City of Lynwood

STREET IMPROVEMENT PROJECT

OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

PROJECT No. 4011.68.049

Public Works Department

Bid date: Monday, July 30, 2018 @ 10:00 A.M.



PREPARED BY:

SALVADOR MENDEZ
ACTING DIRECTOR OF PUBLIC WORKS

José Luis Solache MAYOR

María Teresa Santillan-Beas Mayor Pro-Tempore Salvador Aletorre Council Member

Edwin Hernandez Council Member Aide Castro Council Member

Jose Ometeotl Acting City Manager

SalvadorMendez Acting Director of Public Works

CITY OF LYNWOOD

PUBLIC WORKS DEPARTMENT CONTRACT DOCUMENTS

FOR CONSTRUCTION OF THE

OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

IN THE CITY OF LYNWOOD, CALIFORNIA

PROJECT NO. 4011.68.049

July 12, 2018
(Date of authorization to solicit bids)

Prepared By:

DEPARTMENT OF PUBLIC WORKS

CITY OF LYNWOOD PROJECT TITLE:

STREET IMPROVEMENT PROJECT **FOR OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE** VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

CITY OF LYNWOOD PROJECT NO. 4011.68.049

The Special Provisions contained in these Contract Documents have been

Engineer:

Nick Servin, P.E.

Title:

Acting City Engineer

Name of Firm or Agency: DEPARTMENT OF PUBLIC WO

Civil Engineer C 33538

(SEAL)

Approved By:

Salvador Mendez

Acting Director of Public Works

CITY OF LYNWOOD CONTRACT DOCUMENTS

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PUBLIC WORKS DEPARTMENT

PART 1 - BIDDING AND CONTRACTUAL DOCUMENTS AND FORMS

STREET IMPROVEMENT PROJECT OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

CITY OF LYNWOOD PROJECT NO. 4011.68.049

Section	1	.1	Notice	Inviting	Bids

- 1.2 Instructions to Bidders
- 1.3 Bid Documents
 - 1.3.1 Bid (Proposal and Workers' Compensation Certificate)
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Section 1.4 Agreement and Bonds

- 1.4.1 Agreement Form
- 1.4.2 Performance Bond
- 1.4.3 Payment Bond
- 1.4.4 Certificates/Proof of Insurance and Endorsements

CITY OF LYNWOOD

1.1 NOTICE INVITING BIDS

STREET IMPROVEMENT PROJECT

PROJECT NO. 4011.68.049

- 1.1.1 NOTICE IS HEREBY GIVEN that sealed bids for the Street Improvement will be received at the City Clerk's Office of the City of Lynwood, 11330 Bullis Road, Lynwood, California 90262 until 10 AM Pacific Time, on Monday, July 30, 2018, at which time they will be opened and read aloud. The form of the bids shall be in accordance with the Instructions to Bidders, and any bids received after the time and date specified above will be returned unopened.
- **1.1.2 WITHDRAWAL OF BIDS**. No Bidder shall withdraw its bid for a period of sixty (60) days after the Bids have been publicly opened, subject to the exceptions set forth in Section 5103 of the California Public Contract Code. This sixty (60) day review period may be extended upon the written request of the Engineer, and written approval of the affected Bidders.
- **1.1.3 DESCRIPTION OF THE WORK:** The Work encompassed by the Project is more specifically defined in the Contract Documents, but in general consists of, but is not limited to, the following Work: Street resurfacing, and Partial replacement of sidewalk, curb, gutter, and curb ramps, traffic striping, water service line replacement, and median landscape improvements. Location of the Work is OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE, AND VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE (PROJECT No. 4011.68.049).

The Work is to be completed before the expiration of **SEVENTY (70) WORKING DAYS** from the date specified in a written "Notice to Proceed" from the City. *The Engineer's Cost Estimate is* \$650,000 To \$800,000.

1.1.4 AWARD OF CONTRACT:

- (a) The City of Lynwood shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. Whenever additive or deductive items are included in a bid, the lowest bid shall be the lowest Total Bid Price on the Base Bid without consideration of the bid prices on any additive or deductive items. The City of Lynwood reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process to the extent permitted by law.
- (b) As a condition of award, the successful bidder will be required to submit payment and performance bonds and proof of insurance and endorsements as specified in the Contract Documents.
- **1.1.5 BID SECURITY:** Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of ten percent (10%) of the Total Bid Price, payable to the City of Lynwood.
- **1.1.6 CONTRACTOR'S LICENSE CLASSIFICATION:** The Contractor shall possess a valid, unexpired Class $\underline{\mathbf{A}}$ license approved by the State of California Contractors State License Board at the time of submitting bids.
- **1.1.7 CALIFORNIA WAGE RATE REQUIREMENTS:** The Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates and the latest revisions thereto are on file at the City Engineer's Office of the City of Lynwood located at 11330 Bullis Road, Lynwood, California 90262. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

1.1.7a NOTICE REQUIREMENTS:

- a. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- c. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- d. the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.
- **1.1.8 RETAINAGE FROM PAYMENTS:** The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code.
- 1.1.9 PRE-BID VISIT TO WORK SITE: Prospective bidders are <u>NOT required</u> to attend the pre-bid walk-through (i.e., pre-bid visit) in order to bid on this project.

1.1.10 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:

- (a) Contract Documents may be inspected without charge at the Public Works Department, Engineering Division, 11330 Bullis Road, Lynwood, California 90262.
- (b) Complete sets of said Contract Documents may be purchased for \$25 dollars per set and are obtainable from the Public Works Department, Engineering Division, 11330 Bullis Road, Lynwood, California 90262. No refund will be made of any charges for sets of Contract Documents.
- 1.1.11 ADDRESS AND MARKING OF BIDS: The envelope enclosing the Bid shall be sealed and addressed to the City of Lynwood, Attention: City Clerk, and shall be delivered or mailed to the City Clerk at 11330 Bullis Road, Lynwood, California 90262. The envelope shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "Bid For..." followed by the title and number of the Project and the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

BY ORDER OF THE CITY COUNCIL, CITY OF LYNWOOD, CALIFORNIA Maria Quiñónez, CITY CLERK

Date: «BidSolicitationAuthorizDate» July 12 ____, 2018, City of Lynwood

Salvador Mendez

Acting Director of Public Works

CITY OF LYNWOOD

1.2 INSTRUCTIONS TO BIDDERS

- **1.2.1 DEFINED TERMS** Terms used in these Instructions to Bidders and the Notice Inviting Bids and not defined herein shall have the meanings assigned to them in the General Provisions of the Standard Specifications for Public Works Construction (the "Greenbook") <u>2012 Edition</u> and the Special Provisions of the Contract Documents. The term "Bidder" shall mean one who submits a <u>Bid directly</u> to the City of Lynwood as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Engineer" shall be as defined in the Special Provisions. "Bid Documents" shall consist of those documents listed in Section 1.3 hereof.
- **1.2.2 COMPETENCY OF BIDDERS** In selecting the Lowest Responsible Bidder under the procedure set forth in Subsection 1.2.18 of these Instructions, consideration will be given not only to the financial standing of the Bidder, but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's recent experience on the form entitled "Bidder's General Information," bound herein. Résumés of key construction personnel who will be assigned to the Work shall also be required. Except as otherwise provided under Public Contract Code §20103.5, no Bid for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State of California for the classifications named in the Notice Inviting Bids at the time of opening Bids.
- **1.2.3 DISQUALIFICATION OF BIDDERS -** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected.

1.2.4 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE -

- (a) It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract Documents; and notify the Engineer of all conflicts, errors, or discrepancies noted in the Contract Documents.
- (b) Reference is made to the Special Provisions for identification of those reports of explorations and tests of subsurface conditions at the site which may have been utilized by the Engineer in the preparation of the Contract Documents. However, such reports are NOT a part of the Contract Documents. The interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- (c) Copies of such reports and drawings will be made available for inspection by the City to any Bidder upon request. Those reports and drawings are NOT part of the Contract Documents, but any technical data contained therein upon which the Bidder is entitled to rely is limited to that set forth in the Special Provisions.
- (d) Subject to the provisions of Section 4215 of the California Government Code, information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Special Provisions.
- (e) Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the Standard Specifications and Special Provisions.
- (f) Before submitting a Bid, each Bidder must, at Bidder's own expense, make or obtain any additional examinations and investigations which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or which otherwise may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- (g) Where feasible, upon request in advance, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submittal of a Bid. The Bidder shall fill all exploration

and test holes made by the Bidder and shall repair damage, clean up, and restore the site to its former condition upon completion of such exploration.

- (h) The lands upon which the Work is to be performed, the rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Plans (Contract Drawings) of the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures will be obtained and paid for by the City unless otherwise specified in the Contract Documents.
- (i) The submittal of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Section; that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance of the Work.
- **1.2.5 INTERPRETATIONS -** All questions about the meaning or intent of the Contract Documents shall be in writing and hand-delivered or mailed to the Engineer at the City of Lynwood, Public Works Dept., 11330 Bullis Road, Lynwood, California 90262. Faxes and e-mails will not be accepted. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be resolved by the issuance of Addenda mailed or hand-delivered to all parties recorded by the Engineer or the City as having received the Contract Documents. Questions received less than 7 days prior to the date of opening Bids may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.
- 1.2.6 BID SECURITY, BONDS, AND INSURANCE Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the City of Lynwood and shall be given as a guarantee that the Bidder, if awarded the Contract to perform the Work will enter into an Agreement with the City in the form provided in the Contract Documents, and will furnish the necessary proof of insurance/certificates and endorsements, Payment Bond, and Performance Bond. Each of said bonds and insurance certificates shall be in the amounts stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.
- **1.2.7 RETURN OF BID SECURITY -** Within 14 days after award of the Contract, the City will return all bid securities accompanying such of the Bids that are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompanied.
- **1.2.8 BID FORM** The Bid shall be made on the Bid Schedule sheets bound herein and the pages shall not be removed from the bound volume. Unless otherwise provided in the Notice Inviting Bids, in the event there is more than one Bid Schedule, the Bidder may Bid on any individual schedule or on any combination of schedules. All bid items shall be properly filled out. Where so indicated in the Bid Documents, Bid prices shall be shown in words and figures, and in the event of any conflict between the words and figures, the words shall govern. The envelope enclosing the sealed bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "BID FOR," followed by the title and number of the Project and the date and hour of opening of bids. The Bid Security shall be enclosed in the same envelope with the Bid.
- **1.2.9 SUBMITTAL OF BIDS -** The Bids 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 Bid is received in proper time. Bids will not be accepted after the appointed time for opening of bids, no matter what the reason.
- **1.2.10 NON-RESPONSIVE BIDS** Non-responsive bids will be rejected. A bid **shall** be considered non-responsive for reasons including, but not limited to, the following:
 - The Bidder fails to furnish a price for all Bid Items in the Bid Schedule when there is more than one Bid Item in the Bid Schedule.
 - 2. The Bidder attaches unauthorized modifications, conditions, limitations, or provisions to the Bid.
 - 3. The Bidder fails to list the percentage of work to be performed by subcontractors.
 - 4. The percentage of work to be performed by subcontractors exceeds 50% of the Total Bid Price.
 - 5. The Bidder fails to attend a **required** pre-bid walk-through.
 - 6. The Bidder fails to provide written acknowledgement of receipt of all Bid Addenda.
 - 7 Other reasons as permitted by applicable law.

