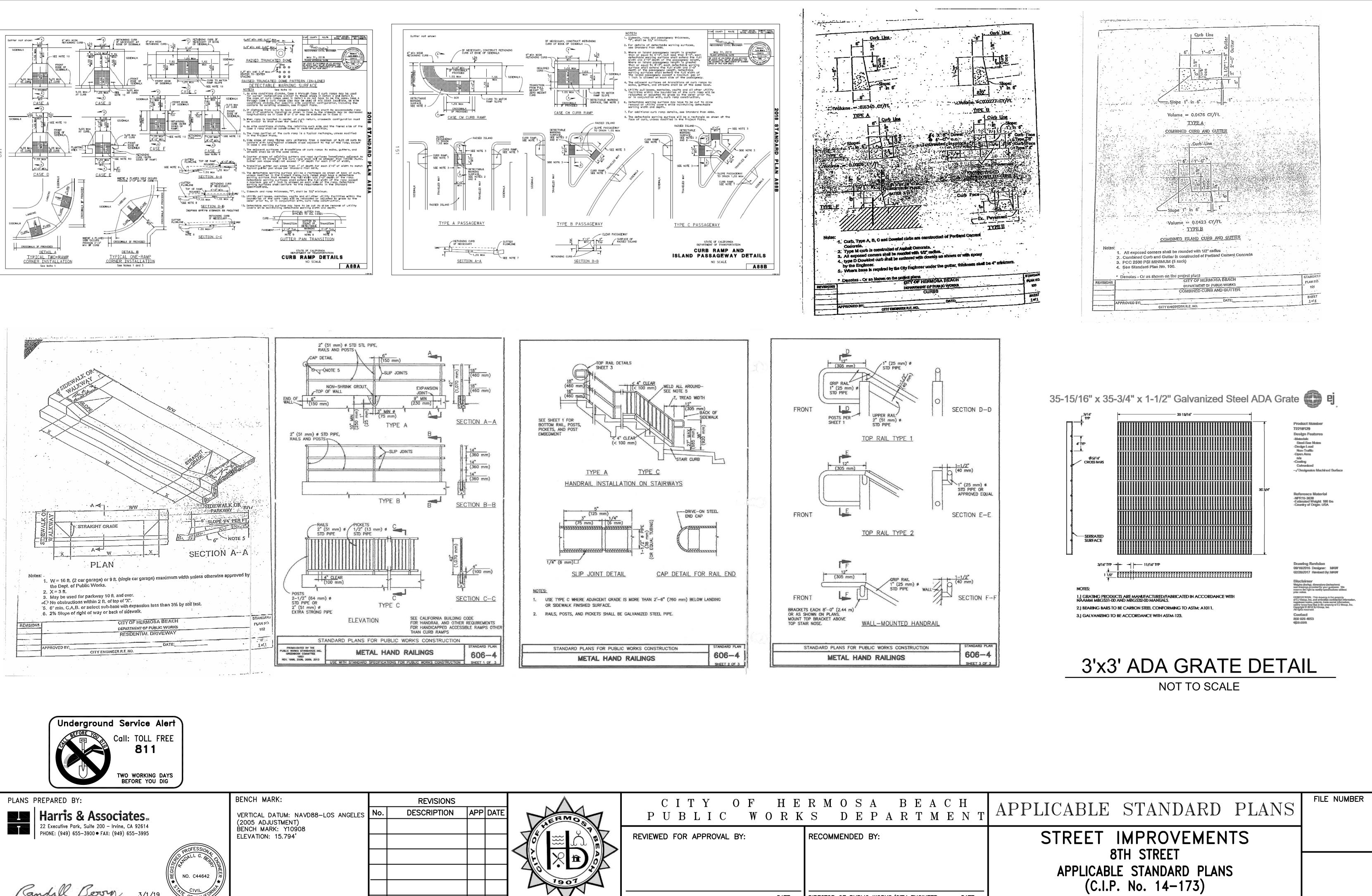


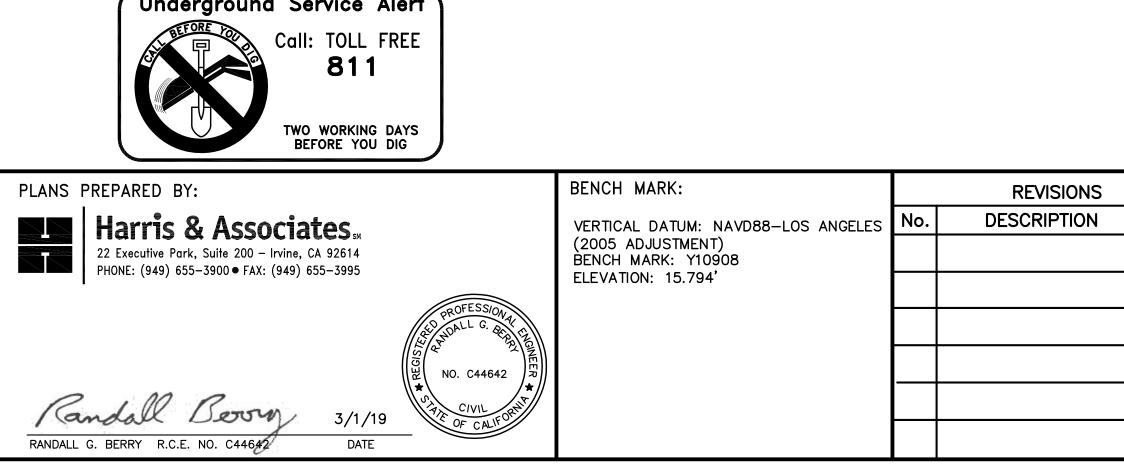


Randall Berry	3/1/19
RANDALL G. BERRY R.C.E. NO. C44642	DATE

APP DATE	a	F			ΓΥ LΙ															
		REVIE	WED	FOR	APPR	OVAL	BY	•			RE	COMN	IEND	DED	BY:					
									DATE	:	Dire	CTOR	OF F	PUBLIC	C WOI	rks/	CITY I	ENGIN	EER	DA

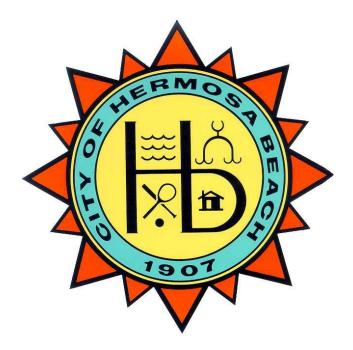






APP DATE	LIE R MOS		RMOSABEACHSDEPARTMEN
		REVIEWED FOR APPROVAL BY:	RECOMMENDED BY:
		DATE	DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DA

SHT.	13	OF	13
------	----	----	----



### **CITY OF HERMOSA BEACH CONTRACT**

#### DOCUMENTS AND SPECIFICATIONS FOR

## CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

March 1, 2019

Harris & Associates 22 Executive Park, Suite 200 Irvine, California



## TABLE OF CONTENTS

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

Page No.

PROJECT DESCRIPTION AND UNDERSTANDING	ii
NOTICE INVITING BIDS	1
INSTRUCTIONS TO BIDDERS	2
PROPOSAL DOCUMENTS	
Bidding Schedule	
Bidder's Declaration	
Non-collusion Affidavit	
Declaration of Eligibility to Contract	
Bid Bond	
Designation of Subcontractors	
Construction Project Reference	
Bidder's Assurance	
Certificate of Non-Discrimination by Contractors	17
FAIR EMPLOYMENT PRACTICES DOCUMENTS	18
CONTRACT DOCUMENTS	25
Agreement	26
Faithful Performance Bond	34
Payment Bond	36
Workers' Compensation Insurance Certificate	38
Indemnification and Hold Harmless Agreement and Waiver of	
Subrogation and Contribution Exhibits A through E	39
SPECIAL PROVISIONS	
Table of Contents	SP(i) – SP(iii)
Section 1 – Section10	
Project Technical Specifications	TS-1 – TS-40
APPENDIX A – PLANS (Note: Standard Plans included on Plan Sheets 12 & 13)	
APPENDIX B – SEQUENCE OF WORK	



#### Prospective Bidder:

To be considered as a responsive bidder you must email the project manager listed on the Notice of Inviting Bids to confirm you downloaded the Plans, Specifications, and Construction Documents from the City website. Your email should include your company name and contact information. This action will add your company name to the Plan holder list.

#### **City of Hermosa Beach**

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

#### PROJECT DESCRIPTION AND UNDERSTANDING

SCOPE OF WORK: The general scope of work for this project is the construction of a continuous sidewalk on both sides of the street including: concrete ramps, sidewalk, driveways and various related curb and gutter reconstruction, AC pavement, thermoplastic traffic striping, adjusting utilities to grade, and other miscellaneous work.

#### STREET SEGMENT:

1. 8<sup>th</sup> Street - From Hermosa Avenue to Valley Drive

#### **IMPORTANT DATES**

- 1. Prospective bidders should attend the non-mandatory pre bid job walk.
- 2. A non-mandatory pre-bid job walk is scheduled for Tuesday, March 26, 2019 at 10:00 AM at the intersection of 8th Street and Valley Drive (down the street from City Hall). All bidders are encouraged to attend.
- 3. City is planning to award this project in April 2019 and begin construction in May 2019.
- 4. Note Changeable Message Sign (CMS) requirements, which must be in place prior to begin of construction. CMS shall be new and become the property of the City upon completion of Construction.
- 5. At all times, a safe walking route must be maintained for pedestrians. Water filled K-rails will be required at certain locations to ensure the route from Valley Dr to Hermosa Ave is traversable. The maximum length of an alternative path of travel shall be 400 LF.
- 6. See sequence plan on appendix B. Construction is based on the sequence plan to maintain a clean pedestrian path of travel on 8<sup>th</sup> Street at all times.

#### **City of Hermosa Beach**

#### **NOTICE INVITING BIDS**

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

# Notice is hereby given that the City of Hermosa Beach will receive sealed bids at the Office of the City Clerk, City Hall, 1315 Valley Drive, Hermosa Beach, CA 90254, until <u>2:00 P.M. on</u> <u>Thursday, April 04, 2019</u>, for CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

The project consists mainly of the construction of a continuous sidewalk on both sides of the street including: concrete ramps, sidewalk, driveways, curb and gutter, AC pavement, thermoplastic traffic striping, adjusting utilities to grade, and other miscellaneous work. The Engineer's estimate is \$750,000.

The duration of the project is **50 Working days**.

All bids must be submitted in writing, on standard forms found in the Project's Contract Documents and Specifications book. All bids must be sealed and must be plainly marked in the lower left-hand corner "CIP 14-173 – 8<sup>th</sup> STREET IMPROVEMENTS PROJECT"

Each proposal must be accompanied by a cash deposit, a certified or cashier's check, or a bidder's bond, made payable to the City of Hermosa Beach, in an amount not less than 10 percent of the total bid submitted.

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, included in the contract documents in a form satisfactory to the City Attorney. The successful bidder will also be required to pay the State of California prevailing wage scale as determined by the Department of Industrial Relations, available at <u>http://www.dir.ca.gov/dlse/dlsePublicWorks.html</u>.

The Contractor must be registered with the Department of Industrial Relations at the time of bid. Contractor's registration available at:

https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

Each Bidder shall possess a valid State of California Contractors License Class "**A**" issued by the California State License Board. The successful Contractor must also possess a current City business license.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsible bidder.

A non-mandatory pre-bid job walk is scheduled for **Tuesday**, **March 26**, **2019 at 10:00 AM** at the intersection of 8th Street and Valley Drive (down the street from City Hall). All bidders are encouraged to attend.

The Plans, Specifications and construction documents must be downloaded from the City's website, under the City Departments Tab, select City Clerk from the pull down menu – Bids and Proposals at <a href="http://www.hermosabch.org/index.aspx?page=667">http://www.hermosabch.org/index.aspx?page=667</a>. To be considered as a responsive bidder you must email the project manager listed on the Notice of Inviting Bids to confirm you downloaded the Plans, Specifications, and Construction Documents from the City website. This action will add your company name to the Plan holder list. For any questions please contact the Project Manager, Reed Salan, by email at <a href="mailto:rsalan@hermosabch.org">rsalan@hermosabch.org</a>. All questions regarding this bid must be submitted in writing no later than **12:00 p.m., Thursday, March 28, 2019**, to the project manager by email.

#### **INSTRUCTIONS TO BIDDERS**

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

#### FORM OF PROPOSAL

The Proposal shall be fully executed and submitted on the forms provided by the City and shall be enclosed in a sealed envelope marked and addressed as directed in the Notice Inviting Bids. Proposal forms will be issued in each bound copy of the Contract Documents.

#### PROPOSAL DOCUMENTS

All Proposals shall include the following executed documents to be submitted with each bid:

Bidding Schedule Bidder's Declaration Non-Collusion Affidavit Bid Bond Designation of Subcontractors Construction Project Reference Bidder's Assurance Certificate of Non-Discrimination by Contractors

#### **DELIVERY OF PROPOSAL**

The Proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that its Proposal is received as stipulated. Any Proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

#### WITHDRAWAL OF PROPOSAL

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

#### MODIFICATIONS AND ALTERNATIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may cause its rejection. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

#### DISCREPANCIES IN PROPOSALS

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Proposal informal and may cause its rejection. The bidder shall state in figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in figures.

If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

#### PROPOSAL GUARANTEE

Each bidder shall submit with his Proposal cash, an unconditional certified or cashier's check, or a bidder's bond, in the sum of the percentage of the bid stated in the Notice Inviting Bids, payable to the City as a guarantee that the bidder will, if its Proposal is accepted, execute the Contract and furnish a satisfactory Faithful Performance Bond, a satisfactory Payment Bond and insurance certificates as specified herein.

If a bidder to whom an award is made, fails or refuses to sign the Contract or furnish the required bonds and certificates, all within the time stated in Section 2-1.5 of the Special Provisions bound herein, the funds represented by said check or bidder's bond shall be forfeited and become and remain the property of the City; the amount thereof being agreed to by the bidder and the surety as liquidated damages due the City because of the delay in the execution of the Contract and in the performance of work thereunder, resulting from such failure or refusal, except that if the City awards the contract to the next lowest bidder, only that portion of the bidder's security equal to the difference between the two bids will be forfeited.

A Bid Bond must be obtained from a corporate surety authorized to do business as such in the State of California and should be on the form furnished by the City or one substantially in conformance with it. Certified or cashier's checks must be drawn on a solvent state or national bank or branch thereof in the State of California. The liability of the City in connection with the checks shall be limited to the return of the checks as provided in Section 2-1.6 of the Special Provisions bound herein.

#### **DISQUALIFICATION OF BIDDERS**

A person, firm, or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor.

#### ADDITIONAL REQUIREMENTS

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Proposal and Contract Documents.

#### FAIR EMPLOYMENT PRACTICES DOCUMENTS

Fair Employment Practices Documents are to be submitted by the low bidder within three days following the opening of bids. See enclosed instructions and documents on page 19.

#### CONTRACT DOCUMENTS

Contract Documents are to be submitted within twenty-one (21) calendar days AFTER award of contract.

#### **BIDDER QUALIFICATIONS**

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the CONSTRUCTION PROJECT REFERENCE form provided herein.

Each bidder shall possess valid active Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years' experience in the magnitude and character of the work bid.

Bidder Qualifications called for to be submitted at the time of bid include, but are not necessarily limited to:

- 1. The Contractor shall have been in business under the same name and California Contractor's License for a minimum of 5 continuous years prior to the bid opening date for this project. The license used to satisfy this requirement shall be of the same type as required by the contract.
- 2. The Contractor's license classifications shall be "A"
- 3. The Contractor shall provide a minimum of 3 references for similar projects of similar size, scope and magnitude, which have been successfully completed in the State of California during the past 5 years.
- 4. The Contractor shall have a minimum of 10 years of experience.
- 5. The Contractor shall perform above 50% of the contract with its own forces.

#### **PROPOSAL DOCUMENTS**

CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

To Be Submitted

WITH

Bid Package

#### CONTRACTOR:

#### PROPOSAL

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

#### **BIDDING SCHEDULE**

#### TO: CITY OF HERMOSA BEACH HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL CITY HALL HERMOSA BEACH, CALIFORNIA 90254

Ladies and Gentlemen:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

#### CIP No. 14-173 8th STREET IMPROVEMENTS PROJECT

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein.

Bid items costs associated with Mobilization (Not to Exceed 5% of Bid- including but not limited to temporary office trailers, power, water phone, fax, internet connection, sanitary facilities, parking, surveying, construction water, equipment and materials staging area, temporary fencing, gates, screening and all associated items), Bonds, Insurance, Traffic Control, labor, equipment, materials, overhead, profit, any and all other indirect costs shall be considered full compensation for each bid item.

All work shall be completed within <u>50 Working days</u> from the date the notice to proceed is issued by the Engineer.

A non-mandatory pre-bid job walk is scheduled for Tuesday, March 26, 2019 at 10:00 AM at the intersection of 8th Street and Valley Drive (down the street from City Hall). All bidders are encouraged to attend. Prospective bidders are not required to be present at pre-bid meeting to be considered for the project.