A bid **may** be considered non-responsive for reasons including, but not limited to the following: The Bidder fails to complete all items in Subsection 1.3.7 of the Bid Documents, Bidder's General Information.

- 1.2.11 DISCREPANCIES IN BIDS In the event that there is more than one Bid Item in the Bid Schedule, the Bidder shall furnish a price for all Bid Items in the Bid Schedule, and failure to do so shall render the Bid non-responsive and shall cause its rejection. In the event that there are Unit Price Bid Items in a Bid Schedule and the Item Amount listed for a Unit Price Bid Item does not equal the product of the Unit Price and the Estimated Quantity listed, the Unit Price shall govern, and the Item Amount will be adjusted accordingly. In the event that there is more than one Bid Item in a Bid Schedule and the amount listed in the "Total Bid Price for Unit Price Bid Schedule" box does not agree with the sum of prices listed in the "Item Amount" column, the prices listed in the "Item Amount" column on the Bid Schedule shall govern, and the amount listed in the "Total Bid Price for Unit Price Bid Schedule" box will be adjusted accordingly. The Contractor shall be bound by the foregoing adjustments, subject to the provisions of Section 5100 et seq. of the California Public Contract Code.
- **1.2.12 QUANTITIES OF WORK -** (a) The quantities of work or materials stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of work or materials will correspond therewith.
- (b) In the event of an increase or decrease in the quantity of a unit price bid item, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit prices established for such work under the Contract Documents; provided, that for unit price items, increases of more than 25 percent, decreases of more than 25 percent, and eliminated items shall be adjusted as provided in Section 3 of the Standard Specifications and Special Provisions.
- **1.2.13 WITHDRAWAL OF BID -** The Bid 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 prior to the scheduled closing time for receipt of Bids.
- **1.2.14 RELIEF OF BIDDERS.** A Bidder shall be permitted to withdraw a Bid after the opening of Bids only if the bidder established to the satisfaction of the Engineer, all of the elements set forth in Section 5103 of the California Public Contract Code, including, but not limited to the following:
 - 1. A clerical error was made by the Bidder in filling out the Bid, and the error was not due to error in judgment or carelessness in inspecting the site of the Work, or in reading the Plans or Specifications.
 - 2. The clerical error caused the Bid to be materially different than the Bidder intended the Bid to be.
 - 3. The Bidder gave the City Clerk written notice within five (5) days after the opening of Bid of the mistake, specifying in detail the nature of the mistake and how the mistake occurred.
- **1.2.15 MODIFICATIONS** The completed Bid forms shall be without interlineations, alterations, or erasures. Oral, FAX, telegraphic, e-mail, or telephone Bids or modifications will not be considered.
- **1.2.16 LIQUIDATED DAMAGES -** Provisions for Liquidated Damages, if any, shall be as set forth in the Agreement and the Special Provisions.
- **1.2.17 SUBSTITUTE OR "OR-EQUAL" ITEMS -** The Work, if awarded, will be on the basis of materials and equipment described in the Plans or specified in the Special Provisions without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Plans or specified in the Special Provisions that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, data substantiating a request for a substitution of an "or equal" item or items will not be considered by the Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by the Contractor and consideration by the Engineer is set forth in Section 4 of the Standard Specifications, as amended by Section 2.4 of the Special Provisions. The form in Appendix C of the Contract Documents shall be used to request substitutions.

1.2.18 DETERMINATION OF LOWEST RESPONSIBLE BIDDER -

- (a) The Engineer shall first establish the "Apparent Lowest Bidder," using the Total Bid Price set forth in the applicable Bid Schedule(s), subject to the calculation adjustment criteria set forth in Section 1.2.11 of these Instructions.
- (b) After the Apparent Lowest Bidder has been established, the Engineer shall review the balance of the Bid Documents submitted by the Apparent Lowest Bidder to ascertain if that Bidder's bid is responsive. In general, a bid is considered responsive if it has been completed and submitted in accordance with all of the requirements of the Bid Documents, Notice Inviting Bids, Instructions to Bidders, Special Provisions and any Bid Addenda.

- (c) If the Bid submitted by the Apparent Lowest Bidder is responsive, that Bidder's qualifications will be reviewed by the Engineer to ascertain if the Bidder is responsible. A responsible bidder is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Work required by the Contract Documents. Consideration will be given to the quality and performance of work on past contracts, including previous work (if any) performed by the Bidder for the City.
- (d) If the Engineer ascertains that the Apparent Lowest Bidder is responsible and has submitted a responsive bid, the Engineer shall report his findings to the City Council with a recommendation that the Bidder be awarded the contract for the work as the Apparent Lowest Responsible Bidder.
- (e) Should the Engineer determine that the Bid submitted by the Apparent Lowest Bidder is not responsive or that such Bidder is not responsible, the Engineer shall review the responsiveness and responsibility of the next Apparent Lowest Bidder. This process shall continue until an apparent Lowest Responsible Bidder is determined and the Engineer's findings and recommendations for award are reported to the City Council. If one or more Apparent Lowest Bidders are found by the Engineer to be non-responsive or nonresponsible, those bidders shall be notified and given a reasonable opportunity to present additional relevant evidence bearing on their responsibility or bid responsiveness within seven (7) calendar days after the Bidder(s) receive such notice.
- (f) Determinations and findings of the Engineer shall be reported as recommendations to the City Council. The City Council reserves the right reject any or all bids, and to waive any informalities or irregularities to the extent permitted by law.

1.2.19 BID PROTEST PROCEDURES.

- (a) Any protest of a proposed award to the Apparent Lowest Bidder must be submitted in writing to the City Engineer no later than 5:00 p.m. on the third (3rd) business day following the date of the bid opening.
- (b) The initial protest must contain a complete statement of the basis for the protest. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the protesting party and the name, address and telephone number of any person representing the protesting party.
- (c) The party filing the protest must concurrently transmit a copy of the initial protest to the Apparent Lowest Bidder.
- (d) The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest.
- (e) The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. A Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- (f) The City shall review all timely protests prior to award of the Bid by the City Council. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the Engineer, or if otherwise legally required. At the time of the City Council's consideration of the recommendation for award of the bid, the City Council shall also consider the merits of any timely protests and the Engineer's recommendation thereon. The City Council may either accept the protest and award the bid to the next Lowest Responsible Bidder, or reject the protest and award to the Lowest Responsible Bidder.
- (g) Nothing in this Section shall be construed as a waiver of the City Council's right to reject all bids.

1.2.20 AWARD OF CONTRACT - Award of Contract, if it is awarded, shall be made to the Lowest Responsible Bidder as determined by the City Council, and a Notice of Award shall be sent to such Bidder. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open, unless extended by mutual agreement of the bidders. Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid Schedule. In the event the Work is contained in more than one (1) Bid Schedule, the City may award schedules individually or in combination. In the case of two (2) or more Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded. Once the award is made, the successful Bidder shall secure all insurance, and shall furnish all proof of insurance/certificates with original endorsements attached and bonds required by the Contract Documents within ten (10) calendar days after receipt of the

Notice of Award from the City. Failure to provide City with the required bonds, insurance coverage, proof of insurance and/or endorsements within ten (10) calendar days of receipt of the Notice of Award may result in withdrawal of award and forfeiture of the Bidder's Bid Security.

- 1.2.21 EXECUTION OF AGREEMENT The Bidder to whom the proposed award is to be made shall execute a written agreement with the City in the form of Agreement set forth in Subsection 1.4.1 of the Contract Documents within ten (10) calendar days after receipt of the Agreement form from the City. Failure or refusal to enter into an Agreement as herein provided or failure to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the proposed award and forfeiture of the Bid Security. If the lowest responsible bidder refuses or fails to execute the Agreement, the City may award the Contract to the second lowest responsible Bidder. If the second lowest responsible Bidder. On the failure or refusal of such second or third lowest responsible bidder to execute the Agreement, each such bidder's Bid Security shall be likewise forfeited to the City.
- **1.2.22 WORKER'S COMPENSATION REQUIREMENT -** The Bidder should be aware that in accordance with the laws of the State of California, the Bidder will, if awarded the Contract, be required to secure the payment of compensation to its employees pursuant to the Worker's Compensation Certification executed by Bidder as part of the Bid Proposal.

- END OF INSTRUCTIONS TO BIDDERS -

1.3 BID DOCUMENTS

The following listed documents, identified in the lower right corner as **"Bid Document"**, shall be fully executed and submitted with the Bid prior to the time of the opening of Bids.

- 1.3.1 Bid (Proposal and Workers' Compensation Certificate)
- 1.3.2 Bid Schedule(s)
- 1.3.3 List of Subcontractors
- 1.3.4 Anti-Trust Claim
- 1.3.5 Non-Collusion Affidavit
- 1.3.6 Bid Bond (Bid Security Form)
- 1.3.7 Bidder's General Information
- 1.3.8 Bidder's Insurance Statement

Failure of a Bidder to fully execute and submit all of the listed documents with the Bid may result in the Bid being rejected as non-responsive.

1.3.1 B I D (PROPOSAL AND WORKERS' COMPENSATION CERTIFICATE)

BID TO: CITY OF LYNWOOD, CALIFORNIA

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City in the form of agreement included in Subsection 1.4.1 of the Contract Documents (the "Agreement") to perform the Work as specified or indicated in said Contract Documents entitled:

STREET IMPROVEMENT PROJECT FOR OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

CITY OF LYNWOOD PROJECT NO. 4011.68.049

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and the Instructions to Bidders dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Notice Inviting Bids, unless otherwise required by law. Bidder will enter into the Agreement within the time and in the manner required in the Instructions to Bidders, and will furnish the proof of insurance/certificates, insurance endorsements, Payment Bond, Performance Bond, and all Licenses and Permits within the time and in the manner required by the Contract Documents.

Bidder has examined copies of all the Contract Documents, including the following ADDENDA (receipt of which is hereby acknowledged):

Number 1	Date
Number 2	
Number 3	Date
Number 4	Date
Number 5	Date
Number 6	Date

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary.

In conformance with the current statutory requirements of California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:

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 this Contract.

Attached hereto are the following completed and fully-executed documents:

- (1) Bid Schedule(s) "A" and "B," consisting of three (3) pages;
- (2) List of Subcontractors;
- (3) Anti-Trust Claim;
- (4) Non-Collusion Affidavit;
- (5) Bid Bond (Bid security Form);
- (6) Bidder's General Information; and
- (7) Bidder's Insurance Statement.

Bidder agrees to complete the Work required under the Contract Documents within the time stipulated in said Contract Documents, and to accept as full payment therefor the Total Bid Price based on the Lump Sum or Unit Bid Price(s) set forth in the attached Bid Schedule(s).

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Dated:	Bidder:	
	•	ture of Bidder's Authorized Representative)
	Title:	

1.3.2 UNIT PRICE BID SCHEDULE _____

(Page <u>1 of 2</u>)

Schedule of Prices for the Construction of the:

STREET IMPROVEMENT PROJECT OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE CITY OF LYNWOOD PROJECT NO. 4011.68.049

Item No.	Unit Price Bid Item	Estimated Quantity	Unit	Unit Price	Item Amount
1.	Sawcut and Remove Existing Concrete Sidewalk	2,550	SF	\$	\$
2.	Sawcut and Remove Existing Concrete Curb and Gutter	240	LF	\$	\$
3.	Sawcut and Remove Existing Concrete Driveway Approach	4,250	SF	\$	\$
4.	Sawcut and Remove Existing Concrete Curb Ramp	19	EA	\$	\$
5.	Sawcut and Remove Existing Concrete Alley Intersection	1,240	SF	\$	\$
6.	Sawcut and Remove Existing Concrete Curb	4,150	LF	\$	\$
7.	Prune Tree Roots and Install Root Barriers	5	EA	\$	\$
8.	Remove and Dispose Existing Tree	26	EA	\$	\$
9.	Unclassified Excavation	40	CY	\$	\$
10.	Sawcut and Remove Existing AC Pavement, Gravel Base and Subgrade	155	CY	\$	\$
11.	Cold milling Existing Asphalt Concrete (AC) Pavement (1" depth)	83,000	SF	\$	\$
12.	Construct Concrete Sidewalk (4" or 6" thick per plan)	3,860	SF	\$	\$
13.	Construct Concrete Curb and Gutter Type A2-6(150)	4,400	LF	\$	\$
14.	Construct Concrete Curb Type A1-8(200)	426	LF	\$	\$
15.	Construct Concrete Driveway Approach	4,250	SF	\$	\$
16.	Construct Concrete Curb Ramp	26	EA	\$	\$
17.	Construct Concrete Alley Intersection	850	SF	\$	\$
18.	Removel of AC Pavement and Construct Concrete Valley Gutter with Parkway U Channel (6 ft wide)	160	SF	\$	\$

1.3.2 UNIT PRICE BID SCHEDULE _____ - Continued

(Page <u>2 of 2</u>)

STREET IMPROVEMENT PROJECT OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

CITY OF LYNWOOD PROJECT NO. 4011.68.049

Item No.	Unit Price Bid Item	Estimated Quantity	Unit	Unit Price	Item Amount
19.	Provide and Place Crushed Miscellaneous Base (CMB)	765	TON	\$	\$
20.	Construct Asphalt Concrete (AC) pavement	1,100	TON	\$	\$
21.	Remove and Reconstruct Concrete Cross Gutter	480	SF	\$	\$
22.	Construct Detectable Warning Surface (D.W.S.)	6	EA	\$	\$
23.	Construct Colored Stamped Concrete (4" Thick)	260	SF	\$	\$
24.	Construct Curb Opening French Drain, Catch Basin Manhole Frame and Cover	1	EA	\$	\$
25.	Adjust Existing Storm Drain/ Sewer/Utility Manhole Frames and Covers to Finished Grade	5	EA	\$	\$
26	Adjust Existing Water Can and Cover to Finished Grade	13	EA	\$	\$
27.	Adjust existing Water Meter Box, Pull Box and cover to Finish Grade	5	EA	\$	\$
28.	Traffic Striping, Marking, Curb Painting, House Addresses, and Signs	1	LS	\$	\$
29.	Landscape Improvements of Median Island per Landscape Plans	1	LS	\$	\$
30.	Install Public Improvement Project Signs	4	EA	\$	\$
31.	Re-Establish Survey Monument and Centerline Ties	1	LS	\$	\$
32.	Plant New Tree	26	EA	\$	\$

	TOTAL AMOUINT BASE BID IN FIGURES:	\$
TOTAL	BID PRICE FOR UNIT PRICE BID SCHEDULE _:	
\$	(Price in Figures)	
	(Pri	ce in Words

QUANTITIES OF WORK:

The quantities of work or material stated in the Unit Price item	is of the Bid Schedule are supplied only to give an indication of the
general scope of the Work. The City does not expressly nor by	implication agree that the actual amounts of work or material will
correspond therewith, and reserves the right after award to ir	ncrease or decrease the quantity of any Unit Price Bid Item, by an
amount up to 25 percent of increase or decrease, without a char	nge in the unit prices, and shall have the right to delete any bid item
in its entirety, and receive full credit in the amount shown in the	Bid Schedule for the deleted item of Work.
Name of B	lidder or Firm

1.3.3 LIST OF SUBCONTRACTORS

As required under Section 4100 et seq., of the Public Contract Code, the Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's Total Bid Price, or ten thousand dollars (\$10,000), whichever is greater, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Total Bid Price except that any designated "Specialty Items" may be performed by subcontract. The amount of any such "Specialty Items" so performed may be deducted from the Total Bid Price before computing the amount required to be performed by the Contractor with its own organization. The City will identify any "Specialty Items" in the Bid Schedule(s). Where an entire Specialty Item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price for that item. When a portion of a Specialty Item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price for that item. This will be determined from information submitted by the Contractor and subject to approval by the Engineer.

Work to be Performed	Contractor's License Number	Percent of Total Contract	Subcontractor's Name & Address
1			
2			
3			
4			
5			
6			

Pursuant to Public Contract Code Section 7103.5, upon acceptance of its bid, Contractor agrees to the following: "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

RESPECTFULLY SUBMITTED:	
Contractor Name	
Signature	Address
City, State, Zip	Telephone (with area code)
Title	Date
Contractor's License No.	Type of License
Federal I.D. No.	
(SEALif Bid is by a corporation)	
ATTEST	

1.3.5 NON-COLLUSION AFFIDAVIT

(To be Executed by Bidder and Submitted with Bid Pursuant to Public Contract Code Section 7106)

	, being first d	luly sworn, depos	ses and says that h	e or sh
				c
	the p	arty making the	foregoing bid that the	he bid i
not made in the interest of, or on behalf of, a	any undisclosed	l person, partners	ship, company, ass	ociation
organization, or corporation; that the bid is o	genuine and no	t collusive or sha	am; that the bidder	has no
directly or indirectly induced or solicited any o	ther bidder to p	ut in a false or sh	am bid, and has no	t directl
or indirectly colluded, conspired, connived, or	agreed with an	y bidder or anyor	ne else to put in a sl	ham bid
or that anyone shall refrain from bidding; th			·	
sought by agreement, communication, or con		-	•	•
other bidder, or to fix any overhead, profit, or	cost element of	f the bid price, or	of that of any othe	r biddei
or to secure any advantage against the pub	olic body awardi	ing the contract	of anyone intereste	ed in the
proposed contract; that all statements contain	ned in the bid a	re true; and furth	er, that the bidder I	has not
directly or indirectly, submitted his or her bid	price or any br	eakdown thereof	, or the contents the	ereof, o
divulged information or data relative thereto	o, or paid, and	l will not pay, a	ny fee to any corp	poration
partnership, company association, organizat	ion, bid deposit	tory, or to any m	nember or agent th	nereof to
effectuate a collusive or sham bid.	•		-	
Signature				
Typed or Printed Name				
Title				
Contractor / Company / Bidder Name				
Subscribed and sworn to before me this	day of		, 20	
Notary Public in and for the State of California	ì			
My Commission Expires:				

1.3.6 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _	
	as Principal, and
are hereby held and firmly bound unto the City of Lynwood, a Corporation, (hereinafter referred to as the "City") in the	
(\$), being not less than ten percent (10%) of the the payment of which sum in lawful money of the United States, well as we hereby jointly and severally bind ourselves, our heirs, execut successors and assigns by these presents.	Total Bid Price, for nd truly to be made,

The Condition of the above obligation is such that whereas the Principal has submitted to City a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing with City for the completion / construction / demolition of Project No. 4011.68.049, entitled: **STREET IMPROVEMENT PROJECT**

OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
 - b. If said Bid shall be accepted and the Principal shall execute and deliver to the City a contract in the form of agreement set forth in the Contract Documents (properly completed in accordance with said Bid) within ten (10) calendar days after receipt of same from City, and shall, within the time and manner set forth in the Contract Documents, furnish a Bond for his/her faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required proof of insurance/certificates, required insurance endorsements, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be

PRINCIPAL	SURETY
(Legal Company Name)	(Legal Company Name)
Ву:	By:
Title	Title
(Corporate Seal)	(Corporate Seal)
defined in Section 105 of the California Insufinanced, in whole or in part, with federal gra Treasury Department's most current list	ant or loan funds, must also appear on the t (Circular 570 as amended). Notary
defined in Section 105 of the California Insufinanced, in whole or in part, with federal gra	urance Code, and if the Work or Project is ant or loan funds, must also appear on the to (Circular 570 as amended). Notary ety signatures and Power of Attorney for IRED FORM.
defined in Section 105 of the California Insufinanced, in whole or in part, with federal graterasury Department's most current list acknowledgements for Principal and Sure Surety must be attached. THIS IS A REQUITANT Claims under this bond may be addressed (Name and Address of Surety) (Name and Address of Agent	urance Code, and if the Work or Project is ant or loan funds, must also appear on the t (Circular 570 as amended). Notary ety signatures and Power of Attorney for IRED FORM.
defined in Section 105 of the California Insufinanced, in whole or in part, with federal gratreasury Department's most current list acknowledgements for Principal and Sure Surety must be attached. THIS IS A REQUIANT Claims under this bond may be addressed (Name and Address of Surety)	urance Code, and if the Work or Project is ant or loan funds, must also appear on the t (Circular 570 as amended). Notary ety signatures and Power of Attorney for IRED FORM.

1.3.7 BIDDER'S GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to complete and attach all items may cause the Bid to be rejected as non-responsive.