#### BIDDING SCHEDULE CIP No. 14-173 8TH STREET IMPROVEMENTS PROJECT

ltem No.	Est. Quantity		-		Description	Payment Reference	Unit Price	Total
1	1	LS	Mobilization (Not to exceed 5%)	701-4	\$	\$		
2	2	EA	Changeable Message Sign - New sign becomes City property upon completion	701-4	\$	\$		
3	1	LS	Construction Staking & Survey Monument Perpetuation	726-2	\$	\$		
4	1	LS	Traffic Control including pedestrian path of travel	703-11	\$	\$		
5	1	LS	Water Pollution Control (Construction BMP's)	724-2	\$	\$		
6	12,150	SF	Remove Existing & Replace PCC Sidewalk (4" thick)	714-2	\$	\$		
7	420	LF	Remove Existing and Replace PCC Curb & Gutter (6" CF)	712-2	\$	\$		
8	13	EA	Remove Existing & Replace ADA PCC Curb Ramp with Domes	713-4	\$	\$		
9	20	EA	Remove Existing & Replace PCC Curb Ramp with Domes and adjacent PCC Cross Gutter Spandrel reconstruction	713-4, 719-2	\$	\$		
10	6,550	SF	Remove Existing & Replace PCC Driveway	714-2	\$	\$		
11	4,000	SF	Remove Existing and Replace 4" thick AC Pavement (Construction note 13 only)	708-2	\$	\$		
12	2	EA	Adjust Manhole to Finished Grade	705-2	\$	\$		
13	13	EA	Adjust Water Valve to Finished Grade	705-2	\$	\$		
14	4	EA	Tree and Stump Removal and New 24" Box Replacement Tree (Species and new location as Directed)	715-7	\$	\$		
15	1	EA	Apply Thermoplastic Traffic Striping, Legends & RPM's: Stop legend and bar (EA) Centerline marking (detail 21 - 4" & 8" single, double solid and broken) (LF) Two-way reflective RPMs (EA) Red curb markings (LF) Red pavement markings (LF) Parking T's (EA) Sand blast / removal (LF) Crosswalk – Continental (LF)	716-5	\$ \$ \$ \$ \$ \$ \$	\$		
16	1	LS	Remove Conflicting Portions of Existing Wood Deck and Wood Handrail and Place Finishing End Treatments to Remaining portion of Wood Deck and Hand Rail	720-2	\$	\$		

17	30	LF	Construct Metal Handrail	721-2	\$ \$
18	25	LF	Construct Concrete Retaining Wall	722-2	\$ \$
19	1	EA	Construct 5' x 5' Iron Tree Grate	723-2	\$ \$
20	4	EA	Construct 4' x 4' Filterra Bio-retention System with bottom openings & ADA Compliant Galvanized fully covered- no gaps-Steel Grate (or Approved Equal) includes Local Depression Curb & Gutter	725-4	\$ \$
21	20	EA	Adjust Utilities Boxes and Covers to Finished Grade	705-2	\$ \$
22	1	LS	Reconstruct and refinish Stucco, Retaining Wall, Wood deck, planter walls as needed	727-2	\$ \$

#### 8TH STREET IMPROVEMENTS BID TOTAL (BASIS OF AWARD):

#### (Figures) \$

<u>(Words)</u>

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of

Dollars,

said amount being not less than 10 percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

CONTRACTOR:

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

#### **BIDDER'S DECLARATION**

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he 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 that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an

amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contracts Code Sec. 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of thirty (30) days after the date of its proper opening by the City.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Contractor's	s Business Na	me	Contractor Sign	Title	
Business A	ddress: Stree	t	Ву	Title	
City	State	Zip	Contractor's Licens	se No. and Classification	on
Business P	hone Number	_	Date		
Name	Title	_	Residence: Street		
City	State	 Zip	Residence Phone	Number	

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

#### **NON-COLLUSION AFFIDAVIT**

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

	_being f	first	duly	sworn,	deposes
and says that he or she is	(	of			
the party making t	the foreg	oing	bid th	nat the	oid is not
made in the interest of, or on the behalf of, an	y undiscl	losec	l per	son, pa	rtnership,
company, association, organization, or corporation	n; that th	ne bi	d is g	genuine	and not
collusive or sham; that the bidder has not directl	y or indi	irectly	/ coll	uded, c	onspired,
connived, or agreed with any bidder or anyone else	to put in	a sha	am bi	d, or tha	at anyone
shall refrain from bidding; that the bidder has not i	n any ma	anne	r, dire	ectly or	indirectly,
sought by agreement, communication, or conference	e with ar	nyone	e to fi	x the bi	d price of
the bidder or any other bidder, or to fix any overhead	, profit, or	r cost	t elem	nent of th	nat of any
other bidder, or to secure any advantage against th	e public l	body	awar	ding the	contract
of anyone interested in the proposed contract; that al	ll stateme	ents c	ontai	ned in th	ne bid are
true; and, further, that the bidder has not, directly o	r indirect	ly, sι	ubmit	ted his d	or her bid
price or any breakdown thereof, or the contents the	reof, or d	livulg	ed in	formatio	n or data
relative thereto, or paid, and will not pay fee to a	iny corpo	oratio	n, or	agent t	hereof to
effectuate a collusive or sham bid.					

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY

STATE

ΖIΡ

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (attach appropriate jurats)

#### DECLARATION OF ELIGIBILITY TO CONTRACT [Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.7 of the Labor Code."

"(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of

\_\_\_\_\_, at \_\_\_\_\_\_(place of execution), California.

Signature	
Name:	Title:
Name of Company:	

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

#### BID BOND

#### KNOW ALL MEN BY THESE PRESENTS:

THAT

\_\_\_\_\_, as

Principal, and \_\_\_\_\_\_, as Surety, are held firmly bound unto the City of Hermosa Beach in the sum of \$\_\_\_\_\_\_\_

\_\_\_\_DOLLARS,

(not less than ten percent of total amount of bid)

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.

WHEREAS, said Principal has submitted a bid to the City to perform all work required under the following:

#### PROJECT No.: CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

NOW, THEREFORE, if said Principal is awarded a Contract by the City and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, said Surety shall pay all costs incurred by the City in such suit, including a reasonable attorneys' fee to be fixed by the court. Surety hereby waives the provisions of California Civil Code §2845.

SIGNED AND SEALED	, this	day of	7
	(SEAL)		(SEAL)
Principal		Surety	、
BY:		BY:	
Signature		Signature	

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.

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

#### **DESIGNATION OF SUBCONTRACTORS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which 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 legislative body of the Owner.

The bidder shall also designate in the space provided indicating whether or not the subcontractor qualifies as a Woman Owned Business Enterprise, "WBE", or a Minority Business Enterprise, "MBE".

WBE Portion or of <u>MBE Work %</u>	Subcontractor's Name and Address	State Type of License <u>Work Number</u>	<u>Class</u>

The total amount of work subcontracted shall not exceed more than <u>49</u>% of the contract amount.

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

#### **CONSTRUCTION PROJECT REFERENCE**

To be responsive, the bidder must list below the minimum requirements as described in the section entitled BIDDER QUALIFICATIONS on page 3 of these specifications. Attach additional sheets as needed.

.

Project Title	
Contract Amount	
Type of Work	
Client	
Agency Project Manager	Phone
Date Completed	% subcontracted
Project Title	
Contract Amount	
Type of Work	
Client	
Agency Project Manager	Phone
Date Completed	% subcontracted
Project Title	
Contract Amount	
Type of Work	
Client	
Agency Project Manager	Phone
Date Completed	% subcontracted

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature \_\_\_\_\_

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

#### **BIDDER'S ASSURANCE**

#### FROM:

	Name of Bidder:	
	Business Address:	
	Telephone No:	()
<u>TO:</u>	Members of the City	/ Council

Members of the City Council c/o City Hall City of Hermosa Beach, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for:

#### PROJECT No.: CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

The undersigned declares that he has carefully examined the location of the proposed work; that he has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders; and hereby proposes to furnish all materials, machinery, tools, labor, and services, and do all the work necessary to complete the project in accordance with said Plans and Specifications, and other Contract Documents, at the item prices on the bidding schedule.

BY: \_\_\_\_\_ TITLE:

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

#### **CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS**

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

- 1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
- 2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
- 3. To take affirmative steps to hire minority employees within the company.

FIRM\_\_\_\_\_

TITLE OF PERSON SIGNING\_\_\_\_\_\_

SIGNATURE\_\_\_\_\_

DATE\_\_\_\_\_

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

# FAIR EMPLOYMENT PRACTICES DOCUMENTS

# CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

To Be Submitted

By The Low Bidder

WITHIN THREE WORKING DAYS FOLLOWING

OPENING OF BIDS

#### FAIR EMPLOYMENT PRACTICES

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

# **INSTRUCTIONS**

The Fair Employment Practices in Contracts, as adopted by City, requires that the City not do business with any firm that discriminates against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Accordingly, every contract or subcontract of the City in excess of \$10,000 for public works, or for goods and services, must be accompanied by a Certificate of Non-Discrimination, obligating the contractor or subcontractor to observe the requirements specified therein.

In addition to the Certificate of Non-Discrimination, the Fair Employment Practices in Contracts also requires that the lowest responsible bidder undertake an affirmative course of action to promote equal employment opportunities and to ensure that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Completion of the attached compliance report will satisfy this requirement. The apparent successful low bidder and each of its subcontractors must submit one copy of the compliance report to the Director of Public Works/City Engineer, Hermosa Beach City Hall, 1315 Valley Dr., Hermosa Beach, California, 90254, within three days after the opening of bids.

## FAIR EMPLOYMENT PRACTICES

#### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

# CONTRACTOR COMPLIANCE REPORT

This report must be completed by prime contractor and each subcontractor. Complete all items unless otherwise instructed. Use additional sheets if necessary. Submit one copy of the completed report to Owner:

c/o Department of Public Works Hermosa Beach City Hall 1315 Valley Dr. Hermosa Beach, CA 90254

#### PART I. FIRM DESCRIPTION

- 1. Circle one: Prime Contractor Subcontractor
- 2. Name of Firm:
- 3 Address:
- 4. Name and address of principal official or manager:
- 5. Name and address of home office, if different from above:
- 6. Person completing this form:
  - Signature:

Name and Title:\_\_\_\_\_

Business Telephone:

PART II: POLICIES AND PRACTICES (Circle proper answer)

Yes No Have you informed company officials and representatives regarding the non-discrimination provisions of the Owner's contracts?

Yes No Do your solicitations or advertisements for employment specify that you are an equal opportunity employer?

Yes No Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? If so, please enumerate:

JOB CATEGORY	TRAINING PROGRAM	W	В	Н	А	AI	М	F	TOTAL

W = White B = Black H = Hispanic A = Asian AI = American IndianM = Male F = Female

Yes No Are any apprentices obtained from sources outside the employer's work force? If yes, have you circulated information about apprenticeship openings or opportunities to the following:

	Yes	No	State Employment Offices
	Yes	No	Newspapers or other media
	Yes	No	High schools, including those in minority group areas
	Yes	No	Local trade or vocational schools
Yes	No	Agen	cies and organizations specializing in minority

employment

If there are any apprenticeship programs, please list, along with ethnic breakdown:

JOB CATEGORY	TRAINING PROGRAM	W	В	Н	А	AI	М	F	TOTAL

Yes No If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the non-discrimination provisions of the Owner's contracts?

6. Identify (names and addresses) the employment agencies, personnel recruitment organizations, newspaper advertising, or other non-union sources from which the company recruits its personnel.

NAME	ADDRESS

Yes No Have you a collective bargaining agreement with a labor union or other organization? If yes, specify the union or organization.

Yes No Does your company's collective bargaining agreement or other contract or understanding with a labor union or other working organization include a provision for non-discrimination in employment?

9. Remarks: Use this space for comment on any answers you have supplied.

# PART IIIA: <u>EMPLOYMENT FIGURES (1)</u>

Name of Firm:	Project
Name:	Date
Form Submitted:	

Person Submitting Form:

<u>Check One</u>: Submit separate forms for company makeup (page 24), and for specific project makeup (page 25)

- (X) Permanent makeup of company
- ( ) Estimated makeup of employees on this specific project only

				RITY GRO				
JOB CATEGORIES	TOTAL EMPLOYED	WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	М	F
OFFICERS & OFFICIALS								
PROFESSIONAL (2)								
CLERICAL & OFFICE								
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
А								
В								
С								
D								
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

(1) This report must be completed by prime contractor and each subcontractor.

(2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.

(4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.

\*An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identify of an employee by direct inquiry is not encouraged.

<sup>(3)</sup> Workers who operate equipment or perform factor-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.

#### PART IIIB: <u>EMPLOYMENT FIGURES (1)</u>

Name of Firm:	Project
Name:	Date
Form Submitted:	

Person Submitting Form:\_\_\_\_\_

<u>Check One</u>: Submit separate forms for company makeup (page 24), and for specific project makeup (page 25)

( )	Permanent m							
( X )	Estimated ma	akeup c	of empl	oyees on	this sp	ecific projec	t only	1
, <i>r</i>			MINO	RITY GROL	JPS*			
JOB CATEGORIES	TOTAL EMPLOYED	WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	М	F
OFFICERS &								<u> </u>
OFFICIALS								
PROFESSIONAL (2)								1
CLERICAL & OFFICE								
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								+
A								
В								<u> </u>
С								+
D								<u> </u>
SEMI-SKILLED (3)								+
UNSKILLED (4)								<u> </u>
TOTAL ITEMS 1-7								†
1) This report must b	e completed by pri		l later and		trootor		1	<u> </u>

This report must be completed by prime contractor and each subcontractor.
 Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.

(3) Workers who operate equipment or perform factor-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.

(4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc. \*An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identify of an employee by direct inquiry is not encouraged.

# **CONTRACT DOCUMENTS**

# CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

To be Submitted Within Twenty-One (21) Calendar Days AFTER Award of Contract

#### CITY OF HERMOSA BEACH CONSTRUCTION AGREEMENT

#### RECITALS

- A. Pursuant to the Notice Inviting Sealed Bids for <u>CIP No. 14-173 8<sup>th</sup> STREET</u> <u>IMPROVEMENTS PROJECT</u>, bids were received, publicly opened, and declared on the date specified in the notice; and
- B. On \_\_\_\_\_, City's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR; and
- C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT, in the City of Hermosa Beach.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

- 1. <u>GENERAL SCOPE OF WORK:</u> CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT, in the City of Hermosa Beach. The work shall be performed in accordance with the Plans and Specifications dated March 1, 2019 (the "Specifications") on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal and in accordance with the instructions of the City Engineer.
- 2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Builders General Provisions, Standard Specifications, Special Provisions, Exhibits A through E, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, the Builders General Provisions and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

- 3. <u>COMPENSATION</u>: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
- 4. <u>TIME OF PERFORMANCE</u>: CONTRACTOR agrees to complete the work within 30 working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time.

#### 5. <u>PREVAILING WAGES</u>.

- Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <u>http://www.dir.ca.gov/DLSR/PWD</u>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:
- When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

- When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
- CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
- CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.
- Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
- 6. <u>LEGAL HOURS OF WORK:</u> Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

- 7. <u>TRAVEL AND SUBSISTENCE PAY:</u> CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
- 8. <u>CONTRACTOR'S LIABILITY:</u> The City of Hermosa Beach and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work.

CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

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

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

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, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

- 9. <u>THIRD PARTY CLAIMS</u>. In accordance with Public Contracts Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any thirdparty claim.
- 10. <u>WORKERS COMPENSATION</u>: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, 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 worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
- 11. <u>INSURANCE</u>: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Builders General Provisions.
- 12. <u>ASSIGNMENT</u>: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.
- 13. <u>INDEPENDENT CONTRACTOR</u>: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

- 14. <u>TAXES</u>: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
- 15. <u>LICENSES</u>: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.
- 16. <u>RECORDS</u>: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
- 17. <u>SEVERABILITY</u>. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
- 18. <u>WHOLE AGREEMENT</u>: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
- 17. <u>AUTHORITY</u>: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.
- 18. <u>NOTICES:</u> All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in

writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

#### CITY OF HERMOSA BEACH 1315 Valley Drive Hermosa Beach, CA 90254

Attention: Reed Salan, Associate Engineer

#### CONTRACTOR:

Attention:

- 19 <u>DISPUTES</u>. Disputes arising from this contract will be determined in accordance with the contract documents and Public Contracts Code §§ 10240-10240.13.
- 20 <u>NON-DISCRIMINATION</u>: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
- 21 <u>NO THIRD PARTY BENEFICIARY</u>. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract. Further, no employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- 22 <u>TIME IS OF ESSENCE</u>. Time is of the essence for each and every provision of the Contract Documents.
- 23 <u>ACCEPTANCE OF FACSIMILE OR EMAIL SIGNATURES</u>. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission, or scanned and delivered via email. Such facsimile or email signature will be treated in all respects as having the same effect as an original signature.
- 24 <u>GOVERNING LAW</u>: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California CONTRACTOR'S License No. CONTRACTOR \_\_\_\_\_ By: \_\_\_\_ \_\_\_\_\_ TITLE Date CITY OF HERMOSA BEACH, CALIFORNIA Ву:\_\_\_\_\_ MAYOR Date ATTEST: Ву:\_\_\_\_\_ \_\_\_\_ CITY CLERK Date CONTRACTOR'S Business Phone Emergency Phone at which CONTRACTOR can be reached at any time: ( ) APPROVED AS TO FORM: CITY ATTORNEY

Date

# CONTRACT

### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

# FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Hermosa Beach has awarded to \_\_\_\_\_\_\_, hereinafter designated as the "Principal", a Contract for:

#### PROJECT No.: CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

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

NOW, THEREFORE, we,
as Principal, and
as Surety, are held and firmly bound unto the Owner in the sum of
Dollars (\$),
this amount being not less than one hundred percent (100%) of the total Contract price

this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Hermosa Beach in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by

the Principal and Surety named herein, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal	
Ву	
Surety	
By	
-	

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.