CONTRACTOR'S	·)	
	Facsimile Number:	()	
CONTRACTOR'S	License: Primary Classi	fication _.		
State License Num	ber(s)			
Supplemental Lice	nse Classifications			
			uired Bonds on this Contract	
-				
Address:				
Surety Company A				
Telephone Number	rs: Agent ()		Surety ()
Type of Business E	Entity (Sole Proprietorship	o, Partne	ership, Corporation, etc.):	
Corporation organia	zed under the laws of the	State o	f:	
Is your business er	ntity qualified to do busine	ess in the	e State of California?:	
Date qualified				
		ringinal	members/officers of your bus	siness entit
List the names, add	dresses and titles of the p	лисіраі	members/officers of your bus	JII IOOO OI ILIL

1.3.7 BIDDER'S GENERAL INFORMATION (Continued)

	Num	ber of years experience as contracto	or performing the specific type of construction or Work
	requi	red for this Project as set forth in the	Contract Documents:
0.	List a	at least three projects completed to d	ate involving construction or Work similar to that required for
	the c	ompletion of this Project:	
	a.	Owner	Address
		Contact	Class of Work
		Phone	Contract Amount
		Project	Date Completed
	b.	Owner	Address
		Contact	Class of Work
		Phone	Contract Amount
		Project	Date Completed
	C.	Owner	Address
		Contact	Class of Work
		Phone	Contract Amount
			Date Completed
1. - - 2.			rk awarded to it? If so, note when, where, and why:
3.	ls full-ti	me supervisor an employee	or an independent contractor?
4.	Please	attach resumes of key construction p	personnel who will be assigned to the Work on this Project.
	remair	n on this Project until completion	med on this form and in the attached resumes will of all relevant Work, unless substituted by personnel ions approved in advance by the City.
5.	A fina	ncial statement or other information	and references sufficiently comprehensive to permit an
	appra	isal of your current financial condition	on may be required by the Engineer.

1.3.8 BIDDER'S INSURANCE STATEMENT

(To Be Submitted with Bid)

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance requirements set forth in Subsection 1.4.4 of the Bidding and Contractual Documents and Forms, Subsection 2.7.2 of the Special Provisions and elsewhere in the Contract Documents. Should the Bidder be awarded the contract for the Work, Bidder further certifies that it can meet all insurance requirements set forth in the Contract Documents, including, but not limited to, providing or requiring insurance coverage for subcontractors; naming of City as an additional insured, and providing waivers of subrogation. Bidder acknowledges and understands that all cost associated with providing and maintaining the required insurance coverage are the sole responsibility of the Contractor and that the costs of procuring and maintaining said coverage is included in Contractor's Bid.

Bidder further agrees and certifies that if awarded the contract, Bidder will provide the proof of insurance and endorsements required by the Contract Documents within ten (10) calendar days of receipt of the Notice of Award. Bidder acknowledges that failure to provide City with the required insurance coverage, proof of insurance and/or endorsements within ten (10) calendar days of receipt of the Notice of Award, may result in withdrawal of award and forfeiture of the Bidder's Bid Security.

Dated:	Bidder:	
	Bv:	
	-7· <u>-</u>	(Signature of Bidder's Authorized Representative)
	Title: _	

CITY OF LYNWOOD – 610 PAGE 1 of

1.4-8

.4.1 CITY OF LYNWOOD AGREEMENT

FOR CONSTRUCTION OF PROJECT NO. 4011.68.049, ENTITLED "STREET IMPROVEMENT PROJECT"

OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

This agree	ement (the "Agreement") is made and entered into on this day of, by and between the City of Lynwood , a California Municipal
Corporatio	n ("City") and
Corporatio	n ("City") and, a, a
hereinafter	referred to individually as a "Party" and collectively as the "Parties."
	RECITALS
City and C as follows:	contractor, based upon the mutual promises contained herein, do hereby agree
	I. CONTRACT DOCUMENTS
which are	ement consists of the following Contract Documents, the terms and conditions of expressly incorporated as component parts of this Agreement as if herein set or attached hereto:
A. B. C. D.	Notice Inviting Bids, Dated, 2018 Instructions to Bidders. Addenda. Contractor's Bid Proposal and Workers' Compensation Certificate dated, and all other Bid Documents attached thereto, including but not limited to: 1. Bid Schedule(s) 2. List of Subcontractors 3. Anti-Trust Claim 4. Non-Collusion Affidavit 5. Bidder's General Information 6. Bid Bond (Bid Security Form) 7. Bidder's Insurance Statement Payment Bond.
F. G. H.	

PAGE 1 of

l.	Notice of Award dated	
J.	Notice to Proceed dated	

- K The Plans (Contract Drawings).
- L. Special Provisions
- M. Standard Specifications for Public Works Construction, "Greenbook" latest Edition.
- N. Appendices A through E of the Contract Documents.
- O. Reference Specifications.
- P Approved and Fully-Executed Change Orders.
- Q. The Director of the Department of Industrial Relations' Determination of Prevailing Wage Rates for Public Works for each craft or type of worker required to perform the Work under this Agreement.

II. CONTRACT PRICE

The City	agrees	to pay, a	ina the Conti	ractor agrees	to acc	ept as r	ılı payme	nt for the	e vvork
outlined	in	the	Contract	Documents	s , 1	the (Contract	Price	e of
						Dollars	s (\$)
subject t	o addit	ions and	I deductions	s, if any, mad	de in	accorda	nce with	said C	ontract
Documer	nts. Pro	gress pa	yments shal	I not be made	more	often th	an once	each thi	rty (30)
days, no	r shall	progress	payments	paid be in ex	cess	of ninet	y percen	t (90%)	of the
Contract	Price at	t time of o	completion.	Final paymen	t to Co	ontractor	will be p	ocesse	d thirty-
five (35)	days aft	er the Ci	ty has record	ded the Notice	of Co	mpletion	n. Contra	ctor may	y, upon
Contracto	or's writ	ten reque	est, and app	roved by the	City C	Council, a	at Contra	ctor's ex	pense,
deposit s	substitu	te securi	ties, as sta	ted in Gover	nment	Code	Section 1	16430, a	and as
authorize	d by Pu	ıblic Con	tract Code, S	Section 22300	, in lie	u of rete	ntion mor	nies with	held to
insure pe	rformar	nce.							

Payment of undisputed amounts due under this Agreement, including the final payment due hereunder, is contingent upon the Contractor furnishing to the City an unconditional release by the Contractor of all claims against the City arising by virtue of this Agreement related to those amounts. Disputed claims in stated amounts may be specifically excluded by Contractor from the operation of any release. No payment, final or otherwise, shall operate to release the Contractor or its sureties from obligations arising under this Agreement or the bonds and warranties furnished hereunder. No payment shall be construed as an acceptance of any of the Work or of defective or improper materials.

III. BONDS

Within ten (10) calendar days of receiving the Notice of Award and prior to Contractor's commencement of the Work, Contractor shall furnish to City, using the forms set forth in the Bid Documents, a Labor and Materials Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, and a Performance Bond in an amount

equal to one hundred percent (100%) of the Contract Price, said bonds to be in conformance with the Contract Documents, including but not limited to, the General Specifications and Subsection 2.2.2 of the Special Provisions.

IV. INDEMNITY

Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its respective elected and appointed boards, officials, officers, agents, employees, representatives and volunteers (individually and collectively referred to hereinafter as "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Agreement, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Indemnitees. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such suit, action or other legal proceeding. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by California Civil Code Section 2782.

This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

V. INSURANCE

Without limiting Contractor's indemnification of Indemnitees as set forth in Section IV of this Agreement, Contractor shall obtain, provide and maintain, at its own expense, the types and amounts of insurance described in Subsection 2.7.2 of the Special Provisions of the Contract Documents. Such insurance shall be in force prior to Contractor commencing any Work under this Agreement and shall remain in force for the duration of this Agreement and for any other such period as may be required herein. Contractor shall provided proof of the required insurance coverage and the endorsements specified in Subsection 2.7.2 of the Special Provisions within ten (10) calendar days of receipt of the Notice of Award.

VI. INELIGIBLE SUBCONTRACTORS

In accordance with the provisions of Section 6109 of the California Public Contract Code, Contractor agrees that it shall not perform any work under this Agreement with a subcontractor who is ineligible to perform work on a public works contract pursuant to Sections 1777.1 and 1777.7 of the California Labor Code. Contractor further acknowledges that any contract on a public works project entered into between a contractor and debarred subcontractor is void as a matter of law, and a debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a Contractor for work performed on this Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who have been allowed to work on the Project.

VII. COMMENCEMENT OF WORK AND LIQUIDATED DAMAGES

The Contractor shall commence the Work required by this Agreement within ten (10) calendar days of the date specified in the Notice to Proceed from the City, and shall complete all Work as specified in the Contract Documents within SEVENTY (70) WORKING DAYS from the date in said Notice.

City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages that may be incurred by City if the Work is not completed within the time specified in this Agreement. The City and Contractor hereby represent that at the time of signing this Agreement, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of working days allowed. Accordingly, City and Contractor agree that the sum of \$500.00 per calendar day is a reasonable sum to assess as Liquidated Damages to City by reason of the failure of Contractor to complete the Work within the time specified.

VIII. CERTIFICATION UNDER LABOR CODE SECTION 1861

By signing this Agreement, Contractor makes the following certification required by Section 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of any Work under this Agreement."

IX. APPRENTICES

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

X. SUBSTITUTION OF SUBCONTRACTORS

The Contractor hereby agrees to reimburse the City for costs incurred by the City in the substitution of subcontractors. Where a hearing is held pursuant to the provisions of Section 4100 et seq. of the Public Contract Code by the City or a duly appointed hearing officer, the Clerk of the City of Lynwood shall prepare and certify a statement of all costs incurred by the City for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed.

The statement shall then be sent to the Contractor, who shall reimburse the City for such costs. If not paid separately, such reimbursement may be deducted from any money due and owning to the Contractor prior to the City's acceptance of the Project.

XI. LICENSES

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to pursue the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this Agreement shall be cause for the immediate and summary termination of this Agreement by City. Contractor shall be liable for all City's costs incurred to complete the Work under this Agreement in the event of such termination.

XII. EMPLOYMENT DISCRIMINATION PROHIBITED

Pursuant to California Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, political affiliation or sexual orientation in the performance of Work under this Agreement. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, political affiliation or sexual orientation.

XIII. PREVAILING WAGES

The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the work covered by this Agreement involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing

Wage Laws as set forth in the foregoing statutes and in the Special Provisions of the Contract Documents.

XIV. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, or business entity and warrants and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

XV. ASSIGNMENT; GOVERNING LAW

This Agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of the City. This Agreement and any dispute arising hereunder shall be governed by the law of the state of California.

XVI. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Contractor's regular business hours or by facsimile before or during Contractor's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section.

City	Contractor		
City of Lynwood			
Attn: City Engineer	Attn:		
11330 Bullis Road			
Lynwood, CA 90262			
Fax No. (310) 635-0493	Fax No.		

XVII. ATTORNEYS FEES

Should either Party bring any action to protect or enforce its rights under this Agreement or the Contract Documents, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorneys fees and costs.

XVIII. WARRANTY

All Work shall be warranted by Contractor against defective workmanship and materials for a period of one (1) year form the date the Work is accepted as complete by the Lynwood City Council. The contractor shall replace or repair any such defective work in a manner satisfactory to Engineer, following notice from Engineer specifying the work to be

done and the time in which replacement or repair shall be completed. If Contractor fails to make such replacement or repair within the time specified in the notice, the City may perform the needed repairs and Contractor's sureties shall be liable for the cost thereof.

XIX. ENTIRE AGREEMENT, WAIVER AND MODIFICATION

This Agreement contains the completely final, entire, and exclusive agreement between the Parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless made in writing signed by both Parties. Any attempted modification, amendment, or alteration in violation hereof shall be void.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

CITY OF LYNWOOD	CONTRACTOR
	LEGAL NAME OF FIRM
By:	By:
José Luis Solache	Signature of Chairman of Board,
Mayor	President, or Vice President
Attest:	
	(Typed/Printed Name)
By:	
Maria Quiñónez City Clerk	(Title)
•	By:
	Signature of Secretary, Assistant
Approved as to Form:	Secretary, CFO, or Assistant Treasure
By:	
Francisco Leal	(Typed/Printed Name)
City Attorney	
	(Title)

[NOTARY REQUIRED FOR SIGNATURE(S) OF CONTRACTOR]

1.4.2 CONTRACT PERFORMANCE BOND (CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Lynwood (referred to hereinafter as "City") has entered into an Agreement dated (referred to hereinafter as the "Agreement") with
(hereinafter designated as "Contractor" or "Principal"), for construction of, Project No. 4011.68.049 STREET IMPROVEMENT PROJECT - OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE, AND VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE (hereafter referred to as the "Project").
WHEREAS, the Work to be performed by the Contractor is more particularly set forth in the Agreement for the Project, the terms and conditions of which, including those set forth in the Contract Documents incorporated as component parts the of Agreement, are expressly incorporated herein by this reference; and
WHEREAS, the Contractor is required by the Agreement to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.
NOW, THEREFORE, we,, the undersigned Contractor, as Principal, and, a corporation organized and existing under the laws of the State of, and
undersigned Contractor, as Principal, and,
a corporation organized and existing under the laws of the otate of, and
duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of
Dollars (\$)
lawful money of the United States, said sum being not less than 100 percent of the total
amount payable by the City under the terms of the Agreement, 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 the bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the undertakings, terms, covenants, conditions and agreements set forth in the Agreement and any alteration thereof made as therein provided, on his/her or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the City, its officers, officials, employees, authorized agents and volunteers, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought on this bond,
said Surety will pay to City a reasonable attorney's fee to be fixed by the Court.

As a condition precedent to the satisfactory completion of the Agreement, unless otherwise provided for in the Agreement, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Agreement, the Surety shall remedy the default pursuant to the Agreement, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Agreement; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as Work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Agreement and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as Work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Agreement and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents. Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to the Project or to the Work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the Project, or to the Work or to the Specifications. Said Surety also hereby waives the provisions of sections 2819 and 2845 of the California Civil Code.

No final settlement between the City a beneficiary hereunder, whose claim may	and the Contractor shall abridge the rigon be unsatisfied.	ght of any
	ounden parties have executed this instr, the name and corporate sea nd these presents duly signed by its ur its governing body.	
(seal)	PRINCIPAL:	
	By	
(seal)	SURETY:	
	ByAttorney-in-Fact	
	per thousand. The total amount olanks must be filled in by corporate sure	
from the California Insurance Commissioned in Section 105 of the California financed, in whole or in part, with federative Treasury Department's most current	ating Bonds must possess a certificate of sioner authorizing them to write surety in a line of the Work or eral grant or loan funds, must also appoint list (Circular 570 as amended). I Surety signatures and Power of Attacellar FORM.	insurance Project is ear on the Notary
Any claims under this bond may be addressed to	:	
(Name and Address of Surety)	(Name and Address of Agent/Representa California if different)	tive in
(Telephone Number of Surety/Agent or Representative	in	California

STATE OF CALIFORNIA)
COUNTY OF) ss.)
appeared, basis of satisfactory evidence) to	, in the year, before me, a Notary Public in and for said state, personally, known to me (or proved to me on the be the person whose name is subscribed to the within ct of the (Surety) and the helps as Attorney-in-Fact.
	Signature of Notary Public in and for said State
	(SEAL)
My commission expires on:	
NOTE: A copy of the power of company must be attached here	f attorney to local representatives of the bonding eto.
CERTIFICATE	E AS TO CORPORATE PRINCIPAL
Principal to the within bond; that who signed the said bound his/her signature thereto is genu	
attosted for and in penali of Salu C	Signature of Corporate Principal

1.4.3 CONTRACT PAYMENT BOND (CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Lynwood , (referred to hereinafter as "City") has entered nto an agreement dated(referred to hereinafter as the "Agreement") with, (hereinafter designated as the "Contractor" or
'Principal"), for Project No. 4011.68.049 STREET IMPROVEMENT PROJECT - OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE, AND VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE
WHEREAS, Contractor is required to furnish a bond in connection with the Agreement, and pursuant to Section 3247 of the California Civil Code.
NOW, THEREFORE, we,, the
undersigned Contractor, as Principal, and, a corporation organized and existing under the laws of the State of, and
duly authorized to transact business under the laws of the State of California, as Surety,
are held and firmly bound unto City and to any and all persons, companies or
corporations entitled to file stop notices under Section 3181 of the California Civil Code,
n the penal sum of Dollars
(\$), lawful money of the United States, said sum being not less than 100
percent of the total amount payable by City under the terms of the Agreement, 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, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, items, implements or machinery used in, upon, for or about the performance of the Work required by the Agreement; or fails to pay (1) any of the persons named in Civil Code Section 3181, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Agreement, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor provided pursuant to the Agreement, said Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond, said Surety will pay to City a reasonable attorney's fee to be fixed by the Court. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same; shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change,

extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications. Said Surety also hereby waives the provisions of sections 2819 and 2845 of the California Civil Code.

No final settlement between the City and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this _____ day of _____, ____, 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: (seal) By SURETY: (seal) By _____ Attorney-in-Fact **IMPORTANT**: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the Work or Project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). Notary acknowledgements for Principal and Surety signatures and Power of Attorney for Surety must be attached. THIS IS A REQUIRED FORM. Any claims under this bond may be addressed to: (Name and Address of Surety) (Name and Address of Agent/Representative in California if different)

(Telephone Number of Surety/Agent

or Representative in California)

STATE OF CALIFORNIA)	
COUNTY OF)	SS.
appeared, a basis of satisfactory evidence) to b	, in the year, before me, a Notary Public in and for said state, personally, known to me (or proved to me on the e the person whose name is subscribed to the within of the (Surety) and he/she subscribed the name of the ame as Attorney-in-Fact.
	Signature of Notary Public in and for said State
My commission expires on:	(SEAL)
NOTE: A copy of the power of attomust be attached hereto.	rney to local representatives of the bonding company
CERTIFICATE A	AS TO CORPORATE PRINCIPAL
Principal to the within bond; that _ who signed the said bond ohis/her signature thereto is genuin	, certify that I am the, Secretary of the corporation named as d on behalf of the principal was then of said corporation; that I know his/her signature, and e; and that said bond was duly signed, sealed and orporation by authority of its governing board.
zanzense ner sansa an sensa en sansa en	Signature of Corporate Principal

(CORPORATE SEAL)

1.4.4 CERTIFICATES / PROOF OF INSURANCE AND ENDORSEMENTS

The Contractor shall not commence any of the Work or begin any performance under the Agreement until he/she obtains, at his/her own and sole cost and expense, all required insurance as stipulated by the City. The required insurance shall be provided by the Contractor in conformance with the requirements of Subsection 2.7.2 of the Special Provisions and may include the following:

- Workers' Compensation Insurance
- Commercial General Liability and Business Automobile Liability Insurance
- Course of Construction or Builder's Risk Insurance
- Flood Insurance

The insurance company or companies utilized by the Contractor shall be authorized and admitted to transact business in the State of California and to issue policies in the amounts required pursuant to the provisions of Subsection 2.7.2 of the Special Provisions. All insurance required shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, and shall contain the endorsements specified in Subsection 2.7.2.

Within ten (10) calendar days after receipt of the Notice of Award, Contractor shall furnish to the City for approval as to sufficiency and form, certificates of insurance and original endorsements evidencing the required coverage set forth in Subsection 2.7.2 of the Special Provisions. Endorsements and certificates are to be signed by a person authorized by the insurer to bind coverage on the insurer's behalf. If the insurance called for is provided by more than one company, a separate certificate and the required endorsements shall be provided by each company.

City reserves the right to request complete, certified copies of all required insurance policies and endorsements at any time.

Failure to provide City with the required insurance coverage, proof of insurance and/or endorsements within ten (10) calendar days of receipt of the Notice of Award, may result in withdrawal of award and forfeiture of the Bidder's Bid Security.

CITY OF LYNWOOD

DEPARTMENT OF PUBLIC WORKS

PART 2 - SPECIAL PROVISIONS

STREET IMPROVEMENT PROJECT FOR

OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

PROJECT NO. 4011.68.049

Section	2.1	Terms, Definitions, Abbreviations, and Symbols
	2.2	Scope and Control of Work
	2.3	Changes in Work
	2.4	Control of Materials
	2.5	Utilities
	2.6	Prosecution, Progress, and Acceptance of the Work
	2.7	Responsibilities of the Contractor
	2.8	Facilities for Agency Personnel
	2.9	Measurement and Payment
	2.10	Construction Details (Materials and Methods)

* * * * *

CITY OF LYNWOOD

PUBLIC WORKS DEPARTMENT

PART 2 - SPECIAL PROVISIONS

STREET IMPROVEMENT PROJECT

OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

PROJECT NO. 4011.68.049

SECTION 2.1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

2.1.1 GENERAL

2.1.1.1 Standard Specifications. - The Work hereunder shall be done in accordance with the Standard Specifications for Public Works Construction ("Greenbook"), <u>latest Edition</u>, including all current supplements, addenda, and revisions thereof, the City Standard Plans identified in the Appendix, and the Special Provisions set forth in this Part 2 of the Contract Documents.

In case of conflict between the Standard Specifications for Public Works Construction ("Greenbook"), <u>latest Edition</u> and these Special Provisions and Technical Provisions, these Special Provisions and Technical Provisions shall take precedence over, and be used in lieu of, such conflicting portions.

2.1.1.2 Supplementary Reference Specifications. - Insofar as references may be made in these Special Provisions to the Caltrans Standard Specifications, such work shall conform to the referenced portions of the technical provisions of the Caltrans Standard Specifications, latest Edition, provided, that wherever the term "Standard Specifications" is used without the prefix "Caltrans," it shall mean the Standard Specifications for Public Works Construction ("Greenbook"), <u>latest Edition</u>, as previously specified in the above Subsection 2.1.1.1.

In case of conflict between the technical provisions of the Caltrans Standard Specifications, latest Edition and these Special Provisions, these Special Provisions shall take precedence over, and be used in lieu of, such conflicting portions.

2.1.2 LEGAL ADDRESS

- **2.1.2.1 Legal Address of the Agency. -** The official address of the Agency shall be the City of Lynwood, 11330 Bullis Road, Lynwood, California 90262, or such other address as the City may subsequently designate in written notice to the Contractor.
- **2.1.2.2 Legal Address of the Engineer. -** The official address of the Engineer shall be 11330 Bullis Road, Lynwood, California 90262, or such other address as the Engineer may subsequently designate in writing to the Contractor.
- **2.1.2.3 Legal Address of the Agency's Project Representative.** The name and address of the Agency's designated Project Representative shall be Nick Servin, Project Manager, 11330 Bullis Road, Lynwood, California 90262, or such address as the Project Representative may subsequently designate in writing to the Contractor.