# CONTRACT

### CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

# PAYMENT BOND

WHEREAS, the City of Hermosa Beach has awarded to\_\_\_\_\_\_, as Contractor, a contract for the work described as follows:

#### PROJECT No.: CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the Owner in the sum of \_\_\_\_\_\_

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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 such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this\_\_\_\_\_\_day of \_\_\_\_\_\_2018.

CONTRACTOR

SURETY

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.

# CONTRACT

## CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

# WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED:\_\_\_\_\_

CONTRACTOR

Ву\_\_\_\_\_

Signature

Title

ATTEST:

Ву\_\_\_\_\_

Signature

Title

#### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description:

Indemnitor(s) (list all names):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Hermosa Beach and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. 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. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which 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 an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, 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, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

 Name\_\_\_\_\_\_
 Name\_\_\_\_\_\_

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

 Its
 Its

39

# INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING EVIDENCE OF INSURANCE TO THE OWNER

Insured:

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

(Contractor, Lessee, Permittee, etc.)

## Insured

- A. 1. In order to reduce problems and time delays in providing evidence of insurance to the City, you are requested to give your insurance agent or broker a copy of the attached Insurance Requirements and endorsement forms along with these instructions for completing, executing, and submitting evidence of insurance.
  - 2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing selfinsurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State of California.
  - 3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.

# Insurance Agent or Broker

B. 1. The appropriate Endorsement Form shall be used. No changes in the terms of the Endorsement will be permitted. Certificates of Insurance alone will not be accepted by the City.

- 2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's contract, lease or permit are checked below and enclosed.
  - () Workers' Compensation/Employers Liability
  - () General Liability
  - () Automobile Liability
  - () Excess/umbrella Liability
  - () Professional Liability
  - () Property insurance
  - () Fine Arts Property Insurance
- 3. You shall have an authorized representative of the insurance company sign the completed endorsement forms, note his phone number at the bottom of page 2 and have said representative transmit the forms to the City. Signatures must be originals as the City will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
- 4. The name of the Insurance Company underwriting the coverage and its address shall be noted on page 2 of the endorsement form.
- 5. The "General description of agreement(s) and/or activity(ies) insured" shall include reference to the activity and/or to either the specific City contract number, lease number, permit number or construction approval number.
- 6. The coverages and limits for each type of insurance are specified in the attached sheet of insurance requirements. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered.
- 7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with the City's requirements.

- 8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.
- 9. When additional sheets are attached, change the number of pages at the bottom of the form.
- 10. Completed Endorsement(s) and questions relating to the required insurance are to be directed to:

Risk Management City of Hermosa Beach 1315 Valley Dr. Hermosa Beach, CA 90254 (310) 318-0202

- 11. Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
- 12. <u>DELAY IN SUBMITTING PROPERLY COMPLETED ENDORSEMENT</u> FORMS MAY DELAY YOUR INSURED'S INTENDED OCCUPANCY OR OPERATION UNDER AGREEMENT WITH THE OWNER.
- 13. For extensions or renewals of insurance policies which have the City's Endorsement Form(s) attached, the City will accept a copy of the endorsement (with an original signature) to extend the period of coverage as evidence of continued coverage.

# GENERAL COMPREHENSIVE LIABILITY ADDITIONAL INSURED ENDORSEMENT

# NAME OF ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1. That the City of Hermosa Beach and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
- 2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City.
- 3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Hermosa Beach, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management City of Hermosa Beach 1315 Valley Dr. Hermosa Beach, CA 90254 (310) 318-0202

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement	Effective	Policy No.
No.	Date	

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions relate to the above coverages includes:

<ul> <li>( ) Premises &amp; Operations</li> <li>( ) Contractual Liability</li> <li>( ) Independent Contractors</li> <li>( ) Products/Completed Operations</li> <li>( ) Broad Form Property Damage</li> <li>( ) Broad Form Liability Endorsement</li> <li>( ) Premises &amp; Operations</li> <li>( ) Explosion Hazard</li> <li>( ) Collapse</li> <li>( ) Underground Hazard</li> <li>( ) Personal Injury</li> <li>( )</li> </ul>
A deductible or self-insured retention (strike out one) of applies tocoverage.
DEDUCTIBLE APPLIES PER CLAIM, PER OCCURRENCE
INSURANCE COMPANY ADDRESS:
I,, (print name) hereby declare under penalty of
perjury, under the laws of the State of California, that I have the authority to bind the
above-named insurance company to this endorsement and by my execution hereof, do
so bind said company.
Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)
Executed at,on, 20

Phone No.: (\_\_\_\_)

## AUTOMOBILE LIABILITY ADDITIONAL INSURED ENDORSEMENT

# NAME OF ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1. That the City of Hermosa Beach and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
- 2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City.
- 3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Hermosa Beach, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management City of Hermosa Beach 1315 Valley Dr. Hermosa Beach, CA 90254 (310) 318-0202

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement	Effective	Policy No.
No.	Date	

TYPE OF COVERAGES TO WHICH	POLICY PERIOD	LIMITS OF
THIS ENDORSEMENT ATTACHES	FROM TO	LIABILITY

Scheduled items or locations are to be identified on an attached sheet.

The following are covered by the policy:

- () Owned Automobiles () Owned, Non-owned and Hired Automobiles
- () Non-owned Automobiles
- () Hired Automobiles

A deductible or self-insured retention (strike out one) of \_\_\_\_\_\_ applies to \_\_\_\_\_\_coverage.

DEDUCTIBLE APPLIES PER CLAIM\_\_\_\_\_, PER OCCURRENCE\_\_\_\_\_.

# INSURANCE COMPANY

ADDRESS:\_\_\_\_\_

I,\_\_\_\_\_\_, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at \_\_\_\_\_\_, \_\_\_\_\_on \_\_\_\_\_, 20\_\_\_.

Phone No.: ( )

# WORKERS' COMPENSATION/EMPLOYERS LIABILITY SPECIAL CANCELLATION NOTICE ENDORSEMENT

## NAME AND ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

This policy shall not be subject to cancellation except after notice in writing shall have been sent not less than thirty (30) days prior to the effective date thereof by certified mail, return receipt requested, addressed to Risk Management, City of Hermosa Beach, 1315 Valley Dr., Hermosa Beach, CA 90254.

The company agrees to waive all rights of subrogation against the City and its or their elected officials, officers, agents and employees.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement	Effective	Policy No.
No.	Date	-

TYPE OF COVERAGES TO WHICH	POLICY PERIOD	LIMITS OF
THIS ENDORSEMENT ATTACHES	FROM TO	LIABILITY

Workers' Compensation

Statutory

Employers Liability

The following are included in the above coverages:

\_\_\_\_\_

()	Broad Form All States Endorsement
()	Voluntary Compensation Endorsement

( ) ( ) ( )

INSURANCE COMPANY

ADDRESS:\_\_\_\_\_

I,\_\_\_\_\_\_, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at\_\_\_\_\_, \_\_\_\_\_on \_\_\_\_\_, 20\_\_\_.

Phone No.: ( )

## EXCESS LIABILITY INSURANCE ADDITIONAL INSURED ENDORSEMENT

# NAME AND ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1. That the City of Hermosa Beach and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
- 2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City.
- 3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Hermosa Beach, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management City of Hermosa Beach 1315 Valley Dr. Hermosa Beach, CA 90254 (310) 318-0202

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement	Effective	Policy No.
No.	Date	

POLICY PERIOD FROM TO

Excess Liability

- () Following Form
- () Umbrella Liability
- () Other

Applicable underlying coverages

Insurance Company

Policy No.

<u>Amount</u>

The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

A deductible or self-insured retention (strike out one) of \$\_\_\_\_\_applies to coverages not included in underlying policies.

DEDUCTIBLE APPLIES PER CLAIM\_\_\_, PER OCCURRENCE\_\_\_\_.

ADDRESS:

I,\_\_\_\_\_, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at	on	, 2	0	

Phone No.: ( )

## CIP No. 14-173 8<sup>th</sup> STREET IMPROVEMENTS PROJECT

# **SPECIAL PROVISIONS**

The following Special Provisions supplement and amend the "Standard Specifications for Public Works Construction" (Green Book). As a reference they have been arranged into a sequence which parallels the arrangement of the Standard Specifications.

# SPECIAL PROVISIONS

# CIP No. 14-173 STREET IMPROVEMENTS PROJECT TABLE OF CONTENTS

Page No.

PART 1 – GENE		SIONS	SP-1
PREFACE:	STANDA	RDS SPECIFICATIONS AND RD DRAWINGS	SP-1
Section 1.2:	<u>Terms ar</u>	nd Definitions	SP-1
Section 2:	<u>Scope of</u>	the Work	SP-2
	2-1 2-1.1 2-1.2 2-1.3 2-1.4 2-1.5 2-1.6 2-2 2.5 2.5.1 2.5.1 2.5.2 2-5.3 2.10 2.10.1	Work to Be Done Proposal Examination of Plans, Specification and Project Site Interpretation of Drawings and Documents Award of Contract Execution of Contract Return of Proposal and Guarantee Permits The Contractor's Equipment and Facilities Contractor's Responsibility for Work Notice and Service Thereof Warrantee of Title Disputed Work Retention of Imperfect Work	SP-2 SP-3 SP-3 SP-3 SP-4 SP-5 SP-5 SP-5 SP-5 SP-6 SP-6 SP-6 SP-7 SP-7
Section 3:	<u>Control c</u>	of Work	SP-7
	3-6 3-7.2 3-8.3 3-13	The Contractor's Representative Precedence of Contract Documents Shop Drawings Completion and Acceptance	SP-7 SP-7 SP-8 SP-8
<u>Section 5</u> :	Legal Re	lations and Responsibilities	SP-9
	5-3 5-3.2	Labor Prevailing Wages iii	SP-9 SP-9

	5-4.2 5-7 5-7.1.3	General Liability Insurance Safety Emergency Provisions	SP-9 SP-11 SP-11
Section 6:	<u>Prosecut</u>	ion and Progress of the Work	SP-11
	6-1	Construction Schedule and Commencement of Work	SP-11
	6-3 6-3.1.1 6-8 6-9	Time of Completion Working Day Completion and Acceptance Liquidated Damages	SP-12 SP-12 SP-9 SP-13
o (; =			
Section 7:	Measuren	nent and Payment	SP-13
	7-3.2 7-3.9 7-4.2.1 7-4.3	Partial and Final Payment Work Performed Without Direct Payment Basis for Establishing Costs Markup	SP-13 SP-14 SP-14 SP-14
Section 9	<u>Additiona</u>	I Special Provisions	SP-15
	9-1 9-1.1 9-2	Legal Relations and Responsibilities Laws to be Observed Fair Employment Practice Commission Certification	SP-15 SP-15 SP-17

# SPECIAL PROVISIONS

#### CIP No. 14-173 STREET IMPROVEMENTS PROJECT

#### PART 1 – GENERAL PROVISIONS

#### PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

The Standard Specifications for Public Works Construction written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California shall be the Standard Specifications of the Owner. All work shall conform to the latest edition, including supplements, of the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, and the Standard Drawings as issued by the City available at the time bids are opened unless otherwise specified in the Contract Documents.

The above referenced Standard Specifications, Special Provisions and Standard Drawings are hereby made a part of the Contract Documents.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

#### Section 1 General

#### Section 1-2 Terms & Definitions

Whenever in the Standard Specification in the following terms are used, they shall be understood to mean and refer to the following:

(a)	BOARD	The City Council of the City of Hermosa Beach
(b)	CONTRACT DOCUMENTS	Documents including but not limited to the proposed forms, Special Provisions, Technical Provisions, Bonds, Insurance, Contract and all Addenda setting forth any modifications of the documents.
(c)	ENGINEER	The Director of Public Works/City Engineer or his authorized representative.
(d)	BIDDER	An individual, co-partnership, association or

corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

- (e) LEGAL ADDRESS The legal address of the Contractor to be the address OF CONTRACTOR given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.
- (f) LABORATORY An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.
- Section 2 Scope of the Work
- Section 2-1 Work to be Done
- Section 2-1.1 Proposal

The following is in addition to the provision of Section 2-1:

The proposal shall be fully executed and submitted on the forms provided by the City and shall be enclosed in a sealed envelope marked and addressed as directed in the "Notice Inviting Bids".

If the proposal is made by an individual, it shall be signed and his or her full name and address shall be given; if it is made by a firm it shall be signed with co-partnership name by a general partner thereof, who shall also sign his or her known name, and the name and address of each member of such co-partnership shall be given; if made by a corporation, the name of the corporation shall be signed by its duly authorized officers and attested by the corporate seal.

Bidders are warned against making erasures or alterations of any kind on their Proposal. Proposals which contain omissions, erasures, alterations, conditions or additions not called for may be rejected.

At the time the Contract is awarded by the City, the Contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work required by this Contract.

# Section 2-1.2 Examination of Plans, Specifications and Project Site

The following is in addition to the provisions of Section 2-1:

Bidders shall read the specifications, examine the drawings and make their own estimates of the existing facilities and difficulties which will attend the execution of the work called for by the proposed contract, including local condition, uncertainty of weather and all other contingencies.

Bidders shall satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Proposal forms. Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or his assistants (or the Architects or their assistants), shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the City.

#### Section 2-1.3 Interpretation of Drawings and Documents

The following is in addition to the provisions of Section 2-1:

If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Engineer and such addendum shall be considered a part of and incorporated in the Contract Documents.

#### Section 2-1.4 Award of Contract

The following is in addition to the provisions of Section 2-1:

After the Proposals have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received.

Award of the Contract, if it be awarded, will be made by the Owner within 30 days after opening of the bids. Award will be made to the lowest responsible bidder.

In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required but will not alone determine whether a bidder is competent to undertake the proposed work.

Only manufacturers or contractors of established reputation, or their duly authorized dealers or agency, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

# Section 2-1.5 Execution of Contract

The following is in addition to the provisions of Section 2-1:

A bidder whose proposal is accepted shall properly sign a written contract with the City on the form attached hereto and return said contract together with good and approved bonds and insurance certificates as required by the Contract Documents within twentyone (21) calendar days from the date of the mailing of a notice from the City to the bidder, according to the address given by him, of acceptance of his proposal. Contract bonds and certificates of insurance, if required, shall be filed in all instance before delivering any equipment, materials or performing any work under the contract; also before any purchase order shall be issued. An executed Power of Attorney form shall be submitted with all contract bonds herein specified.

If a bidder whose proposal is accepted fails or refuses to enter into a contract as herein provided, or to conform to any stipulated requirement in connection therewith, the money represented by his check or bidder's bond shall be refunded less the difference between the low bid and the bid of the bidder with whom the City enters into an agreement in accordance with the provisions of the Public Contracts Code Section 20174. At the discretion of the City an award may be made to the bidder whose proposal is next most acceptable to the City, and such bidder and his surety shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made may be required before the contract is finally signed to furnish evidence of its corporate existence, of its right to do business in California and of the authority of the officer signing the contract and bonds for the corporation to so sign.

## Section 2-1.6 Return of Proposal and Guarantee

The following is in addition to the provisions of Section 2-1:

The check or bond of a bidder to whom the contract has been awarded will be returned to him after all of the acts, for the performance of which said security is required, have been fully performed. The checks or bid bonds of the second and third lowest bidders will be returned when the bidder to whom the contract has been awarded has properly executed all of the required Contract Documents. Check or bid bonds of other bidders will be returned when their proposals are rejected or in any event at the expiration of forty-five (45) days from the date of opening bids.

## Section 2-2 Permits

The following is in addition to the provisions of Section 2-2:

Prior to beginning work, the Contractor shall obtain authorization and permits from the City of Hermosa Beach. The Contractor will be responsible to protect and preserve all property and improvements in accordance with Section 6-2.1, Protection and Restoration of Existing Improvements.

The Contractor must have or obtain a valid City of Hermosa Beach Business License in accordance with the provisions of the Hermosa Beach Municipal Code.

#### City Encroachment Permit

A City Encroachment Permit is required to work within public right-of-way and will be issued at no cost to the Contractor.

#### Other Encroachment Permits

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

#### Section 2-5 The Contractor's Equipment and Facilities

## Section 2-5.1 Contractor's Responsibility for Work

The following is in addition to the provisions of Section 2-5.1:

Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance with 5-4, Insurance, hereof, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

#### Section 2-5.2 Notice and Service Thereof

Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the City by personal delivery thereof to the City's Engineer or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

Public Works Department City of Hermosa Beach 1315 Valley Dr. Hermosa Beach, CA 90254

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated to the party giving the notice, postage prepaid and registered.

## Section 2-5.3 Warranty of Title

No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection,

or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the City. The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

Section 2-10 Disputed Work

#### Section 2-10.1 Retention of Imperfect Work

The following is in addition to the provisions of Section 3-5:

If any portion of the work done or materials furnished under the contract proves defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the Engineer, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefor in the payment due the Contractor as may be just and reasonable.

#### Section 3 Control of the Work

#### Section 3-6 The Contractor's Representative

The following is in addition to the provisions of Section 3-6:

The Contractor shall furnish the Engineer with the name, address and business and home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

#### Section 3-7.2 Precedence of Contract Documents

The following supersedes the provisions of Section 3-7.2:

The order of precedence of contract documents shall be:

FIRST	Requirements of law, including the Code and Ordinances of the City of Hermosa Beach.
SECOND	Permits from other agencies as may be required by law.
THIRD	Permits from City of Hermosa Beach Departments as may be required by law or ordinance.
FOURTH	The Contract.