2.1.3 DEFINITIONS AND TERMS

2.1.3.1 Definitions and Terms. - Wherever in the Standard Specifications the following terms are used, the definitions shall be amended to read:

Agency - The City of Lynwood, a California municipal corporation and general law city, existing in the County of Los Angeles, State of California.

Board – The City Council of the City of Lynwood.

Engineer - The City Engineer of the City of Lynwood or other persons designated by the City Engineer.

Liquidated Damages - The amount prescribed in these Special Provisions, pursuant to the authority of Government Code Section 53069.85, to be paid to the City or to be deducted from any payments due or to become due to the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Special Provisions.

Standard Plans - The Standard Drawings and the Special Drawings of the City of Lynwood.

2.1.3.2 Additional Definitions and Terms. - The following additional terms and definitions used in the Contract Documents shall apply:

Project – The Work that is the subject of the Contract Documents.

Total Bid Price – The full price for all the Work required to complete the Project submitted by a Bidder in the Bid Documents.

Unit Price – The amount set forth in a Bid Schedule document for a single unit of an item of work.

Unit Price Bid Item – An item of work to which a Unit Price applies.

- END OF SECTION -

SECTION 2.2 - SCOPE AND CONTROL OF WORK

2.2.1 SCOPE OF THE WORK

The project consists of removal and construction of Asphalt concrete pavement, construction of new median, partial replacement of sidewalk, curb, gutter, curb ramps, driveways replacement, tree trimming and removal, traffic striping and median landscape improvements in Olanda Street from Carlin Avenue to Gibson Avenue, and Virginia Avenue from Bullis Road to Thorson Avenue.

2.2.2 CONTRACTOR'S SURETY WAIVER OF RIGHT OF NOTIFICATION

The following shall be added at the end of Subsection 2-4 of the Standard Specifications:

"The Contractor shall ensure that its Surety is familiar with all of the terms and conditions of the Contract Documents, and shall obtain a written acknowledgement by the Surety that said Surety thereby waives the right of special notification of any changes or modifications of the Agreement, or of extensions of time, or of decreased or increased Work, or of cancellation of the Agreement, or of any other act or acts by the City of Lynwood or any of its authorized representatives."

2.2.3 PRECEDENCE OF CONTRACT DOCUMENTS

The provisions of Subsection 2-5.2 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing.

In resolving disputes resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as listed below:

- Approved and Fully-Executed Change Orders
- 2. Agreement
- Addenda
- 4. Contractor's Bid (Bid Documents)
- 5. Technical Provisions
- 6. Special Provisions
- 7. General Provisions of the Standard Specifications
- 8. Notice Inviting Bids
- 9. Instructions to Bidders

- 10. Plans (Contract Drawings)
- 11. Standard Specifications
- 12. City Standard Plans
- 13. Reference Specifications

With reference to the Drawings, the order of precedence shall be as follows:

- 1. Figures govern over scaled dimensions.
- 2. Detail drawings govern over general drawings.
- 3. Addenda or Change Order drawings govern over Contract Drawings.
- 4. Contract Drawings govern over Standard Drawings.
- 5. Contract Drawings govern over Shop Drawings.

2.2.4 SUBMITTALS

The following provision shall be added at the end of Subsection 2-5.3.1 of the Standard Specifications:

On lump sum contracts, the Contractor shall submit, for approval by the Engineer, a Schedule of Values, or lump sum price breakdown, which will serve as the basis for progress payments and shall be incorporated into a form of payment request (or invoice) acceptable to the Engineer. Such Schedule of Values shall be submitted for approval at the Pre-construction Conference and must meet the approval of the Engineer before any payments can be made to the Contractor.

2.2.5 SUBSURFACE DATA

The provisions of Subsection 2-7 of the Standard Specifications shall be deleted in their entirety and following substituted therefor:

Limited Reliance by Contractor. - Soils reports and other reports of subsurface conditions may be made available by the City for inspection by the Contractor. HOWEVER, SUCH REPORTS AND DRAWINGS ARE NOT CONTRACT DOCUMENTS. The Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings only where such "technical data" are specifically identified in the Special Provisions. Except for such reliance on such "technical data," the Contractor may not rely upon or make any claim against the City, the Engineer, nor any of the Engineer's Consultants with respect to any of the following:

Completeness. - The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto, or

Other Information. - Any other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or

Interpretation. - Any interpretation by the Contractor of such "technical data," or any conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

2.2.6 TEMPORARY ACCESS OR CONSTRUCTION RIGHTS-OF-WAY

Subsection 2-8 of the Standard Specifications shall be deleted in its entirety and the following substituted therefor:

All temporary access or construction rights-of-way, other than those shown on the Plans, which the Contractor may find it requires during progress of the Work, shall be arranged by and paid for entirely by the Contractor, at its own expense.

2.2.7 PERMANENT SURVEY MARKERS

The provisions of Subsection 2-9.1 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

It shall be the Contractor's responsibility to protect all the existing survey monuments, bench marks, survey marks and stakes. Removal of such monuments, or displacement thereof, shall require their resetting, including corner record filing, for the existing type of monument in question at the Contractor's sole expense.

Any existing monument shall not be disturbed. Where the Engineer concurs, in writing, with the Contractor that protecting an existing monument in place is impractical, the Contractor shall employ a California Licensed Land Surveyor to establish the location of the monument before it is disturbed. The Contractor shall have the monument replaced by a California Licensed Land Surveyor no later than thirty (30) days after construction is completed at the site of the replacement. The California Licensed Land Surveyor shall file corner record(s) as required by Sections 8772 and 8773, et seq., of the California Business and Professions Code.

Payment for the costs of Land Surveyors, replacement of disturbed monuments and the filing of corner records shall not be considered part of the work necessitating the disturbance of said monuments and no additional payment will be made by City to Contractor therefor.

2.2.8 SURVEY SERVICE

The provisions of Subsection 2-9.2 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

The Contractor shall hire and pay for the services of a California Licensed Land Surveyor to perform all work necessary for establishing control, construction staking, records research, and all other surveying work necessary to perform the Work; and to provide other surveying services, if required by the Contract Documents, in accordance with the Land Surveyors Act. The California Licensed Land Surveyor shall be present on the site during all surveying operations and shall personally supervise and certify the surveying work.

Payment for work performed to satisfy the requirements of surveying shall be included by Contractor in its bid for any items requiring the survey work and no additional payment will be made by City to Contractor therefor.

2.2.9 INSPECTION

The provisions of Subsection 2-11 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

The Engineer shall have complete and safe access to the Work at all times during construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the Contract Documents, including but not limited to, the Standard Specifications, the Special Provisions, and the Plans. All labor, materials, and equipment furnished shall be subject to the Engineer's inspection. The Contractor shall notify the engineer at least twenty-four (24) hours before any inspection is required.

If the Contractor is allowed by the Engineer to work outside the hours of operations specified in Subsection 2.6 of these Special Provisions, on weekends, or on days designated as holidays by the City, and if the Engineer decides that inspection services are required during such times, the costs for those services shall be borne by the Contractor. When the Work is substantially completed, a representative of the Engineer will make the final inspection.

2.2.10 TESTING

The Contractor shall provide, at its sole cost and expense, any testing indicated by the Contract Documents. The testing shall be performed by a company approved by the Engineer. Only initial compaction tests which produce results meeting the City's previously specified requirements shall be at the City's expense. All compaction testing which produces results that fail to meet the City's previously specified requirements and all retaking of such tests shall be at the Contractor's expense and City shall not pay Contractor any compensation therefor.

The Contractor, at its sole expense, shall excavate any holes necessary for compaction tests, backfill the holes, compact the backfill placed in the holes, and pave the surface, if required, after the test(s) are completed.

2.2.11 SITE EXAMINATION

The Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work. The submittal of a Bid Proposal shall be conclusive evidence that the Contractor has investigated and examined the Work site and is satisfied as to the conditions to be encountered, including but not limited to, locality, uncertainty of weather and all other contingencies, and the character, quality, quantities, and scope of the Work, materials to be furnished, and all Agreement requirements which could in any

way affect the Work or the costs thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable existing or future conditions shall not relieve it from the responsibility for properly estimating the difficulties, responsibilities, or costs of successfully performing the Work according to the Contract Documents.

2.2.12 FLOW AND ACCEPTANCE OF WATER

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, and has prepared its Bid accordingly; and the Contractor, by submitting such a Bid, assumes all said risk.

2.2.13 RECYCLING AND DIVERSION OF DEBRIS

The Contractor shall adhere to all provisions of Section 9-6, "Recycling and Diversion of Debris from Construction and Demolition," of the City of Lynwood Municipal Code.

2.2.14 POLLUTION CONTROL

2.2.14.1 Water Pollution Control

The Contractor shall adhere to all provisions of Section 14-12 of the Lynwood Municipal Code: "Stormwater and Urban Runoff Pollution Control," and the Federal Clean Water Act, including but not limited to, the National Pollutant Discharge Elimination System (NPDES) standards. The Contractor shall implement all provisions of the Storm Water Pollution Prevention Plan (SWPPP) prepared by the City. **Delete the SWPPP provision if project site is less than one (1) acre.**

2.2.14.2 Sound Pollution Control

The Contractor shall ensure that its operations do not exceed a noise level of 86-decibels (db) as measured at a distance of 50 feet from all its sources of operation.

2.2.14.3 Air Pollution Control

The Contractor shall adhere to all applicable rules and regulations of the California Air Resource Board (CARB) and the South Coast Air Quality Management District (SCAQMD).

- END OF SECTION -

SECTION 2.3 - CHANGES IN WORK

2.3.1 CHANGES INITIATED BY THE AGENCY

The following sentence shall be added to the end of the second paragraph of Subsection 3-2.1 of the Standard Specifications:

All Change Orders shall be subject to the provisions of Subsection 6-3.15 of the Lynwood Municipal Code.

2.3.2 EXTRA WORK

The provisions of Section 3-3 of the Standard Specifications shall apply; provided that the provisions governing markup percentages for overhead and profit for extra work referenced in Subsection 3-3.2.3 Markup, Paragraph (a) Work by Contractor of the <u>latest Edition</u> shall be deleted in their entirety and the following substituted therefor:

(a) Work by Contractor. The following percentages shall be added by the City to the Contractor's costs and shall constitute the markup for all overhead and profit.

1)	Labor	15 percent
2)	Materials	15 percent
3)	Equipment rental	15 percent
4)	Other items & expenditures	15 percent
5)	Subcontracts (1st tier only)	5 percent
6)	Lower Tier subcontractors	none

To the sum of costs and markups provided for in this subsection, one percent shall be added by the City as compensation for bonding.

- END OF SECTION -

SECTION 2.4 - CONTROL OF MATERIALS

2.4.1 MATERIALS

2.4.1.1 Placing Orders. – The following paragraph shall be added to Subsection 4-1.1 of the Standard Specifications:

The Contractor shall place the order(s) for all long-lead supplies, materials, and equipment, for any traffic signing, striping, legends, and traffic control facilities within three (3) working days after the receipt of the Notice of Award from the City. The Contractor shall furnish the Engineer with a statement from the vendor(s) that the order(s) for said supplies, materials, and equipment has been received and accepted by said vendor(s) within fifteen (15) working days from the date of receipt of Notice of Award.

2.4.2 TRADE NAMES OR EQUALS

2.4.2.1 Substitutions. - Paragraph 2 of Subsection 4-1.6 of the Standard Specifications shall be amended to read as follows:

Whenever any particular material, process, or equipment is indicated by a patent, proprietary, or brand name, or by the name of the manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A Bidder may offer any material, process, or equipment considered as equivalent to that indicated, unless the City Council, or its designee, makes a finding that is described in the invitation for bids or request for proposal that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

- 1. In order that a field test or experiment may be made to determine the product's suitability for future use.
- 2. In order to match other products in use on a particular public improvement either completed or in the course of completion.
- 3. In order to obtain a necessary item that is only available from one source.
- 4. In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the

governing board of the local agency issuing the invitation for bid or request for proposals; or in order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

Failure of the Bidder to submit requests for substitution with the Bid, using the form provided in Appendix C of the Contract Documents, shall be deemed to signify that the Bidder, if awarded the contract, intends to furnish one of the brands named in these Special Provisions and the Bidder does thereby waive all rights to offer or use substitute materials, products, or equipment for that which was originally specified. Data substantiating a request for substitution of an "or equal" item shall be submitted either with the Bid or not later than ten (10) days following the Bid opening, and will not be considered until after execution of the Agreement by all parties.

2.4.2.2 Submittals for Approval of "Or Equals." – The first sentence of Paragraph 3 of Subsection 4-1.6 of the Standard Specifications shall be amended to read as follows:

Should the Contractor request approval for substitution of "or equal" products, it shall, at its expense, submit data substantiating such request to the Engineer as per Subsection 2.4.1.1, above. Data for approval to substitute "or equal" products shall include complete calculations, technical specifications, samples, or published documents relating to the performance and physical characteristics of the proposed substitute.

- END OF SECTION -

SECTION 2.5 – UTILITIES

2.5.1 UTILITY LOCATION AND PROTECTION

The following text shall replace the provisions of paragraph 3 of Subsection 5-1 of the Standard Specifications:

Locations of existing utilities shown on the Plans are approximate and may not be complete. Therefore, the Contractor shall notify Underground Service Alert at 1-800-227-2600 and obtain an inquiry identification number a minimum of two (2) working days, but not more than fourteen (14) calendar days, prior to any excavation in the vicinity of any potentially existing underground facilities in order to verify the location of all utilities prior to the commencement of the Work.

The Contractor shall be responsible for coordinating its work with all utility companies during the construction of the Work.

All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to grade by the Contractor. The Contractor shall notify each utility owner a minimum of two (2) working days before commencing the Work.

2.5.2 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

The following text shall replace the provisions of paragraph 4 of Subsection 5-5 of the Standard Specifications:

In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the plans and specifications.

Nothing herein shall preclude the public agency from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

If the Contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he or she shall immediately notify the public agency and utility in writing.

The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

2.5.3 TEMPORARY SUPPORT OF UTILITIES

The Plans identify the approximate locations of existing utilities that parallel or cross the Work. These locations are based on the best information available to the City. The Contractor shall verify these locations prior to commencing any work that may affect such utilities. During construction of the Work, some of the existing utilities may fall within the prism of trenches. If the existing utility does fall within the Contractor's trenches, the utility involved shall be supported properly by the Contractor to the satisfaction of the utility owner. The method of support of the utility, precautions to be taken during trench backfill and compaction, etc., shall be in accordance with the utility owner's requirements. The Contractor shall contact the utility owner should it anticipate such exposure of any of the existing utilities.

2.5.4 EXCAVATING NEAR SUBSURFACE INSTALLATION

The excavator shall determine the exact location of subsurface installations that may be affected by the excavation by excavating with hand tools within the area of the approximate location of subsurface installations as determined by the field marking performed by the operator of the subsurface installation (hereinafter the "Operator") in conjunction with the excavator pursuant to the provisions of Government Code Section 4216.3, before using any power-operated or power-driven excavating or boring equipment within the approximate location of the subsurface installation, except that power-operated or power-driven excavating or boring equipment may be used for the removal of any

existing pavement if there are no subsurface installations contained in the pavement. If mutually agreed upon by the Operator and excavator, the excavator may utilize power-operated or power-driven excavating or boring equipment within the approximate location of a subsurface installation and to any depth.

If the exact location of the subsurface installation cannot be determined by hand excavating in accordance with the first paragraph of this subsection, the excavator shall request the Operator to provide additional information to the excavator, to the extent that information is available to the operator, to enable the excavator to determine the exact location of the installation.

Under no conditions should a contractor proceed with excavation if the contractor has been unable to locate a marked utility line through hand excavation. In the event the contractor has been unable to locate the marked utility line by hand excavation, then the contractor is required to immediately stop work and notify the City, the property owner (if other than the City) and utility owner and request further information and instructions before proceeding with excavation.

- END OF SECTION -

SECTION 2.6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

2.6.1 GENERAL

Particular attention is directed to the following provisions of the Standard Specifications as amended by these Special Provisions: Subsection 6-1, "Construction Schedule and Commencement of Work," Subsection 6-4, "Default by Contractor," Subsection 6-7, "Time of Completion," and Subsection 6-9, "Liquidated Damages."

2.6.2 TIME OF COMPLETION

After the Agreement has been executed by all parties, and a written Notice to Proceed has been issued to the Contractor, the Contractor shall start the Work within ten (10) working days after the date specified in said Notice to Proceed.

Said Work shall be diligently prosecuted to completion before the expiration of:

SEVENTY (70) WORKING DAYS

from the date specified in a written Notice to Proceed from the City.

2.6.3 DEFAULT BY CONTRACTOR

2.6.3.1 The provisions Subsection 6-4 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

The Agreement may be cancelled by the City Council without liability for damages, upon the City Council's determination that the Contractor is not complying in good faith with the terms of the Agreement, has become insolvent, or has assigned or subcontracted any part of the Work without the City Council's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on Unit Prices or lump sums bid and the quantity of Work completed at the time of cancellation. Any damages sustained by the City due to acts or omissions of the Contractor will be subtracted from this amount. The Contractor, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of the Agreement for any of the reasons specified in this paragraph. If the City declares the Agreement canceled for any of the reasons specified in this paragraph, written notice to that effect shall be served by the City via personal delivery or by certified mail (return receipt requested) upon Contractor's Surety. The Surety shall, within five (5) working days after receiving the written notice, assume control and perform the work as successor to the Contractor.

If the Contractor fails to: begin delivery of material and equipment; commence work within time specified; maintain the rate of delivery of material; execute the work in the manner and at such locations as specified; maintain a work program which will ensure the City's interest; or carry out the intent of the Agreement; written notice may be served by the City via personal delivery or by certified mail (receipt

requested) upon the Contractor and its Surety on its Performance Bond demanding satisfactory compliance with the Agreement.

If the Contractor or its Surety does not comply with such notice within five (5) working days after receiving it, or fails to continue after starting to comply, the City may exclude the Contractor and/or its Surety from the premises and take possession of all material and equipment. The City may complete the Work in any manner consistent with applicable California law, including but not limited to use of its own forces, or by letting the unfinished work to another Contractor. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums due under the Agreement are insufficient, the Contractor or Surety shall pay to the City, within five (5) working days after the completion of the unfinished work, all costs in excess of the sums due.

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

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

2.6.4 DAYS DESIGNATED AS HOLIDAYS BY THE CITY OF LYNWOOD

2.6.4.1 Days Designated as Holidays by the City of Lynwood. - In accordance with Subsection 6-7.2 (3) of the Standard Specifications, the days designated as holidays by the City are:

New Year's Day
Martin Luther King's Birthday
César Chávez' Birthday
Christmas Day
Independence Day
Labor Day
Thanksgiving Day
Memorial Day

Any holiday shown above that falls on a Sunday shall be observed the following Monday.

2.6.4.2 Days Designated as Holidays by BOTH the State of California AND the United States Federal Government. - In addition to the holidays specified in §2.6.4.1, holidays observed by BOTH the State of California AND the United States federal government shall also be granted by the City and are designated as follows:

Presidents' Day Veterans' Day

Columbus Day

Any holiday shown above that falls on a Sunday shall be observed the following Monday.

2.6.5 LIQUIDATED DAMAGES

2.6.5.1 Amount. - The amount of Liquidated Damages as specified in Section 6-9 of the Standard Specifications shall not apply. The applicable amount of Liquidated Damages shall be specified in the Agreement.

2.6.6 TIMES OF OPERATION

2.6.6.1 Hours of Operation. - No construction activities shall take place and no person shall operate, permit, use, or cause to operate any of the following, other than between the hours of 7:00 a.m. to 3:30 p.m. (9:00 a.m. to 3:00 p.m. for work involving arterial streets), Monday through Friday, with no work allowed on City-observed holidays, unless otherwise approved by the Engineer:

- Powered Vehicles
- 2. Construction Equipment
- 3. Loading and Unloading Vehicles
- 4. Domestic Power Tools

2.6.7 NOTIFICATION

The Contractor shall notify the City of Lynwood and the owners of all utilities, subsurface installations and substructures not less than forty-eight (48) hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

AT&T		(310) 515-2419
City of Lynwood		(310) 603-0220
City of Lynwood Water & Sewer		(310) 603-0220, Ext. 800
Consolidated Disposal Services (trash collection)		(562) 577-6277
Los Angeles County Fire Department (Sta. 147)		(310) 605-5670
Los Angeles County Fire Department (Sta. 148)		(310) 603-5270
L.A. County Public Works/Flood Control		(626) 458-5100
Los Angeles County Sheriff's Department		(323) 508-4800
MV Transportation, Inc. (bus service)		(562) 259-9911
Lynwood Unified School District		(310) 605-5670
Park Water Company		(562) 923-0711
Southern California Edison	(800) 655-4555 or	(310) 608-5005
Southern California Gas		(310) 605-7909
Time Warner Cable	(562) 259-2015 or	(888) 892-2253
Underground Service Alert		(800) 227-2600
U.S. Postal Service		(800) 275-8777

The Contractor shall notify the U.S. Postal Service and trash collection company of all work areas affecting service five (5) working days prior to construction and shall coordinate the work so that these services are not interrupted.