FIFTH	Addenda.
SIXTH	The Bid Proposal.
SEVENTH	Notice Inviting Bids.
EIGHTH	Instructions to Bidders.
NINTH	Technical Provisions.
TENTH	Plans.
ELEVENTH	Special Provisions of the Standard Specifications.
TWELFTH	Standard Plans.
THIRTEENTH	Standard Specifications for Public Works Construction (current edition).
FOURTEENTH	Reference Specifications.

Change orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND and THIRD. Detailed plans shall have precedence over general plans.

## Section 3-8.3 Shop Drawings

The following submittals are in addition to the provisions of Section 3-8.3:

The Contractor shall submit the following submittals within 15 days of notification of the City's intent to award this contract:

- Work Schedule
- Material Data (catalog sheets) and Samples (where applicable)

The City will review and respond to all submittals within ten working days of receipt.

#### Section 3-13 Completion and Acceptance

The following is in addition to the provision of Section 3-13:

In addition to the guarantees as required in Section 1-7.2, Contract Bonds, of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of one year after acceptance of the work by the Owner to insure that defects, which appear within said period, will be repaired, replaced, or corrected by the Contractor, at his own cost and expense, to the satisfaction of the Engineer within thirty (30) days after written notice thereof by the City.

# Section 5 – Legal Relations and Responsibilities

Section 5-3	Labor
-------------	-------

## Section 5-3.2 Prevailing Wages

The following is in addition to the provisions of Section 5-3.2:

Each bidder must submit with the Bid Proposal a fully executed Certificate of Non-Discrimination by Contractors. Bids will not be considered unless accompanied by the completed Certificate.

After the opening of bids and the determination of the low bidder, said low bidder shall submit to the Public Works Department, no later than 5:00 P.M. on the third working day following the bid opening, a completed "Fair Employment Practices Contractor Compliance Report".

The Contractor shall comply with all applicable provisions of Sections 1776, 1777.5 and 1777.7 of the California Labor Code. The Contractor shall be responsible for compliance with Section 1776 and shall insert a provision in all subcontracts requiring subcontractors to comply with said section.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

## Section 5-4.2 General Liability Insurance

The following supersedes the provisions of Section 5-4.2:

The Contractor needs to name in their Liability Insurance the "City of Hermosa Beach" as additional insured.

The Contractor shall, at its expense, maintain in effect all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers licensed to sell insurance in the State of California and having a "A-"or higher rating in the latest edition of Best's Insurance Guide, and shall be subject to approval by the City's Risk Manager:

## Workers' Compensation and Employer's Liability

- Workers' Compensation coverage as required by law
- Employer's Liability limits of at least \$100,000 per occurrence

## Comprehensive General Liability

Automobile Liability

- Combined Single Limit \$2,000,000
- Combined Single Limit \$1,000,000

The automobile and general comprehensive liability policies may be combined in a single policy with a combined single limit of \$1,000,000.

All of the Contractor's policies shall contain an endorsement providing written notice shall be given to the City at least 30 calendar days prior to termination, cancellation or reduction of coverage in the policy

The Bodily Injury and Property Damage Liability policies shall contain the following:

- 1. An endorsement extending coverage to the City as an insured, in the same manner as the named insured as respects liabilities arising out of the performance of any work under the Contract. Such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.
- 2. "Severability of Interest" clause.
- 3. Elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
- 4. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract.

Promptly on execution of the Contract, and prior to commencement of any work, the Contractor shall deliver to the City copies of all required policies and endorsements thereto on the forms supplied by the City.

The Contractor shall require and verify similar insurance on the part of its Subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Contractor under the Contract.

Any policy or policies of insurance that the Contractor or his Subcontractors elects to carry as insurance against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this contract shall include a provision waiving the insurer's right of subrogation against the City. The cost of all insurance shall be included in the contractor's bid.

Instructions for completing the required endorsements and forms therefore are attached to these Special Provisions as Exhibits A-E.

# Section 5-7 Safety

The following is in addition to the provisions of Section 5-7:

# Section 5-7.1.3 Emergency Provisions

The following is in addition to the provisions of Section 5-7:

Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the City, an emergency exists of which the City is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the City, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the City may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the City may seem reasonable and necessary, all at the expense of the Contractor.

# Section 6 Prosecution and Progress of the Work

# Section 6-1 Construction Schedule and Commencement of Work

The following is in addition to the provisions of Section 6-1:

The Contractor's proposed construction schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

The names, addresses and telephone numbers of the Contractor and subcontractors, or

their representatives, shall be filed with the Public Works Manager and the County Sheriff's Department or the City Police Department prior to beginning work.

The Contractor shall also notify the City of Hermosa Beach and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following utility companies list of names and telephone numbers is intended for the convenience of the contractor and is not guaranteed to be complete or correct:

Southern California Edison Co.	Ryan Barfield	310/783-9340
The Gas Co.	Tony Cantarini	310/605-4190
Verizon	Dean Boyers	972/729-6322
Hermosa Beach Police & Fire	Dispatch	310/524-2750
Time Warner (Cable TV)	Dwight Richardson	310/750-9130
West Basin Municipal Water District	Frank Fuchs	310/220-5475
Athens Services (St Sweep / Trash)	Johnnie Perkins	888/336-6100
California Water Service Co.	Rob Olsen	310/257-1400
Underground Service Alert	Dial 811	800/227-2600
Los Angeles County Flood Maintena	ance Frank Wu	626/458-4358
Los Angeles County Public Works	Frank Wu	626/458-4358
Los Angeles Sanitation District	Engineering Counter (x1205)	562/908-4288
AT&T – Distribution	Meredith Houston	310/515-4376
AT&T – TCA	Maria Guzman	213/787-9996

The Contractor shall submit periodic Progress Reports to the Director of Public Works by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

#### 6-2 Prosecution of the Work

#### Section 6-2.1 Protection and Replacement of Existing Improvements

The following is in addition to the provisions of Section 6-2:

The Contractor shall protect in place existing landscaping, irrigation, walls, planters, buildings and other improvements.

6-3 Time of Completion

Section 6-3.1.1 Working Day

The following is in addition to the provisions of Section 6-3.1:

The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 5:00 P.M., Monday through Friday. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

The following days are considered holidays, and no work will be allowed on the project. Any work not completed and fully open to public traffic shall be maintained in a safe and delineated condition. Traffic control and safety devices shall be maintained at all times.

Veteran's Day Nov 12 (date Observed) Thanksgiving November 22<sup>nd</sup> and 23<sup>rd</sup> Christmas Eve December 24<sup>th</sup> Holiday week between December 25 through January 1 Martin Luther King Jr. Day January 21 Presidents Day February 18 March 16<sup>th</sup> (St Patrick's Day event) Memorial Day May 27 (Weekend Friday to Monday) June 23<sup>rd</sup>, (triathlon event) Independence Day July 4

NOTE: Any closure of Pier Avenue, Hermosa Avenue or Valley Drive could affect work on 8<sup>th</sup> Street.

Section 6-9 Liquidated Damages

The following is in addition to the provisions of Section 6-9:

The amount of liquidated damages is hereby amended to **<u>\$1,000</u>** for each consecutive calendar day.

#### Section 7 Measurement and Payment

## Section 7-3.2 Partial and Final Payment

Section 7-3.2 is hereby deleted and replaced with:

The closure date for periodic progress payments will be the twenty-fifth day of each

month. Authorization to pay is commonly received on the tenth day of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

#### Section 7-3.9 Work Performed Without Direct Payment

The following is in addition to the provisions of Section 7.3:

Tools and materials of any class for which no price is fixed in the Proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools and materials shall be included in the unit bid prices in the Proposal and no additional compensation will be paid therefor.

#### Section 7-4.2.1 Basis for Establishing Costs

Section 7-4.2.1 shall be changed as follows:

(a) Labor. The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus the employer payments of payroll taxes, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by collective bargaining agreements.

#### Section 7-4.3 Markup

Section 7-4.3 shall be changed as follows:

(a) Work by Contractor. An allowance for overhead and profit shall be added to the Contractor's costs as determined under 7-4.2.1 and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall also be compensated for the actual increase in the Contractor's bond premium caused by the extra work. Equipment rates shall be determined utilizing the latest published Caltrans equipment rates. For costs determined under each subsection in 7-4.2.1, the markup shall be:

(a)	Labor	20%	
(b)	Materials	15%	
(C)	Tool and Equipment Rental	15%	
(d)	Other Items	15%	

- (d) Other Items 15%
- (b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 7-4.3(a) shall be applied to the Subcontractor's costs as determined under 7-4.2.1. An allowance for the Contractor's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the full and complete markup for all overhead and profit for the Contractor on work by the Subcontractor.

For Contractor markup of Subcontractor's costs, the allowance shall be 10% on the first \$2,000 or portion thereof, and 5% on costs in excess of \$2,000.

## Section 9 Additional Special Provisions

#### 9-1 LEGAL RELATIONS AND RESPONSIBILITIES

## 9-1.1 LAWS TO BE OBSERVED:

Subdivision 9-1.01.1: <u>Laws and Regulations</u> - The Contractor shall keep himself fully informed of all Federal and State laws, County and City ordinances and regulations which, in any manner, affect those engaged or employed on the work, the materials used in the work or the conduct of the work. If any discrepancy or inconsistency should be discovered in this contract or in the Plans or Specifications herein referred to, in relation to any such law, ordinance or regulation, the Contractor shall forthwith report the same in writing to the Engineer. The Contractor shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this contract. He shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violations of any such laws, ordinances or regulations whether by himself or by his employees or his subcontractors or their employees.

Except as otherwise explicitly provided in these specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

All state laws, all county and city ordinances and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and works required to be done hereunder, shall be deemed to be and hereby are made controlling and part of these specifications.

Subdivision 9-1.01.2: <u>General</u> - The Contractor shall keep himself fully informed of all existing state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Subdivision 9-1.01.3: <u>Eight-Hour Law</u> - Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty \$25.00 (Twenty-five dollars) for each workman employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code and in

particular, Section 1810 to Section 1815 thereof inclusive except that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be compensated at not less than one and one-half (1 1/2) times the basic rate of pay as provided in Section 1815.

Subdivision 9-1.01.4: <u>Prevailing Rate of Per Diem Wages</u> - Pursuant to the provisions of Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates. The Federal Minimum wage rates for this project as predetermined by the United States Secretary of labor are set forth herein by addenda and in copies that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the federal minimum wage rates, if necessary, will be issued to holders. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in these Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of labor and the general prevailing wage rates determined by the Director of the California Department of Industries Relations for similar classifications of labor, the Contractor and subcontractor shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determination. This includes "helper" (or other classifications based on hours of experience) or any other classifications not appearing in the Federal wage rate determination. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractor, the Contractor and subcontractor shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information with be treated confidentially and caller anonymity will be respected.

The Contractor shall comply with Labor Code Section 1775. In accordance with said section, the Contractor shall forfeit as a penalty to the City \$50.00 (fifty dollars) for each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by `any subcontractor under him in violation of the provisions of the Labor Code and in particular Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or

portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Subdivision 9-1.01.5: <u>Certified Payroll</u> - Pursuant to Section 1776 of the Labor Code, the Contractor and/or subcontractors shall submit weekly to the City for each week in which any contract work is performed a certified copy of all payroll records. Should the Contractor fail to provide such payroll certificates, the City may withhold \$1,000.00 for each weekly payroll certificate not received from payment due.

9-2 FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION: The Contractor's attention is directed to the requirements in Section 12990 of the Government Code for nondiscrimination and compliance employment programs.

Technical Specifications

## PROJECT TECHNICAL SPECIFICATIONS CIP NO. 14-173 8<sup>TH</sup> STREET IMPROVEMENTS PROJECT

#### **SECTION 700 - GENERAL**

#### 700-1 INVESTIGATION OF SITE CONDITIONS

Bidders are urged to visit the site of the work and by their own investigations satisfy themselves as to the existing conditions affecting the work to be completed as part of this project. If the bidder chooses not to visit the site or conduct investigations, bidder will nevertheless be charged with knowledge of conditions, which reasonable inspection and investigation would have disclosed.

#### 700-2 UTILITIES

The existing subsurface utilities have been shown on plans period available records. To avoid or resolve any interference problems between existing utilities and the proposed work, the Contractor shall field verify the vertical and horizontal locations of all utilities and all other facilities and obstructions prior to beginning any excavations.

Special reference is hereby made to Section 400, "Protection and Restoration," of the SSPWC with respect to the protection, repair, and replacement of existing subsurface utilities.

The use of non-destructive / vacuum potholing techniques for locating or exposing utilities shall not be permitted unless prior written consent is obtained from the Engineer. The City reserves the right to deny the Contractor from utilizing non-destructive / vacuum potholing for any reason. Unless indicated otherwise in the Contract Documents, Contractor's bid shall assume that only conventional methods for locating utilities will be allowed.

## 700-3 WORKMANSHIP AND STANDARD OF CARE

The Plans and specifications are intended to provide sufficient detail for providing installations that are of a high quality. For all items of work and work of various trades, the Contractor is expected to provide workmanship that meets or exceeds the accepted industry standard for each item of work. Workers are expected to be competent and experienced in their respective trade or to at least be adequately mentored on the job site. Should any specifications or Plans not provide adequate details for the materials or installation requirements of any item of work, the Contactor shall install such item in accordance with the Standard Specifications for Public Works Construction (SSPWC). If the SSPWC does not address a particular work item, the Contractor shall install said item in accordance with the generally accepted industry standard unless the City provides additional details to the Contractor, in which case the City's directives shall prevail.

#### 700-4 <u>SUBMITTALS</u>

The Contractor shall provide the following submittals prior to starting construction:

Project Construction Schedule, sequence and phase plan

Preconstruction DVD, 2 copies in color

Copy of City Business License (Prime and Subcontractors)

24 Hr. Emergency Phone Call List

Letters identifying site authorized Contractor's representative or "Superintendent" and Contractor's "Competent Person"

Traffic Control and pedestrian path of travel plan (paper and PDF)

Waste Diversion Plan

AC Material Specifications

**Concrete Material Specifications** 

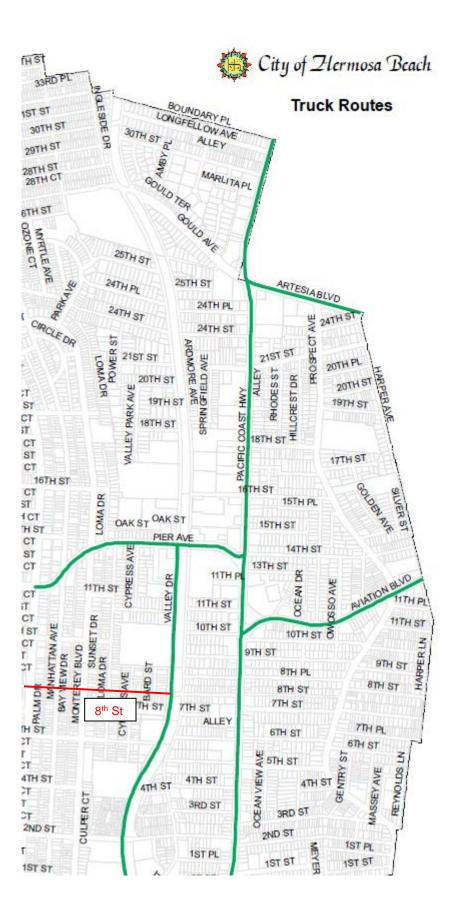
Truncated Domes for Access Ramps

Water Pollution Control (Construction BMP's) Proposed Methods/Submittals

And others as requested by the engineer

Note: No SWPPP or SWPCP is required since less than 1 acre disturbed

Truck Route / Haul Route for Construction trucks delivering and hauling off materials (see City-approved truck route map – green line roadways – on the next page). Further, no trucks shall use 27th Street, from Hermosa Avenue to Valley Drive.



#### **SECTION 701 - MOBILIZATION**

#### 701-1 <u>SCOPE OF WORK</u>

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site. Mobilization shall additionally include the establishment of any temporary facilities and the submittal of a detailed construction schedule.

Any other costs of work in advance of construction operations and not directly attributable to any specific bid item shall be included in the item mobilization.

#### 701-2 VIDEO RECORDING

A minimum of one week prior to start of construction, the Contractor shall video record all areas where construction is to take place. Such video recordings shall be provided to the Engineer before construction commences. These video recordings shall serve as a record of the existing conditions for disputes arising from restoration, and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Video recordings shall also document existing roadway striping and all painted curb markings in the project area. The video recordings shall be provided on standard DVD (digital video disk) in color. All video recordings shall be indexed and catalogued in such a manner that each photographed area is readily identifiable, and shall also indicate the date and time (hour, minutes and seconds) on which the recording was made. The Contractor shall also video record any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of video recording, the area shall be restored as approved by the Engineer at Contractor's expense. All video recordings shall become the property of the City.

## 701-3 CHANGEABLE MESSAGE SIGNS

Contractor shall provide two (2) portable Electronic Changeable Message Signs (CMS) and shall place the CMS at least 7 days in advance of any construction, at locations designated by the Engineer, where traffic enters the project limits at each end of 8th Street. **NOTE: The CMS units shall be newly purchased such that at the end of the project they will become City property.** The CMS shall be at least six feet by nine feet (6' X 9') and each character shall consist of at least 35 disks in a 7 by 5 matrix. Each pixel shall contain at least 2 LED's for low light conditions. Each character shall be at least 18" high. Photocell control brightness of the LED's and automatic type dimming from 10 to 100 percent. CMS shall be legible from 1,200 feet. CMS manufactured by ADDCO, DH1000 DOT, or approved equal shall be used. These CMS units and the actual working of messages must be approved by the Engineer prior to placement.

## 701-4 MEASUREMENT AND PAYMENT

Measurement and payment for mobilization shall be made at the stipulated lump sum price bid. Mobilization shall be a non-prorated item. All items involved in mobilization must be complete to receive any compensation. Any amount(s) not covered by the stipulated price shall be considered included in other listed items of the bid.

The lump sum price bid for mobilization shall include all labor, materials, tools, and incidentals required to complete mobilization in accordance with the contract documents.

Measurement and payment for CMS shall be made at the contract unit price bid per each and shall include all labor, materials (new CMS to become City property upon construction completion), tools, and incidentals required to install CMS in accordance with these contract documents.

# SECTION 702 - MISCELLANEOUS REMOVAL AND DISPOSAL OF MATERIAL

## 702-1 <u>GENERAL</u>

All work shall conform to Section 401, "Removal," of the Standard Specifications, and includes removal of all concrete sidewalk, ramps, curbs and gutters, concrete pavers, retaining curbs, retaining walls, AC pavement adjacent to proposed ramps, curb, and gutter and other miscellaneous removals required to construct the proposed improvements as shown on the plans or in these Special Provisions.

Existing City streets used during the disposal operation shall be left in a condition equal to the original. The Contractor shall be required to keep the work area clean and clear of unnecessary debris at all times.

## 702-2 PAINT REMOVAL

Striping and marking which is to be removed shall be removed by wet sandblasting and all sand residue shall be removed without delay as the sandblasting operation progresses. All sand blasted asphalt pavements shall be sealed with an asphalt emulsion if not otherwise being resurfaced.

#### 702-4 MEASUREMENT AND PAYMENT

Measurement and payment for miscellaneous removals and disposal is included in various related items of work and no additional compensation will be made for the removal and disposal of all items, including all labor, equipment, materials, tools, and all incidentals required to complete the job.

#### **SECTION 703 - TRAFFIC CONTROL INCLUDING PEDESTRIAN PATH OF TRAVEL**

#### 703-1 <u>GENERAL REQUIREMENTS</u>

All work required for maintaining and controlling traffic during the construction period shall conform to the applicable provisions of the SSPWC and these modifications herein. All such work shall additionally conform to the most recent Edition of the Manual on Uniform Traffic Control Devices (MUTCD) and California Supplement to the MUTCD hereinafter referred as MUTCD. Issued by the State of California, Department of Transportation (Caltrans) and the "Work Area Traffic Control Handbook," published by Building News, Inc.

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular, bicycle and pedestrian traffic.

The Contractor shall be responsible for the protection of vehicular, bicycle and pedestrian traffic until the work called for in the Plans, the Standard Specifications, and these Special Provisions have been accepted by the Engineer.

The Contractor shall notify the Engineer of intent to begin work at least five working days before work is to begin. The Contractor shall cooperate with the Engineer relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

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

During any period when two-way traffic is not provided, as approved by the City, the Contractor shall employ flaggers to control traffic through the construction zone.

Trenches shall be covered and traffic control signs removed at the end of each working day, unless otherwise shown on the traffic control plan and approved by the engineer. The Contractor shall notify the Engineer of any operation that will affect twoway flow of traffic in excess of five minutes for every half hour of working time, at least two working days in advance of such operation.

## 703-2 CONSTRUCTION SIGNING

Barricades and warning devices shall be provided by the Contractor to delineate the edge of traversable road and shall conform to the MUTCD. Barricades shall be installed around all open traffic areas when no work is in progress.

Advance warning signs shall be provided with orange warning flags in advance of temporary stop signs. Temporary stop signs are required any time a traffic signal is dark. Temporary stop signs shall be mounted at 7 feet high.

The Contractor shall post standard "NO STOPPING" construction zone signs 72 hours prior to construction, not more than 50 feet apart within the work area, showing the date and time of construction. A shorter notification period may be required (i.e. 24 hours' notice) if directed in writing by the City Engineer.

# 703-3 <u>ACCESS</u>

Access to street intersections, public and private parking lots, commercial businesses, residences, and other public and private properties shall be maintained at all times. At least 72 hours in advance of starting any work that may affect the access to private properties, the Contractor shall provide written notice to such property owners. Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work which cannot be accomplished without access restriction.

When access must be restricted, as determined by the Engineer, it shall occur only for the time period required to accomplish the particular item of work.

Modifications to traffic control shall be performed to correct any deficiencies in traffic flow (vehicular, bicycle, pedestrian, etc.) as deemed necessary by the Engineer or Public Works Inspector

# 703-4 RESTRICTIONS ON CLOSURE OF TRAFFIC LANES

A. All traffic lanes shall be open for public use on the days and at the times specified below:

- 1. Saturdays, Sundays and legal holidays: from 12:01 a.m. to 11:59 p.m.
- 2. Fridays and any day preceding a legal holiday: from 5:00 a.m. to 11:59 p.m.
- 3. All days not covered in 1 and 2 above:

7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

- 4. Non-construction hours: all hours when the Contractor's employees are not physically present at the construction site actively performing contract work.
- 5. In the vicinity of any Elementary or Middle School, the Contractor shall determine arrival and departure times of said school and shall provide for adequate traffic control for any school age pedestrian and/or bicycle routes to the school during the arrival and departure periods. The submittal of traffic control plans shall include arrival and departure times for each school. At no time will traffic control be allowed in the immediate vicinity so as to cause a hazard to a school pedestrian crosswalk during arrival and departure time periods. NOTE: 8<sup>TH</sup> STREET YELLOW SCHOOL CROSS WALK LOCATIONS PER PLAN.
- 6. During cold milling and repaving operation, only one lane may be closed, or as directed by the Engineer.
- B. On those days and hours when closure of traffic lanes is not prohibited under the provisions of the preceding subparagraph A, no more than one lane may be closed at any time during construction hours. During any lane closure, type II flashing arrow boards shall be used in accordance with the MUTCD.
- C. Traffic signals shall not be placed in flash operation during the hours that traffic lanes shall be kept open as defined in Paragraph A. Under no circumstances shall traffic signals be placed under flash operation without prior approval from the City. Traffic signals will only be placed on flash operation by City personnel. Contractor shall coordinate with the Engineer at least 48 hours in advance for signal service.

# 703-5 <u>TEMPORARY GUIDE MARKERS</u>

Temporary guide markers shall be either portable delineators or fluorescent traffic cones and shall conform to these Special Provisions. Only one type of temporary guide marker shall be used at any one time.

Temporary guide markers shall be placed at all locations shown on the traffic control plans and at such locations as directed by the Engineer.

Temporary guide markers shall be left in place at their designated locations; maintained, repaired and replaced as required until their removal is approved by the Engineer.

If the temporary guide markers are damaged, or are not in an upright position, for any reason, said markers shall immediately be replaced, or restored to their original locations in an upright position, by the Contractor, 24 hours per day, 7 days per week for as long as required by the City.

#### 703-6 PORTABLE DELINEATORS

Portable delineators shall conform to Section 12-3.04 of the State Standard Specifications.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed 25 feet on tangents or 10 feet on curves.

## 703-7 FLUORESCENT TRAFFIC CONES

Fluorescent traffic cones shall be new or reconditioned, and of good commercial quality flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be a highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be at least 28 inches. The base shall be of sufficient weight and size or shall be anchored in a manner such that the traffic cone will remain in an upright position.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent traffic cones exceed 25 feet on tangents or 10 feet on curves.

## 703-8 STRIPING

Temporary striping and marking for traffic control shall conform to Section 214 of the SSPWC, except that flexible, reflective Temporary Raised Pavement Markers (TRPM), as manufactured by Davidson Plastics Company, or approved equal, may be used in lieu of paint or pavement tape. Any striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without

delay as the sandblasting operation progresses. All sandblasted asphalt pavement shall be sealed with an asphalt emulsion (SS 1H emulsified asphalt).

#### 703-9 EMERGENCY RESPONSE BY CITY FORCES

If the Contractor fails to maintain and control traffic at any time during the construction period such that the safety to public vehicular, bicycle and/or pedestrian traffic is compromised in any way in the opinion of the Engineer or the City Police Department, the City will require the Contractor to stop work and open all traffic lanes, or immediately modify the traffic control plan, subject to approval by the City, to ensure that the unsafe situation is corrected. If, due to the nature of the work, it is impossible to open all traffic lanes, or the Contractor is unable to immediately modify the traffic control plan to restore safe and adequate traffic control, the City may mobilize emergency forces to re-establish adequate and safe traffic control. The emergency forces may include Police Department, Maintenance Services Division, Engineering Division, contractors or consultants hired by the City or other personnel as required to re-establish adequate and safe traffic control.

The Contractor shall pay for the full and complete time and material cost for any emergency response by City forces and firms hired by the City as described herein. This payment shall be in addition to the liquidated damages provided for in Section 6-9 of these specifications. Contractor agrees to pay such costs as provided for in this paragraph, and in case the same are not paid, Contractor agrees that City may deduct the amount of such costs from any money that is due or that may be due the Contractor under the contract. The Contractor shall not be entitled to any delay claims for worked stopped by the City in order to correct an unsafe traffic condition, regardless of whether or not traffic control was set up in accordance with an approved traffic control plan.

## 703-10 TRAFFIC CONTROL PLAN

Prior to commencing construction, the Contractor shall submit a detailed Traffic Control and pedestrian path of travel plan for approval by the City. City will attempt to respond to any submittal or resubmittal within three working days. The Contractor shall not commence work prior to receiving a signed and stamped approved Traffic Control Plan. Any delay in acquiring Traffic Control Plan approval will be at the Contractor's expense and no additional working days will be granted.

The Traffic Control and pedestrian path of travel plan shall be prepared by a licensed California Civil or Traffic Engineer and shall conform to the most recent edition of the MUTCD and the California Supplement to the MUTCD and the plan shall cover signing, flagging, detour geometrics, delineation and channelization, barriers and barricades, separation of opposing traffic

streams, and hours of flash operation at major intersections if needed overnight. Water filled K-rails for pedestrian safety shall be used. The pedestrian path of travel plan shall include a safe path of travel for the length of 8<sup>th</sup> Street per the sequence plan on appendix B.

#### 703-11 MEASUREMENT AND PAYMENT

Measurement and payment for traffic control and pedestrian path of travel shall be made at the stipulated contract lump sum price.

The above contract price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, traffic control and pedestrian path of travel plans and incidentals for traffic control, in accordance with the Contract Documents.

## SECTION 705 - ADJUSTING OF UTILITIES BOXES AND COVERS TO FINISHED GRADE

#### 705-1 SCOPE OF WORK

The Contractor shall mark, as approved by the Engineer, all manholes, valves, substructures, survey monuments, or other items that are visible on the surface and that can be damaged or covered with asphalt concrete by Contractor's operations. This shall be completed prior to the start of that operation, and approved by the Engineer.

All utility covers within the streets to be resurfaced and/or reconstructed shall be raised to grade within five (5) working days after construction of the final surfacing materials. Contractor shall include in their price the cost of ALL new boxes and or covers needed for water meter /valves, electrical boxes, communication lids, all utility lids etc. for the project. The top of the concrete ring shall be 2" lower than the final grade. Asphalt Concrete shall be used for the final 2" cap. Care shall be taken to keep frames and covers clean. The manholes, including the shelf, shall be covered at all times during construction to prevent debris from entering the sewer and storm drain systems. Any materials that are adhered to the frames and covers shall be If structurally unsound manhole frames and covers are removed. discovered, Contractor shall contact the City Engineering Division for replacement frames and covers. The City will provide replacement frames and covers to the Contractor and Contractor shall install replacement frames and covers at no additional cost to the City.

Manhole frames and covers may be raised using grade rings or formed concrete in accordance with Section 403 of the SSPWC. "Jiffy Rings" will not be allowed.

705-2 MEASUREMENT AND PAYMENT Measurement and payment per each for adjusting utility covers within sidewalks or streets to be resurfaced will be made by actual count as the number of utility covers adjusted for each type of cover stated in the Proposal.

The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for adjusting utility covers in accordance with the Contract Documents.

The cost to adjust to grade and/or relocate all affected utility boxes, including water meters and pull box frames and covers, which are required as part of the PCC sidewalk, ramps and driveway construction work, are to be included in the unit price for the related bid item and no additional compensation will be allowed.

# **SECTION 706 - COMPACTION TESTS**

## 706-1 <u>COMPACTION AND COMPACTION TESTS</u>

The City Engineer will have tests performed to insure that all parts of the pavement section and trench backfill comply with the specifications. These tests will be performed at no cost to the Contractor, except that the Contractor shall reimburse the City for any retesting necessary because the material or work did not comply with the specifications on the first tests.

## 706-2 LABORATORY MAXIMUM DENSITY

Section 211-1, Compaction Tests, of SSPWC shall be deleted and replaced by the following:

Method 1 - Laboratory maximum density of soil shall be determined by ASTM D-1557.

Method 2 - Laboratory maximum density of base and sub-base materials shall be determined by Test Method No. Calif. 216, Method A

#### 706-3 FIELD DENSITY

Field density of soil shall be determined by ASTM D-1556, sand cone method, or by ASTM D-2922, nuclear method.

#### 706-4 RELATIVE COMPACTION

The words "relative compaction" or "relative density" shall mean the ratio of the field density to the laboratory maximum density expressed in percent.

## SECTION 707 - SAWCUT

707-1 <u>SAWCUT</u>

In addition to the provisions of Subsection 300-1 of the SSPWC, where Asphalt Concrete and Portland Cement Concrete are shown on the plans to be sawcut/joined, the existing surface shall be sawcut to a neat line with a power driven concrete saw. The depth of cut shall be at least one-half of the depth of the Asphalt Concrete or Portland Cement Concrete to be cut and of sufficient depth that no damage to the existing surface which is to remain in place occurs during excavation operations.

The Contractor shall conduct operations so as not to damage the integrity of the edge of the sawcut surface. Any damage to the sawcut edge shall be corrected by the Contractor, as directed by the Engineer, by additional sawcutting around the damaged area prior to the start of paving operations. Any additional sawcutting required to correct the damaged edge shall be at the Contractor's expense.

## 707-2 MEASUREMENT AND PAYMENT

Measurement and payment for sawcut is included in various items of work and no additional compensations will be made.

# SECTION 708 – FULL DEPTH PAVEMENT REPAIR

## 708-1 <u>SCOPE OF WORK</u>

Full depth pavement repair shall include removing and replacing the existing AC pavement at specific areas (per construction note 13 only, as shown on the plans, and specifically <u>excludes</u> the AC removal and replacement required adjacent to proposed curb and gutter and proposed curb ramps, including AC removal and replacement as required to establish the 5% maximum AC landing at the bottom of each ramp). Sawcuts will be required at all AC joins with existing AC. Pavement adjacent to removal area shall not be lifted or disturbed during any phase of the removal operation. The existing AC pavement and base material shall be removed and replaced with a new structural section as shown on the plans prior to placing the final asphalt concrete surface course.

Asphalt concrete for reconstructed sections and adjacent to PCC work shall be Type C2-PG 64-10, in accordance with Subsection 203-6 of the SSPWC and shall be compacted to 95% relative compaction using mechanical compacting equipment.

Base material, when applicable, shall conform to Subsection 200-2.5 of Standard Specifications and shall be compacted to 95% relative compaction using mechanical compacting equipment.

## 708-2 MEASUREMENT AND PAYMENT

Measurement and payment for 4" thick AC pavement removal and replacement (Construction note 13 only) will be made at the contract unit price per square feet. A Nominal 4-inch thick AC repair is called for on the plans, however, the exact depth of dig out will be identified in the field by city engineer based on/matching the existing AC depth.

The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, sawcutting, removal, disposal, preparing, grading and compacting the sub-grade, applying tack coat to all vertical and horizontal surfaces to be joined by new AC pavement (Construction Note 13) and all incidentals for pavement repair in accordance with the Contract Documents.

The cost to place the 6" deep 2' wide AC slot patches, which are required as part of the PCC curb & gutter, ramps and driveway construction work, are to be included in the unit price for the related bid item and no additional compensation will be allowed.

# SECTION 709 - COLD MILLING

Not used / not applicable.

# SECTION 710 - TRACKLESS TACK COAT

## 710-1 <u>GENERAL</u>

A Tack Coat of Thermoplastic Polymer Modified No Track Tack shall be applied over all PCC and AC surfaces receiving an AC overlay. All of these areas are to be surfaced in accordance with the following:

This item shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic polymer modified asphalts and thermoplastic resins. The material is applied at 325-425°F with a distributor truck at typical application rates of 0.11-0.15 gal/s.y. The exact rate will be determined by surface conditions as directed by the City's Engineer in the field.

## 710-2 <u>MATERIALS</u>

Thermoplastic Polymer Modified No Track Tack.

The Thermoplastic Polymer Modified No Track Tack shall be a blend of asphalt, elastic polymers and thermoplastic resins. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria.

Test	Method	Typical	Specification
		Properties	

Softening Point °F	D36	165	160-180
Penetration @ 77°F 100g, 5sec, Dmm	D-5	16	10 Minimum
Brookfield Viscosity @ 275 °F cPs*	D4402	975	3000 Maximum
Brookfield Viscosity @ 350°F cPs*	D4402	185	300 Maximum

#### 710-3 <u>APPLICATION</u>

General: Immediately prior to the application of the Thermoplastic Polymer Modified No Track Tack, the surface shall be cleaned in order to insure adequate adhesion of the seal to the pavement.

Weather Limitations: The Thermoplastic Polymer Modified No track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F and rising. NO material shall be applied when rain is imminent.

Application: The Thermoplastic Polymer Modified High Performance Seal shall be heated slowly to between 325-425°F. At no time shall the product be heated above 450°F. The product shall be applied through a distributor truck equipped with a heating unit. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the TPHPS material within  $\pm$  0.05 gallons per square yard tolerance of the specified application rate and give a uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer.

Application Rate: The rate to be determined by the prevailing surface conditions and experience of the Engineer.

A Tack Coat of asphaltic emulsion shall be applied to the areas to be surfaced in accordance with Section 302-5.4 of the Standard Specifications. This tack coat shall be allowed on all vertical surfaces.

The City Inspector shall approve all surfaces that will require tack coat to assure that they have been properly cleaned and prepared prior to the tack coat application.

Any tack material deposited on concrete surfaces not to be overlaid with asphalt concrete will be removed within five (5) working days or the City will cause the work to be done and any cost incurred shall be deducted from contract retention monies due.

#### 710-4 MEASUREMENT AND PAYMENT

Full compensation for trackless tack coat shall be considered as included in the related items of work requiring its placement and no separate payment will be made.

## SECTION 711 - ASPHALT-RUBBER HOT MIX (ARHM)

Not used / not applicable.

# SECTION 712 - CURB AND GUTTER CONSTRUCTION

## 712-1 <u>SCOPE OF WORK</u>

Existing curb and gutter and base material shall be removed and replaced with new P.C.C. curb and gutter and base per Hermosa Beach Standard Plan 101, Type A, as noted on the plans or to match existing, or as directed.

Curb and gutter shall be constructed within five (5) working days after removal of curb and gutter, sidewalks and driveways in each location. The Contractor shall remove all existing concrete curb and gutter shown on the plans to the nearest control joint. Clearing and grubbing shall be in accordance with Section 401 and Subsection 300-1, including removal and disposal of materials. Clearing and grubbing shall include cutting and removal of interfering tree roots.

All concrete surfaces, joints and edges shall be neatly finished in accordance with Subsection 303-5, using proper finishing tools and techniques. Finished surfaces shall match the finish and color of adjacent concrete.

Base material shall conform to Subsection 200-2.5 of the SSPWC and shall be compacted to 95% relative compaction using mechanical compacting equipment.

The Contractor shall contact the City's Public Works Yard a minimum of 24 hours prior to performing any excavations within a 25-foot radius of a street tree. Any damage to the street tree may result in tree replacement by Contractor or payment of replacement costs by Contractor based on the value of the damaged tree.

## 712-2 MEASUREMENT AND PAYMENT

Measurement and payment for removal of existing and construction of curb and gutter will be made at the contract unit price per linear foot. The removal and replacement of a small length of concrete local depression curb and gutter, which has a wider gutter plate, is also to be included/quantified with this bid item and no additional compensation will be allowed. Said local depression curb and gutter will also require 12" long # 4 reinforcement bar dowels at 12" spacing drilled and epoxy into the catch basin frontage. The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for curb and gutter removal and construction including subgrade base fill material, preparation, and compaction, removal and replacement of adjacent AC pavement, protecting/extending/modifying existing curb drains, and applying tack coat to all vertical and horizontal surfaces to be joined by new AC pavement in accordance with the Contract Documents.

# SECTION 713 - ACCESS RAMP CONSTRUCTION

## 713-1 <u>SCOPE OF WORK</u>

The Contractor shall remove existing ramp and adjacent sidewalk as required and construct new access ramps at locations designated on the contract drawing plans. Ramps shall conform to Caltrans Standard Details, details on the plans and these specifications.

Access ramps shall be constructed within five (5) working days after removal of existing ramp, sidewalk, curb and gutter in each location. Clearing and grubbing shall be in accordance with Section 401 and Subsection 300-1, including removal and disposal of materials.

The Contractor shall remove and replace all existing concrete sidewalk, curb and gutter at or beyond the BCR and ECR to the tooled groove marks per Caltrans Standard Plan A88A and/or A88B and as shown on the plans and/or as determined in the field.

The Contractor shall be responsible to layout the proposed curb ramp to comply within the proposed maximum grades indicated on the project plans. Limits of the new curb ramp shall be the responsibility of the Contractor and shall be reviewed by the Engineer prior to saw cutting. Typical construction tolerances to construct the new curb ramps shall not apply and maximum grades indicated on the project plans shall not be exceeded. The Contractor shall be responsible to remove and reconstruct curb ramps at his own cost if ramps are deemed non-compliant with project plans, standard plans and these Special Provisions.

The Contractor shall verify, with a "smart level", that maximum ramp and sidewalk grades do not exceed maximum grades indicated on the project plans, 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 Construction Representative shall not be responsible to direct the Contractor's crews or otherwise serve in this management capacity.** The Engineer or his representative shall be present to verify the concrete forms, prior to the Contractor pouring any PCC construction improvements for the curb ramp.

The curb ramp construction work shall include all related adjustments of pull boxes, pull box covers, meter boxes, etc. and protection of traffic signal poles and signs, if any, that fall within the proposed curb ramp construction limits.

During all concrete pouring and field installation procedures, the Contractor shall ensure adequate safety guidelines, traffic control and pedestrian control devices are in place and that they are in accordance with the applicable City, industry and government standards.

A maximum of 4 ramps may be under construction along one side of 8<sup>th</sup> Street at one time unless otherwise approved by the Engineer. Pedestrian access shall be considered when sidewalk access is restricted for construction, and a maximum of two ramps may be under construction at any intersection at one time such that the other side of the street can be utilized by pedestrians.

Where necessary to match existing grades at the back of the ramp, the Contractor shall construct a rear curb for access ramps. Curb height shall be constructed to match existing grade at back of join. Where existing walls are adjacent to access ramp construction, the rear curb shall be constructed to protect existing walls and/or cover wall foundation.

Crack control joints shall isolate access ramps from curb and gutter such that they are non-monolithic.

All concrete surfaces, joints and edges shall be neatly finished in accordance with Subsection 303-5, using proper finishing tools and techniques. Finished surfaces shall match the finish and color of adjacent concrete.

Asphalt concrete for adjacent reconstructed sections shall conform to Subsection 203-6 of the SSPWC and shall be compacted to 95% relative compaction using mechanical compacting equipment.

Base material, if any, for reconstructed sections shall conform to Subsection 200-2.5 of the SSPWC and shall be compacted to 95% relative compaction using mechanical compacting equipment.

#### 713-2 RELOCATION OF CONFLICTING FACILITIES

Where existing facilities such as signs, poles, fences, markers, irrigation, mailboxes, utility boxes, vegetation, and other facilities conflict with the new proposed construction, the Contractor shall adjust/relocate/trim/modify said facility. The new location, when applicable, for such facility shall be as directed by the Engineer in the field and shall be within the general vicinity of

the existing. Vegetation interfering with construction operations shall be carefully trimmed without damaging the integrity of the vegetation. Vegetation, which must be removed for construction, shall be removed and disposed of by the Contractor.

#### 713-3 CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACES

Curb ramp detectable warning tiles shall consist of raised truncated domes installed on curb ramps in conformance with the Standard Plan Construction Details and as shown on the plans and per these special provisions. Truncated dome material shall be "Safety Step TD Detectable Warning Systems", or equivalent, and shall be dark gray in color and provided by a single manufacturer of Detectable/Tactile Warning Surfaces, and installed per manufacturer's recommendation. All material submittals must be submitted and approved by the Engineer prior to commencement of construction. The finished surfaces of the detectable warning tiles shall be free from blemishes.

Prior to constructing all cast-in-place detectable warning tiles, the Contractor shall demonstrate the ability to produce a detectable warning tile conforming to the details shown on the plans and these special provisions by constructing a 36" x 48" test panel at one of the access ramp locations.

The manufacturer shall provide a written and signed 5-year warranty equal to or exceeding the remedies by "Safety Step TD Detectable Warning Systems" for prefabricated detectable warning tiles, guaranteeing replacement when there are defects in workmanship and material including deterioration, breakage and delamination. The warranty period shall begin upon acceptance of the contract. A signed warranty shall be provided to the City prior to final progress payment and release of retention.

#### 713-3.1 <u>SUBMITTALS</u>

Contractor shall submit manufacturer's literature describing products, installation procedures and routine maintenance.

Contractor shall submit two (2) tile samples minimum 6" x 6" of the kind proposed for use.

Contractor shall provide shop drawings for products specified showing fabrication details, composite structural system, tile surface profile, plans of tile placement including joints, and material to be used as well as outlining installation materials and procedure.

A complete test report shall be submitted by the Contractor from a qualified accredited independent testing laboratory that qualifies the materials used for the proposed product is in compliance with requirements and meet or exceed

the test specified below.

#### 713-3.2 QUALITY ASSURANCE

Installer shall be an experienced installer certified in writing by the Detectable/Tactile Warning Surface manufacturer as qualified for installation, who has successfully completed installations similar in material, design, and extent to that indicated for project.

Contactor to use only approved DSAAC detectable warning products as provided in the California Code of Regulations (CCR) Title 24, Part 2, Section 205 definition of "Detectable Warning".

Detectable/Tactile Warning Surface Tiles shall be colorfast and UV stable. The tile shall incorporate an in-line pattern of truncated domes measuring nominal 0.2" height, 0.9" base measured side by side and a center-to-center spacing of 1.67" minimum and 2.35" maximum. For safety, the field area shall consist of a non-slip surface with a minimum of 40 - 90 degrees raised points 0.045" high, per square inch;

#### 713-3.3 <u>SITE CONDITIONS</u>

Maintain minimum temperature of 40 degrees Fahrenheit in spaces to receive Detectable/Tactile Warning Surface for at least 24 hours prior to installation, during installation, and for not less than 24 hours after installation.

The use of water for work, cleaning or dust control, shall be contained and controlled and shall not be allowed to come into contact with the general public. Provide barricades or screens to protect the general public.

#### 713-3.4 INSTALLATION PROCEDURE

Installation shall be in strict accordance with manufacturer's recommendations. During tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

The specifications of the structural adhesives, fasteners, and related materials shall be in strict accordance with the contract documents and the guidelines set by their respective manufacturers.

The concrete shall be poured and finished true and smooth to the required dimensions and slope prior to the tile placement. Immediately after finishing concrete, the electronic level should be used to check that the required slope is achieved. The detectable warning surface shall be placed true and square to the curb edge in accordance with the contract drawings. The contract

drawings indicate that the base of truncated dome is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes. The tolerance for elevation differences between tile and adjacent surface is 1/16".

Immediately after dome surface placement, the surface elevation is to be checked to adjacent concrete. The tile elevation and slope should be set consistent with contract drawings, and as directed in the field, to permit water drainage to curb as the design dictates.

Detectable surfaces can be cut to custom sizes, or to make a radius. Use of a straightedge to guide the cut is advisable where appropriate.

#### 713-4 MEASUREMENT AND PAYMENT

Measurement and payment for removal of existing and constructing new access ramps, with and without adjacent cross gutter spandrel, per plans, standards and modified in the field as needed, including detectable warning surfaces, shall be made at the contract unit price listed in the bid per each curb ramp.

The above contract unit price shall include full compensation for furnishing all labor, materials including subgrade fill material and preparation, removal and replacement of adjacent AC pavement and curb and gutter as required to obtain 5% maximum AC landings at the bottom of all ramps, tools, equipment, transportation, and incidentals and for doing all the work involved in removing existing conflicting improvements and constructing new PCC access ramps and adjacent curb and gutter, including detectable warning surface and relocation/adjustment of conflicting facilities, complete in place in accordance with the Contract Documents, details on the plans and as determined in the field.

#### SECTION 714 – SIDEWALK AND DRIVEWAY CONSTRUCTION

#### 714-1 <u>SCOPE OF WORK</u>

Existing sidewalk and driveways shall be removed and replaced with new P.C.C. per SPPWC Standard Plans 112-2 and 113-2 (sidewalk) and per City of Hermosa Beach Standard Plan 102 and per the details as shown on the plans. NOTE: WORK ON PRIVATE PROPERTY WILL ONLY BE ALLOWED UPON WRITTEN APPROVAL FROM THE CITY.

Sidewalk and driveways shall be constructed within five (5) working days after removal of sidewalks and driveways in each location. The Contractor shall remove all existing concrete sidewalk and driveway shown on the plans to the nearest control joint. Clearing and grubbing shall be in accordance with Section 401 and Subsection 300-1, including removal and disposal of materials.

All concrete surfaces, joints and edges shall be neatly finished in accordance with Subsection 303-5, using proper finishing tools and techniques. Finished surfaces shall match the finish and color of adjacent concrete. A consistent expansion joint and weakened joint pattern shall be maintained.

The Contractor shall be responsible for protecting newly constructed concrete improvements from damage. Contractor shall remove and replace all concrete damaged prior to acceptance. Concrete shall be sawcut and replaced from score line to score line. Patching damaged concrete is not allowed.

Compliant ADA pathways shall be constructed (2% maximum cross fall, 4' wide minimum at obstructions and 4.5' wide minimum adjacent to curbs) and as such typical construction tolerances to construct the new sidewalks and driveways shall not apply.

The Contractor shall contact the Engineer a minimum of 24 hours prior to performing any excavations within a 25-foot radius of a street tree. Any damage to a street tree, that is not called to be removed on the plans, may result in tree replacement by Contractor or payment of replacement costs by Contractor based on the value of the damaged tree.

#### 714-2 MEASUREMENT AND PAYMENT

Measurement and payment for sidewalk and driveway removal and construction will be made at the contract unit price per square foot.

The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for sidewalk and driveway removal and construction including base material to develop the proper sub-grade plane and removal of all existing conflicting improvements including existing retaining curbs, retaining walls, concrete pavers, etc., adjusting to grade all affected utility boxes including water meters, pull box frame and covers, trimming of interfering bushes, modifying existing irrigation (to maintain 100% coverage and no overspray onto adjacent concrete), the preparation of shop drawings and construct temporary wood retaining walls at locations shown on the plans where sidewalk and driveway construction requires the removal of existing retaining walls, planter walls and retaining curbs, the placement of base material, sand backfill and subgrade fill, the construction of monolithic retaining curbs at the back of walk and adjacent to driveways, the removal and replacement of curb and gutter adjacent to driveways, and relocation of existing signs all as called for on the plans and as directed in the field, all in accordance with the Contract Documents.

<u>Note</u>: The two exceptions of an impacted existing improvement NOT being included in the cost to remove and replace sidewalks and driveways (and ramps) is the removal of existing trees called for on the plans and the removal of interfering portions of existing wood deck and wood railing and the placement of finishing end treatments to the wood deck and wood hand rail at 119 8<sup>th</sup> Street, both of which are covered by a separate bid items.

#### SECTION 715 - PROTECTION AND REMOVAL OF STREET TREES

#### 715-1 <u>SCOPE OF WORK</u>

The work involved in this section includes removal of trees and tree stumps as identified on the plans and the protection of street trees by the Contractor during the removal and replacement of sidewalk, driveways, ramps and curb and gutter. Protection includes the pruning of roots and the installation of root barriers.

Barriers shall be installed only on the sidewalk side/perimeter of tree wells. Contractor shall not install barrier along curb and gutter side of the tree wells.

#### 715-2 <u>NOTIFICATION</u>

- a. The Contractor shall notify the City Inspector 48 hours prior to beginning any work performed under this specification.
- b. The Contractor shall notify all affected property owners, in writing, of the proposed construction, 48 hours prior to beginning any work. The notification may be in the form of a door hanger or flier.

The draft of the notice(s) shall be submitted to the City for approval ten (10) days after award of contract.

The notice shall provide a brief description of the project and the contractor's name, address and phone number whom a citizen may contact regarding the work.

#### 715-3 ROOT BARRIERS

- a. Materials: Root barriers shall be high density, high impact plastic such as polyethylene or polystyrene, and have a thickness of between 60 and 80 mils with deflection ribs.
- b. Trenching: Trenches within the tree well or parkway shall be backfilled with clean, Class "A" topsoil, as defined by the SSPWC.
- c. Installation:

- Root barriers shall be installed with the top edge of the barrier at the grade of the adjacent tree well or parkway surface.
- A minimum of 8 lineal feet of barrier is required per tree well. Additional linear feet of barrier may be needed depending on tree size and species. Prior to backfilling, root barrier installation shall be inspected by the City.
- Fastening strips shall be used when more than one length of barrier is installed.
- Deflection ribs must face the tree to redirect new root growth.

#### 715-4 ROOT PRUNING

a. Equipment: Pruning of roots shall be done using a Vermeer trenching machine with a root pruning attachment or a comparable piece of equipment, approved by the City. The equipment shall safely cut a narrow trench four to six inches wide to accommodate the installation of the root barrier. The equipment will cut the trench after the curb is removed and cut the trench in such a manner that no roots will be cut farther than 1 inch from the back of the newly installed curb.

Where sidewalks, driveways or curbs are removed, the roots can be severed at the point adjacent to the edge of the new sidewalk, driveway or curb to be installed, using other pneumatic tools to make the break out and removal work more efficient.

Any roots over three inches in diameter must be cleanly cut using a chain saw or other sawing tool before the barrier is installed and the trench backfilled.

- b. Execution:
  - Tree roots and other objectionable material shall be removed from areas of construction to a depth of 12 inches below the bottom of concrete.
  - Cleanly cut roots do not need to be painted or treated in any way other than the installation of root deflection barrier.

#### 715-5 DAMAGE TO EXISTING TREES

The Contractor shall not damage existing trees that are to be preserved excluding approved root pruning as described in this specification.

The Contractor shall meet the current requirements of the American National Standard, 2133-1, "Safety Requirements For Tree Pruning, Trimming, Repair Or Removal," published by American National Standards Institute, Inc., 1430 Broadway, New York, New York 10018.

715-5.1 Fee for Damage to Existing Trees

Any incidental damage to tree trunks or limbs caused by the Contractor shall be at Contractor's expense. The fee for damages is set as follows: \$10.00 per square inch of any loosened or removed bark from the tree trunk or limb, as determined by the City.

Since it is and will be impractical to determine the actual damage sustained in the event of and by reason of individual damage to each and every tree, it is therefore agreed that the Contractor will pay to the City the calculated sum specified for each damaged tree and area. The Contractor agrees to pay such damages as provided herein, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due to the Contractor under the contract.

#### 715-6 TREE REMOVAL AND REPLACEMENT SCOPE OF WORK

Tree removal shall consist of the removal of trees and stumps, together with roots that are still attached. Included is the removal of trees, stumps, and roots of trees located within the right of way, adjacent to sidewalk, driveway, curb ramp, or curb/gutter repair, removal and replacement sites. Tree removals shall require a 1 for 1 in kind tree replacement. Replacement tree shall be a 24" box size with type (from City-approved tree list) and new location being determined by the Engineer or his construction representative.

- 715-6.1 Execution
  - a. The Contractor shall be responsible for the removal of any trees adjacent to repair, removal and/or replacement sites which, in the opinion of the City, require root loss that would mortally wound the tree, or result in destabilizing the tree to an unacceptable level. Removal of trees shall be per current ANSI Standards.
  - b. Where a tree to be removed in close proximity to an overhead utility line or guy line, extreme caution shall be taken to avoid damage to these lines. Any damage that does occur shall be promptly reported to the City Police Department, and to the utility company that is involved. The cost of repair of the damage will be at the Contractor's expense.

- c. If damage occurs to any adjacent shrubs or trees that are to remain, immediate treatment or necessary replacement of same type of shrubs shall be carried out under the direction of the City at the Contractor's expense.
- d. Tree removal will include the removal of the tree stump and large roots, (those with a diameter larger than one inch) to the minimum depth of 24" from top of curb. Stump grindings will be removed and the replaced with topsoil to grade.

#### 715-7 MEASUREMENT AND PAYMENT

Measurement and payment for root barriers complete and in place, shall be considered as included in the various items of concrete work and no separate payment shall be made therefor.

Measurement and payment for Tree Removal and Replacement will be made at the contract unit price per each.

The above contract price includes full compensation for furnishing all labor, tools, equipment, transportation and other incidentals for doing all work involved in this section, complete and in place, as shown on the plans and as outlined in these Special Provisions.

#### SECTION 716 - TRAFFIC STRIPES, PAVEMENT LEGENDS, AND PAVEMENT MARKERS

#### 716-1 <u>GENERAL</u>

This work shall consist of installing/replacing all traffic stripes, RPM's, legends, crosswalks, and limit lines and providing new STOP legends and bars in accordance with the current State of California Standard Plans (SSP). All traffic striping, with the exception of crosswalks and limit lines, shall be spray-able thermoplastic. Crosswalks and limit lines shall be extruded thermoplastic. All striping shall be installed based on the latest Caltrans standard specifications.

The Contractor shall replace traffic striping, street markings, and refresh <u>all</u> painted curbs, including those removed or damaged by the work. The Contractor shall be responsible for replacing all reflective pavement markings including blue pavement markers at fire hydrants. Contractor shall inventory and repaint all existing painted curbs and parking "T"s and "L"s.

The Contractor shall install STOP bars and legends at all STOP sign locations throughout the project (including all side streets) conforming to the State of California Standard Specifications (SSS), Latest Edition. At intersection approaches that are sign controlled, the STOP bar and legend shall be installed even in cases where it was not already existing and/or worn off.

This work shall consist of providing traffic stripes, pavement markings, limit lines, and placement of reflective and non-reflective pavement markers per plan and in accordance with the State of California Standard Plans (SSP).

Final striping and pavement marking shall be completed within seven (7) calendar days following resurfacing of that section of roadway and/or as directed by the engineer. Failure to complete striping and pavement markings within this specified time will cause liquidated damages to occur as specified in Subsection 6-9 of these Special Provisions.

Street pavement striping and markings shall be removed by wet sandblasting. All sand residue shall be removed without delay as the sandblasting operations progress. All sandblasted asphalt pavement shall be sealed with an asphaltic emulsion (SS-1H Emulsified Asphalt) unless directed otherwise by the engineer.

#### 716-2 TEMPORARY STRIPES AND PAVEMENT MARKINGS

Section 400 of the SSPWC shall be modified to add:

"The Contractor shall, upon completing the construction of asphalt concrete which covers or obliterates existing pavement striping, immediately place temporary striping or markings along the lines of the existing striping to direct traffic until permanent striping or markers can be placed."

Striping layout shall be approved by the Engineer before placing permanent pavement markers and permanent striping. Contractor shall also be responsible for laying out striping ("cat tracking") after paving.

#### 716-3 <u>PAINT</u>

Where painting is allowed as specified in the plans, painting of pavement markings and striping shall be in accordance with Section 84-1 "General" and 84-3 "Painted Traffic Stripes and Pavement Markings" of the SSS, except that all traffic markings and striping constructed with Rapid Dry Paint shall be made in two (2) applications, three (3) days minimum between each application, each at the specified application rate. The first application shall be applied within five calendar days after completion of paving.

#### 716-4 PAVEMENT MARKERS

Pavement markers shall meet the requirements of Section 85 of the SSS and shall be placed no later than seven calendar days after completion of paving unless directed otherwise by the engineer.

#### 716-5 MEASUREMENT AND PAYMENT

Measurement and payment for constructing traffic stripes, pavement markings, legends, stop line stripes, Parking "T"s and "L"s, painted curbs and pavement markers shall be made at the contract unit price per each unit item as shown on the plans and directed by the engineer.

The above contract individual unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, including any wet sandblasting required, in accordance with the Contract Documents.

#### **SECTION 717 - LOOP DETECTORS**

Not used / Not applicable.

#### **SECTION 718 - TRAFFIC SIGNS**

#### 718-1 <u>SCOPE OF WORK</u>

The Contractor shall install new traffic signs on new post, if any, and relocate existing signs at the locations shown on the contract drawings and as directed by city engineer.

#### 718-2 <u>SPECIFICATIONS</u>

Traffic signs, if any, shall be constructed in accordance with Subsection 56-2 of the "Roadside Signs of the State of California Standard Specifications (SSS), Plans, MUTCD, and these special provisions.

Traffic signs shall be installed on 2" x 2" quick punch, 14 gauge steel pole or approved equal.

Roadside signs, if any, shall be furnished and installed at the locations shown on the plans or where directed by the Engineer. Sign panels shall be furnished by the Contractor, and shall conform to the State of California Traffic Sign Specifications.

Traffic signs shall meet the minimum size requirements as indicated in the MUTCD and shall have High Intensity Prismatic Reflective Sheeting as manufactured by 3M Company, or approved equal.

All stop (R1-1) and yield (R1-2) signs shall have VIP (Diamond grade or Type 9) sheeting as manufactured by 3M or approved equal. In addition, all signs that have a fluorescent yellow (W1-9L & W1-8R) or fluorescent yellow/green (school zone, pedestrian and bikeway signs) background shall have VIP sheeting.

#### 718-3 MEASUREMENT AND PAYMENT

Measurement and payment for relocating existing signs and constructing and installing new traffic signs on new steel posts, if any, will be included in the cost of other items of work and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals in accordance with the Contract Documents.

#### SECTION 719- CROSS GUTTER AND LONGITUDINAL GUTTER CONSTRUCTION

#### 719-1 SCOPE OF WORK

The Contractor shall remove and dispose of existing concrete cross gutter and spandrel as shown on the plans. Reconstruction shall conform to SPPWC Standard Plan No. 122-2, details shown on the plans and as directed in the field.

Cross gutters and spandrels shall be constructed within five (5) working days after removal of existing concrete and asphalt in each location, unless directed otherwise by the engineer.

The Contractor shall not install the new curb and gutter, spandrel and sidewalk monolithically with the new access ramps. Clearing and grubbing shall be in accordance with Section 401 and Subsection 300-1, including removal and disposal of materials.

All concrete surfaces, joints and edges shall be neatly finished in accordance with Subsection 303-5, using proper finishing tools and techniques.

#### 719-2 MEASUREMENT AND PAYMENT

Measurement and payment for cross gutter and/or spandrel removal and construction shall be included in the contract price per each adjacent curb ramp, including all related adjacent AC removal and replacement, and no additional compensation will be allowed.

The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for cross gutter and spandrel removal and construction in accordance with the Contract Documents.

#### SECTION 720- WOOD DECK AND WOOD HANDRAIL MODIFICATIONS

#### 720-1 SCOPE OF WORK

The Contractor shall remove and dispose of the interfering portions of existing wood deck, concrete below wood deck (including gas and electrical components) and wood handrail at 119 8<sup>th</sup> Street as shown on the plans and as directed in the field. Construction of the wood finish end treatments to the deck (and small portion of handrail that might be left) shall be as directed in the field to make the underside of the deck and end of handrail structurally sound and matching existing wood materials. NOTE: the remaining portion of deck will be approximately 1.8' wide and the wood hand railing will not be replaced, only a 1.8' length of wood hand railing might be left behind that might require some end treatment. The contractor should re-install 4'x4' post at new face of wall. The Contractor shall meet with the City's construction representative and the homeowner to confirm final limits of deck removal. A shop drawing detailing the proposed end treatments will be required for advanced approval before the end treatment work commences.

The wood finish end treatments to the deck and handrail shall be constructed within five (5) working days after removal of interfering portions of the existing wood deck and handrail, unless directed otherwise by the engineer.

#### 720-2 MEASUREMENT AND PAYMENT

Measurement and payment for the removal and disposal of the interfering portions of existing wood deck and wood handrail at 119 8<sup>th</sup> Street and the construction of the wood finish end treatments to the deck shall be per the contract lump sum price bid and no additional compensation will be allowed.

The above contract lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals in accordance with the Contract Documents.

#### **SECTION 721- METAL HANDRAIL**

#### 721-1 SCOPE OF WORK

The Contractor shall prepare shop drawings, fabricate and install metal handrail at 1198<sup>th</sup> Street in accordance with SPPWC Standard plan No 606-4, Type A and as shown on the plans and as directed in the field. Construction of the metal handrail shall be customized to allow a consistent top of rail height even though the reach where the installation is required will be at two different levels due to the retaining wall required at the back of the proposed curb ramp in this area. A portion of the proposed metal handrail will be set in concrete into core drilled hole in the existing concrete in the lower sidewalk plane and may require an additional horizontal mid-bar, with the

remaining portion of the proposed metal handrail being set in the top of the proposed concrete retaining wall / retaining curb at the back of curb ramp as called for on the plans and directed in the field.

#### 721-2 MEASUREMENT AND PAYMENT

Measurement and payment for the construction of the metal handrail at 119 8<sup>th</sup> Street shall be per the contract unit price bid per linear foot and no additional compensation will be allowed.

The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals in accordance with the Contract Documents.

#### SECTION 722- CONCRETE RETAINING WALL

#### 722-1 SCOPE OF WORK

The Contractor shall construct the concrete retaining wall at 1198<sup>th</sup> Street in accordance with details shown on the plans. Construction of the concrete retaining wall shall be customized to allow a consistent top of wall height relative to the back of walk from the street side even though the height of the retaining wall will be varying in height relative to the finished surface on the private property side. The entire length of proposed concrete retaining wall / retaining curb will require the coordination of installation of metal handrail (per separate bid item) set into the top wall at the back of curb ramp as called for on the plans.

#### 722-2 MEASUREMENT AND PAYMENT

Measurement and payment for the construction of the concrete retaining wall at 119 8<sup>th</sup> Street shall be per the contract unit price bid per linear foot and no additional compensation will be allowed.

The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals in accordance with the Contract Documents.

#### SECTION 723- TREE GRATE

#### 723-1 SCOPE OF WORK

The Contractor shall prepare shop drawings for approval and construct the custom 5' x 5' Iron Tree Grate at 119 8<sup>th</sup> Street in accordance with the details shown on the plans. Construction will require removing all conflicting existing improvements including sidewalk, cobble pavers, cobble retaining wall, concrete retaining curb and "shaving" the trunk of the palm tree per the

direction of the engineer, grading and sub-grade preparation, and square tree grate setting ring all as called for on the plans.

#### 723-2 MEASUREMENT AND PAYMENT

Measurement and payment for the construction of the custom 5' x 5' Iron Tree Grate at 119 8<sup>th</sup> Street shall be per the contract unit price bid per each and no additional compensation will be allowed.

The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals in accordance with the Contract Documents.

#### SECTION 724- WATER POLLUTION CONTROL (CONSTRUCTION BMP'S)

#### 724-1 SCOPE OF WORK

The Contractor shall maintain project area cleanliness and, unless directed otherwise by the Engineer, shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas and parkway sidewalks and ramps acceptably clean to the City's construction representative.

Best Management Practices shall be defined as any program, technology, process, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the <u>California Stormwater Quality Association's: Stormwater Best Management</u> <u>Practice Handbook Portal: Construction</u>. The publication is available from CASQA.

The Contractor shall have a minimum of two (2) readily accessible copies of each publication on the Work site at all times. The Contractor shall implement BMPs in conjunction with the following construction operation and activities:

CONSTRUCTION PRACTICES	Clearing, Grading and Excavating
	Water Conservation Practices
	Dewatering
	Paving Operations
	Structure Construction and Painting
MATERIAL MANAGEMENT	Material Delivery and Storage
	Material Use
	Spill Prevention and Control
WASTE MANAGEMENT	Solid Waste Management
	Hazardous Waste Management
	Contaminated Soil Management
	Concrete Waste Management

	Sanitary/Septic Waste Management
VEHICLE AND EQUIPMENT MANAGEMENT	Vehicle and Equipment Cleaning
	Vehicle and Equipment Fueling
	Vehicle and Equipment Maintenance

The Contractor shall implement the following BMPs in conjunction with the previously listed construction operation activities:

VEGETATIVE STABILIZATION	Scheduling of Planting
	Preservation of Existing Vegetation
	Temporary Seeding and Planting
	Mulching
PHYSICAL STABILIZATION	Geotextiles and Mats
	Soil Stabilizer/Dust Control
	Temporary Stream Crossing
	Stabilized Construction Roadway
	Stabilized Construction Entrance
RUNOFF DIVERSION	Sodding, Grass Plugging, and Vegetative
	Buffer strips
	Earth Dikes, Drainage Swales, and Lined
	Ditches
	Top and Toe of Slope Diversion
	Ditches/Berms
	Slope Drains and Subsurface Drains

VELOCITY REDUCTION	Flared Culvert End Sections
	Outlet Protection/Velocity Dissipation Devices
	Check Dams
	Slope Roughening/Terracing/Rounding
SEDIMENT TRAPPING	Slit Fences
	Straw Bale Barrier
	Sand Bag Barrier
	Brush or Rock Filter
	Storm Drain Inlet Protection
	Sediment Traps
	Sediment Basin

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for contractor activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or construction operation that may produce run-off, and whenever run-off from other sources may occur.

The CITY, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, the Environmental Protection Agency and private citizens. The CITY may assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the appropriate BMPs and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the Contractor, the total amount of any fines levied on the CITY, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the appropriate BMPs.

#### 724-2 MEASUREMENT AND PAYMENT

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the Contract Lump Sum Price bid for Water Pollution Control (Construction BMP's).

#### SECTION 725- STORMWATER BIORETENTION SYSTEM

#### 725-1 SCOPE OF WORK

The Contractor furnished and installed Stormwater Bioretention Systems shall be 4' x 4' Filterra Bioretention Systems, with 3' x 3' galvanized fully covered (with no gaps) ADA grate (or Approved Equal) and bottom opening and side opening couplers and fabric wrapped rock galley to allow infiltration directly into the good percolating soil, all in accordance with manufacturer's recommendations, as shown on the plans and as directed in the field. Local depression shall comply with SPPWC Standard Plan 313-3 and per details on the plans.

#### 725-2 <u>GENERAL</u>

Bioretention System shall be by Contech Engineering Solutions LLC, 950 S Coast Drive, Suite 145, Costa Mesa, CA 92626, Phone: 714-281-7883, www.contechES.om, or approved equal, and shall consist of a precast Filterra® Unit, standard configuration for 3' x 3' galvanized ADA grated case with 4" outlet pipe opening(s). The Contractor shall inspect the project site, pothole the entire footprint of the Filterra unit (as first order of work), place non-skid steel plate with surrounding 4" thick AC sidewalk in the interim/temporary condition (Contractor can propose to backfill the location and place 4" AC sidewalk or other City-approved temporary ADA path) and submit in advance to the Engineer for approval the manufacturer's drawings prior to placing any bioretention system.

Said Bioretention unit shall have the expected pollutant removal rates as shown on Table 1 from water flowing into the curb inlet during low flows (first flush).

TSS Removal	85%
Phosphorus Removal	60% - 70%
Nitrogen Removal	43%
Total Copper Removal	>58%
Dissolved Copper Removal	46%
Total Zinc Removal	>66%
Dissolved Zinc Removal	58%
Oil & Grease	>93%

#### Table 1. Expected Average Pollutant Removal Rates

### 725-3 INSTALLATION

The installation of the Bioretention system shall be performed by a manufacturer-approved installation Contractor. The installation Contractor shall be licensed and insured in accordance with City requirements and listed as a sub-Contractor in the appropriate section of the project Contract Documents.

It is the City's intent that the specified Bioretention system device will function exactly as specified herein and per the manufacturer's intent. However, it shall be the Contractor's ultimate responsibility to confirm the exact compatibility and intents detailed herein and on the plans are met at the time of order of the Bioretention system from the manufacturer. If the Contractor or installation sub-contractor notes any discrepancy between these specifications and the manufacturer's and/or conditions in the field, the Contractor shall notify the City immediately so that said discrepancy can be resolved without delay or extra compensation due to the Contractor.

The installation Contractor shall supply the City with an installation record, denoting the date of installation, drainage inlet location, type of drainage inlet and type and size Bioretention system device, for the City's use in developing a future maintenance schedule.

a. Each unit shall be constructed at the locations and according to the sizes shown on the approved drawings. Any modifications to the elevation or location shall be at the direction of and approved by the Engineer.

- b. If the Bioretention system device is stored before installation, the top slab must be placed on the box using the 2x4 wood provided, to prevent any contamination from the site. All internal fittings supplied (if any), must be left in place as per the delivery.
- c. The unit shall be placed on a compacted sub-grade with a minimum 6-inch <sup>3</sup>/<sub>4</sub>" rock base wrapped in filter fabric to allow percolation and the matching of the final grade of the curb line in the area of the unit. The unit is to be placed such that the unit and top slab match the grade of the top of curb in the area of the unit. Compact undisturbed sub-grade soils to 95% of maximum density at +1- 2% of optimum moisture. Unsuitable material below sub-grade shall be replaced to the site engineer's approval.
- d. PVC pipe outlet and/or percolation portal connections shall be aligned and sealed to meet the approved drawings with modifications necessary to meet site conditions and local regulations.
- e. Once the unit is set, the internal wooden forms and protective mesh cover must be left intact. Remove only the temporary wooden shipping blocks between the box and top slab. The top lid should be sealed onto the box section before backfilling, using a non-shrink grout, butyl rubber or similar waterproof seal. The boards on top of the lid and boards sealed in the unit's throat must **NOT** be removed. The Supplier (Americast or its authorized dealer) will remove these sections at the time of activation. Activation is to be performed by supplier or its authorized dealer. Backfilling should be performed in a careful manner, bringing the appropriate fill material up in 6" lifts on all sides. Precast sections shall be set in a manner that will result in a watertight joint. In all instances, installation of the Bioretention system unit shall conform to ASTM specification C891 "Standard Practice for Installation of Underground Precast Utility Structures", unless directed otherwise in contract documents.

#### 725-4 MEASUREMENT AND PAYMENT

Measurement and payment for the installation of 4' X 4' Filterra Bioretention Systems (or approved equal) shall be per the contract unit price bid per each unit, complete and installed in place, as specified herein, per the manufacturer's specifications and per the details shown on the plans. Said price shall include removal of existing sidewalk, curb and gutter, excavation, construction of the local depression, dowels, and adjacent 6" thick asphalt concrete in the roadway and the ADA compliant galvanized steel grate, all appurtenances, filtering and drainage mediums and planting material as necessary to install the system, potholing the entire Filterra unit footprint (as first order of work) and temporary steel plate and AC placement to maintain existing ADA path of travel and no additional compensation will be allowed. The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals in accordance with the Contract Documents.

#### SECTION 726- CONSTRUCTION STAKING AND SURVEY MONUMENT PERPETUATION

#### 726-1 GENERAL

The Contractor shall be responsible for protecting and replacing all effected existing horizontal and vertical survey controls, property line markers, monuments, ties and benchmarks located within the limits of the project. Survey monument perpetuation, field surveys and construction staking for the control of construction shall be the responsibility of the Contractor. All said work shall be performed under the supervision of a California licensed land surveyor or registered civil engineer allowed by law to practice land surveying in the state of California.

Construction survey staking shall conform to the quality and practice of Section 400-2 "Permanent Survey Markers", of the Standard Specifications and, and as modified herein.

The Contractor shall be wholly responsible for the lines and grades and for the stakes and marks for the construction of all the improvements shown on the plans. The Contractor shall supply a copy of cut-sheets to the Engineer, 48 hours prior to construction.

The Contractor shall submit proposed procedures, methods, equipment, and typical stake markings to be used, in writing, to the Engineer before setting any stakes or marks.

In the event the Contractor's operations destroy any of the permanent survey control points, the Contractor shall replace such control points. The Contractor will not be allowed any adjustment in the contract time for verification or replacement of survey control points.

The Contractor shall maintain and reference all horizontal control points and all other points as directed by the Engineer that may be destroyed by construction and as shown on the Plans.

The horizontal control points whether shown on the Plans or not shall be temporarily relocated / tied out as necessary during construction operations and upon completion of construction, the Contractor shall set permanent survey control points. Contractor shall re-establish the centerline ties per County of Los Angeles requirements. The Engineer must approve survey control monuments established or reestablished by Contractor. Control monument locations may be verified by an independent surveyor as directed by the Engineer. Contractor shall reestablish the centerline ties and all survey monuments per County of Los Angeles requirements.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible, and accurate. Such computations, notes, and other records shall be made available to the engineer upon request, and shall become the property of the City and be delivered to the City before acceptance of the contract.

Construction stakes shall be removed from the site of the work when no longer needed.

Existing survey monumentation damaged or disturbed by the Contractor's negligence during the construction shall be referenced and reset by a licensed Land Surveyor or registered Civil Engineer authorized to practice land surveying and possessing a valid registration number. Monumentation shall include tagged durable monumentation that defines the location of a street centerline or property corner, or controls the location of a property line. They shall include, but not be limited to tagged pipes, spikes, tags, washers, bars or pins.

Monuments disturbed or damaged during construction shall be replaced by the Contractor at the Contractor's cost. Monumentation shall be referenced and reset by a licensed Land Surveyor or registered Civil Engineer authorized to practice land surveying and possessing a valid registration number. The Contractor shall be required to submit survey data and Corner Records for each replaced monument to the Engineer for review and to verify compliance with Section 8771 of the Business and Professional Code. The Contractor and his sureties shall be liable for, at his expense, any re-survey required due to the Contractor's negligence in protecting existing ties, monuments, bench marks or any such horizontal and vertical control.

#### 726-2 PAYMENT

Payment for Construction Staking and Monument Perpetuation shall be per the contract Lump Sum price bid, as shown on the bid schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in performing construction survey and staking, monument perpetuation, as specified in these Specifications, and as directed by the Engineer. Any delays occasioned by the verification of survey data and monument locations will be considered as included in the contract lump sum price paid for, and no separate payment will be made therefore.

# SECTION 727- RECONSTRUCT AND REFINISH OF STUCCO, RETAINING WALLS AND WOOD DECKS, PLANTER WALLS REMOVAL OF ALL INTERFERRING ITEMS

#### 727-1 REMOVAL

The Contractor shall be responsible for removal of all interfering private improvements that encroach on public property per plan. This is to include wood, stucco or concrete walls, curbs, decks, fences, steps etc. All private improvements on City right-of-way removed shall be left in such a manner to leave the remaining portions of the improvements in a clean and safe standing. Stucco work and other treatments that are removed shall be saw cut and be left with clean saw cut edge lines, there shall be no rebar, wood, any jagged edges whatsoever or protrusions sticking out, and left sturdy to City's approval.

#### 727-2 REFINISH

The Contractor shall be responsible for the reconstruction and refinishing of all portion of work and areas left un-done. Since these types of improvements could be in place for a substantial amount of time, the retaining wall and various replaced portions of poles shall be an appropriate amount and size spaced the proper or sufficiently amount apart to retain any dirt. Re-stucco walls face to match finish. This includes repainting white any plywood, planter boxes, temporary retaining walls etc.

538 8<sup>th</sup> St – align curb and gutter to match adjoining sections.

502 8<sup>th</sup> St – sawcut straight edge where possible at columns up to rail (so no standalone rail exists), leave 16" remaining on end portion (90 degrees to building face on Cypress up to rail where it matches existing PCC.

440 8<sup>th</sup> St – Fire hydrant on cypress relocation.

747 Monterey Blvd - removal of wall: 17' LF by 8".

558  $8^{th}$  St – Set aside the bricks in a reusable fashion for the owner fronting this property.

121  $8^{th}$  St – wooden fence to be removed to provide an open pathway with no disturbance.

119 8<sup>th</sup> St – private deck removal. Re-install 4'x4' post at new face of wall and remove gas / electrical interfering portions of concrete curb.

207 8<sup>th</sup> St – private work for conforming ramp.

802 8<sup>th</sup> St (and sunset) – private work for conforming ramp.

430 8<sup>th</sup> St – private work for flood protection (detail 5 on sheet 10)

546 8<sup>th</sup> St – private work for flood protection (detail 5 on sheet 10)

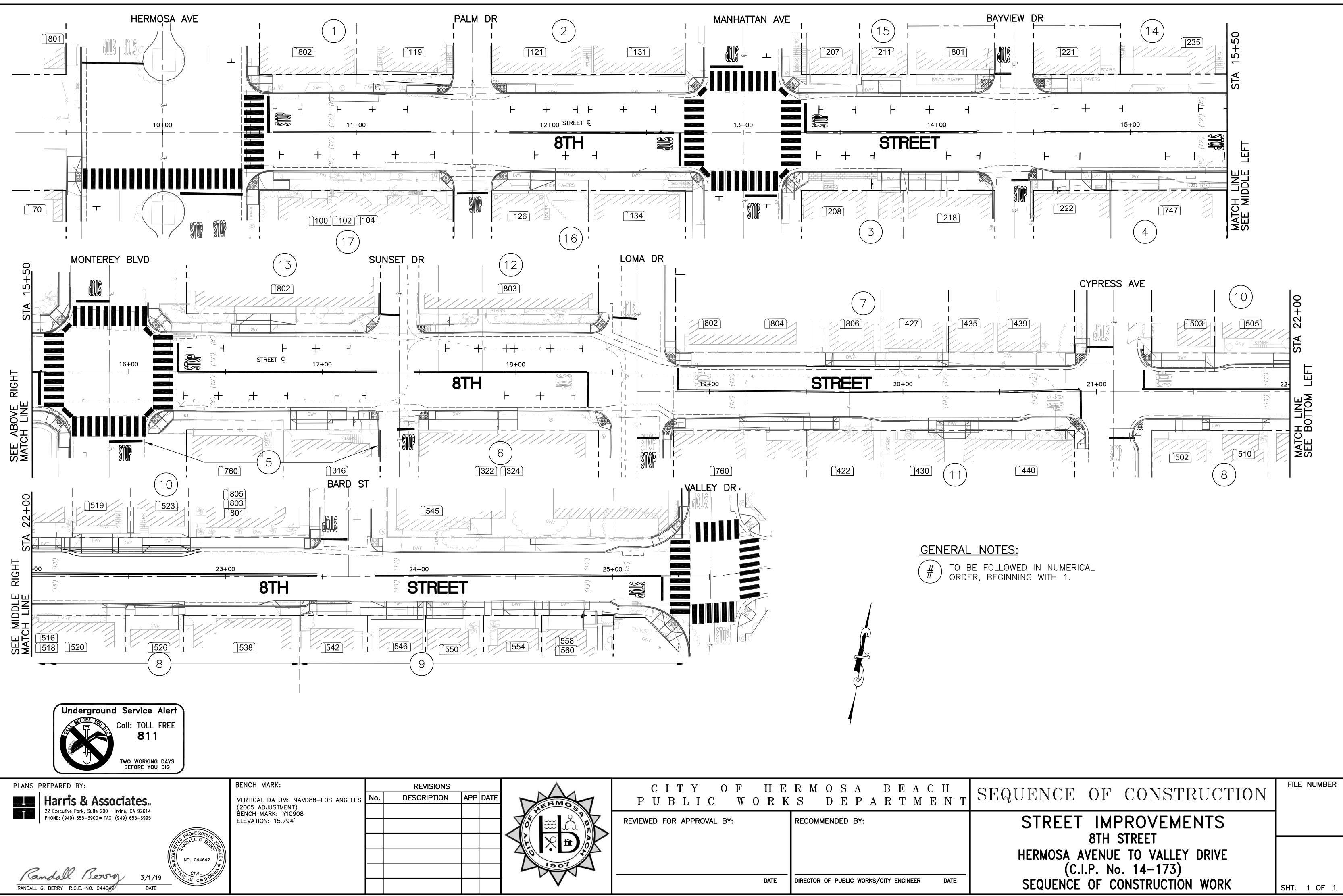
550 8<sup>th</sup> St – private work for flood protection (detail 5 on sheet 10)

#### 727-3 PAYMENT

Payment for refinishes and removal of all interfering items shall be per the contract Lump Sum price bid, as shown on the bid schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in performing subsequent refinish and removal, as specified in these Specifications, and as directed by the Engineer. Any delays occasioned by the various removals, reconstruction and refinishing will be considered as included in the contract lump sum price paid for, and no separate payment will be made therefore.

## **APPENDIX A - PLANS**

# **APPENDIX B – SEQUENCE OF WORK**



A	PP DA1	TE			MOG						Y J														
			A LE I	100 No.		BEACH	REV	/IEWE	D FC	R AF	PPROV	AL E	3Y:			REC	COMN	<b>MEN</b> E	DED	BY:					
				5	71										DATE	DIRE	CTOR	OF F	PUBLIC	C WO	rks/	CITY	ENGIN	IEER	DA

H N T	SEQUENCE OF CONSTRUCTION	FILE NUMBER
	STREET IMPROVEMENTS 8TH STREET	
	HERMOSA AVENUE TO VALLEY DRIVE (C.I.P. No. 14-173)	
DATE	SEQUENCE OF CONSTRUCTION WORK	SHT. 1 OF 1



Agency: City of Hermosa Beach

Phase: 100% Design

Project:8th Street Improvements, CIP No. 14-173Date:March 1, 2019From Hermosa Avenue to Valley Drive

p.	Item				Total	Total												
ре	No.	Description	Unit	Unit Price	Quantity	Cost		const note #	Sheet 3	Sheet 4	Total							
	1	Mobilization	LS	\$20,000.00	1	\$20,000	701-4	N/A	_									
		Changeable Message Sign (CMS) - New sign becomes City property upon completion	EA	\$20,000.00	2	\$40,000	701-4	N/A										
	.5	Construction Staking & Survey Monument Perpetuation	LS	\$20,000.00	1	\$20,000	728-2	N/A										
	4	Traffic Control And Phasing Plans	1	\$30,000	703-11	N/A	-	-										
	5	Water Pollution Control (Construction BMP's)	LS	\$10,000.00	1	\$10,000	724-2	N/A	_	-								
Ī		Gener	al Impr	ovements Sut	ototal (\$) =	\$120,000		by others: 3B, 3C, 12, 17, 19, 25		<u> </u>								
	n	Remove Existing & Replace PCC Sidewalk (4" thick)	SF	\$12.00	12,150	\$145,800	714-2	1, 3, 3A, 8, 11, 16A, 21, 23	6340	5203	11543	1212						
	7	Remove Existing and Replace PCC Curb & Gutter (6" CF)	LF	\$50.00	420	\$21,000	712-2	2, 15, 26	189	209		417						
	$\circ$	Remove Existing & Replace ADA PCC Curb Ramp with Domes	EA	\$5,500.00	13	\$71,500	713-4	5,6, 8, 11	9	4	13							
	9	Remove Existing & Replace PCC Curb Ramp with Domes and adjacent PCC Cross Gutter Spandrel reconstruction	EA	\$6,500.00	20	\$130,000	713-4 / 719-2	6,14, 8, 11	18	2	20							
	10	Remove Existing & Replace PCC Driveway	SF	\$18.00	6,550	\$117,900	714-2	4, 8, 11	3080	3432	6512	683						
		Remove Existing and Replace 4" thick AC Pavement (Construction note 13 only)	SF	\$5.00	4,000	\$20,000	708-2	13	106.3	3617.3								
-	12	Adjust Manhole to Finished Grade	EA	\$600.00	2	\$1,200	705-2	9,10	100.0			_						
-	13	Adjust Water Valve to Finished Grade	EA	\$300.00	13	\$3,900	705-2	7	1	2	3							
	14	Tree and Stump Removal and New 24" Box Replacement Tree (Species and new location as Directed)	EA	\$1,300.00	4	\$5,200	715-7	16	2	2	4							
		Apply Thermoplastic Traffic Striping, Legends & RPM's	LS	\$12,000.00	1	\$12,000	716-5	per Striping plans	0	1	1							
	16	Remove Conflicting Portions of Existing Wood Deck and Wood Handrail and Place Finishing End Treatments to Remaining portion of Wood Deck and Hand Rail	LS	\$1,500.00	1	\$1,500	720-2	3D, 20	1									
	17	Construct Metal Handrail	LF	\$50.00	30	\$1,500	721-2	22	1									
	18	Construct Concrete Retaining Wall	LF	\$50.00	25	\$1,250	722-2	18	1									
	19	Construct Custom 5' x 5' Iron Tree Grate	EA	\$1,800.00	1	\$1,800	723-2	24	1									
	20	Construct 4' x 4' Filterra Bio-retention System with bottom openings & ADA Compliant Galvanized Steel Grate (or Approved Equal) includes Local Depression Curb & Gutter	EA	\$15,000.00	4	\$60,000	725-4	27	2	2	4							
ľ		Stre	\$594,550				· · · · · · ·		-									
2		Subtotal	of Proba	able Construc	tion Cost =	\$714,550												
			\$71,455		Orig Cos	st												
		Total Proba	\$786,005		\$790k													

8th Street - Final Estimate 3-1-2019.xls Printed: 3/1/2019