2.6.8 CONSTRUCTION SCHEDULE

The provisions of Subsection 6-1 of the Standard Specifications shall be amended as set forth in the following Subsections:

- **2.6.8.1 Schedule of Work. -** A schedule of Work as required under Section 6-1 of the Standard Specifications shall be provided by the Contractor at the preconstruction meeting.
- **2.6.8.2 Method.** The Contractor shall provide a project management tool in the form of a Critical Path Method (CPM) network schedule for planning and scheduling of all work required under the Agreement. All schedule reports shall be in the form of computer printouts. The Contractor may elect to use bar charts (Gantt charts) as a supplementary on-site scheduling tool; provided, that all such bar charts shall be generated in the computer from the approved CPM network schedule.

CPM schedules may be submitted in either arrow diagram or time-scaled precedence diagram format, subject to the requirements of these Special Provisions.

- **2.6.8.3 Qualifications.** A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract, and shall verify that either the Contractor's organization has in-house capability to prepare and use CPM scheduling techniques, or that the Contractor will employ a CPM consulting firm who is so qualified.
- **2.6.8.4 Submittal Procedures. -** Within twenty (20) working days of execution of the Agreement by all parties, and within ten (10) working days of the Engineer's written request at any other time, the Contractor shall submit the schedule and schedule reports in the form specified herein. The Contractor, if requested by the Engineer, shall provide revised network diagrams and schedule reports if at any time the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." Such additional network diagrams and reports shall include a new arrow or precedence diagram and schedule reports conforming to the requirements of Subsection 2.6.8.7 of these Special Provisions, showing how the Contractor intends to accomplish the Work to meet the completion time specified. The form and method employed by the Contractor shall be the same as that required for the initial schedule submittal.
- **2.6.8.5 Schedule Revisions.** The Contractor shall modify any and all portions of the construction schedule that become infeasible because of activities or procurement behind schedule, or for any other valid reason. Any activity that cannot

be completed by its original latest completion date shall be deemed to be behind schedule.

2.6.8.6 Change Orders. - Upon issuance of a Change Order or other Contract modification, the approved change shall be reflected in the next submittal of the Construction Schedule.

2.6.8.7 Approved Standards. -

- **2.6.8.7.1 Definition. -** CPM scheduling, as required under this Section, shall be interpreted to be generally as outlined in the Associated General Contractors of America publication, "The Use of CPM in Construction," as amended by these Special Provisions.
- **2.6.8.7.2 Construction Schedules. -** Construction schedules shall include computer-generated graphic networks and computerized construction schedule reports meeting requirements of this Section.
- **2.6.8.7.3 Networks. -** The CPM scheduling network shall be in the form of a time-scaled arrow or time-scaled precedence diagram of the "activity-on-arrow" or the "activity on node" type and may be divided into separate pages with suitable notation relating to the interface points between the pages. Individual pages shall not exceed thirty-six (36) by sixty (60) inch sheet size. Notation on each activity arrow or node shall include a brief work description and duration estimate.

All construction activities and procurement shall be indicated in a timescaled format and calendar scale shall be shown along the entire sheet length. Each activity arrow or node shall be plotted so that the beginning and completion days and free float time of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using symbols that clearly distinguish between critical path activities and free float for each non-critical activity. All non-critical path activities shall show estimated performance time and free float time in scaled format.

- **2.6.8.7.4 Duration Estimates. -** The duration estimates indicated for each activity shall be computed in working days, converted to calendar days, and shown on the construction schedule in calendar days, and shall represent the single, best estimate considering the scope of the Work and resources planned for the activity. Except for certain non-labor activities, such as curing of concrete, paint drying, procurement, or delivering of materials, activity duration shall not exceed ten (10) working days [fourteen (14) calendar days] nor be less than one (1) working day, unless otherwise accepted by the Engineer.
- **2.6.8.7.5 Schedule Reports. -** Schedule Reports shall be prepared from the initial construction schedule and from all subsequent revisions of the

schedule. As a minimum, Schedule Reports shall contain the following data for each activity:

- 1. Activity numbers (or i-j numbers)
- 2. Estimated activity duration
- 3. Activity description (including procurement items)
- 4. Early Start date (calendar dated)
- 5. Early Finish date (calendar dated)
- 6. Late Start date (calendar dated)
- 7. Late Finish date (calendar dated)
- 8. Status (whether critical)
- 9. Total Float for each activity
- 10. Free Float for each activity

2.6.8.7.6 Project Information. - As a minimum, each Schedule Report shall include the following summary data:

- 1. Project name
- 2. Contractor name
- 3. Sequence or revision number or date
- 4. Project duration
- 5. Scheduled completion date
- 6. Date of commencement of the Work
- 7. Cite new completion date, if applicable

2.6.8.8 Schedule Monitoring. – At least once a month, and when specifically requested by the Engineer, the Contractor shall submit to the Engineer a computer printout of the latest updated Schedule Report for those activities that remain to be completed.

- END OF SECTION -

SECTION 2.7 - RESPONSIBILITIES OF THE CONTRACTOR

2.7.1 LAWS TO BE OBSERVED - The provisions of Subsection 7-13 of the Standard Specifications shall be deleted in their entirety and the following substituted therefor:

The Contractor shall keep itself fully informed of all existing and future State and Federal laws, and county 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. Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any or all authority over the Work, and shall indemnify the City and all its officers and employees connected with the Work, including, but not limited to, the Director of Public Works and the City Engineer, against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or its employees. If any discrepancy or inconsistency is discovered in the Contract Documents for the Work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Engineer in writing.

2.7.2 INSURANCE REQUIREMENTS - The insurance requirements set forth in Sections 7-3 and 7-4 of the Standard Specifications shall be replaced in their entirety by the following provisions of this Subsection:

2.7.2.1 Workers' Compensation and Employer's Liability. - At its sole expense, Contractor shall procure, provide and maintain during the life of the Agreement and for any other such period as may be required to cover warranty periods or other claims arising from the Work, Workers' Compensation Insurance and Employer's Liability Insurance for all Contractor's employees on the Project.

Workers' Compensation Insurance shall be in the amount required by California law. Employers' Liability Insurance shall be provided in amounts not less than \$1,000,000 per accident, per employee for bodily injury or disease.

The Workers' Compensation Policy shall be endorsed to contain a waiver of subrogation in favor of the City of Lynwood.

Contractor shall require all subcontractors to provide Contractor with evidence of Workers' Compensation and Employer's Liability Insurance which complies with California law and the provisions of this Subsection 2.7.2.1. Contractor shall provide City with copies of such evidence of insurance before commencing performance of any of the Work specified in the Contract Documents.

2.7.2.2 Commercial General Liability Insurance. - At its sole expense, Contractor shall procure, provide and maintain during the life of the Agreement and for any other such period as may be required to cover warranty periods or other claims arising from the Work, Commercial General Liability Insurance against claims for injuries to persons, damages to property or such other liabilities as may arise directly or indirectly from Contractor's operations, use and management of the Project site or the performance of the Work or any of Contractor's obligations under the Contract Documents.

Contractor's Commercial General Liability Insurance shall provide coverage at least as broad as ISO "Occurrence" form CG 00 01, including, but not limited to, coverage for the following: (1) premises and operations; (2) contractual liability, insuring the obligations assumed by Contractor under the provisions of any of the Contract Documents; (3) products and completed operations; (4) broad form property damage (including completed operations); (5) explosion, collapse and underground hazards; (6) bodily injury; (7) property damage; and (8) personal and advertising injury.

Policy limits shall not be less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate. If the policy includes a general aggregate limit, the policy shall be endorsed to state that the general aggregate limit shall apply separately to this Project, or the general aggregate limit shall be twice the required per occurrence limit. Defense costs must be paid in addition to limits and there shall be no cross liability exclusion for claims or suits by one insured against another.

The limits set forth in the paragraph above shall apply separately to each insured against whom claims are made or suits are brought except with respect to limits of liability. The limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City.

The City of Lynwood, its elected and appointed boards, officers, officials, employees, agents, representatives and volunteers shall be named as additional insureds on the Commercial General Liability Policy <u>using Additional Insured Endorsement form CG 20 10 11 85 or exact equivalent.</u> This endorsement shall be attached to insurance certificates or contained in certified copies of policies.

2.7.2.3 Business Automobile Liability Insurance. At its sole expense, Contractor shall procure, provide and maintain during the life of the Agreement and for any other such period as may be required to cover warranty periods or other claims arising from the Work, Business Automobile Liability Insurance using ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto), or the exact equivalent. Limits shall be no less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage liability, including

coverage for (1) owned automobiles; (2) hired or borrowed automobiles; and (3) non-owned automobiles.

The limits set forth in the paragraph above shall apply separately to each insured against whom claims are made or suits are brought except with respect to limits of liability. The limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City.

The City of Lynwood, its elected and appointed boards, officers, officials, employees, agents, representatives and volunteers shall be named as additional insureds on the Business Automobile Liability Policy. This endorsement shall be attached to insurance certificates or contained in certified copies of policies.

2.7.2.4 Course of Construction / Builder's Risk - Not Applicable to this Project.

2.7.2.5 Reserved.

2.7.2.6 Additional Required Insurance Endorsements.

2.7.2.6.1 All Policies. - In addition to the specific requirements set forth for the individual types of policies set forth above, all insurance policies required under the provisions of Subsection 2.7.2 shall be endorsed to contain the following provision:

This insurance policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Lynwood. Such thirty (30) day notice shall be submitted to the City via certified mail, return receipt requested, and addressed to: City Engineer, City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262.

2.7.2.6.2 Commercial General Liability and Business Auto Liability Policies. In addition to the specific requirements set forth for the individual types of policies set forth above, the Commercial General Liability and Business Auto Liability policies required under the provisions of Subsection 2.7.2 shall be endorsed as follows:

The Contractor's insurance is primary with respect to the City of Lynwood, its elected and appointed boards, officers, officials, employees, agents, representatives and volunteers. Any insurance or self-insurance maintained by The City of

Lynwood, its elected and appointed boards, officers, officials, employees, agents, representatives and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The subrogation condition as to the City of Lynwood, its elected and appointed boards, officers, officials, employees, agents, representatives and volunteers shall be deleted, or must specifically allow the named insured to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

- **2.7.2.7** Acceptability of Insurers. All insurance required by the Contract Documents shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, and only with insurers that are admitted and authorized to do business in California as insurance carriers.
- **2.7.2.8 Verification of Coverage. -** Contractor shall furnish the City with <u>original</u> certificates of insurance <u>and</u> original endorsements evidencing the coverage required by these specifications. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be in form and substance satisfactory to the City and shall be furnished to the City Engineer within ten (10) calendar days of Contractor's receipt of the Notice of Award, and approved by the City Engineer and/or the City Attorney <u>before</u> any Work commences. At the request of the City, the Contractor shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.
- **2.7.2.9 Subcontractors.** The Contractor shall include all subcontractors as insureds under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the insurance requirements set forth in the various provisions of Subsection 2.7.2.
- **2.7.2.10 Other Required Insurance Provisions.** In the event any breach of any of the insurance provisions required under the Contact Documents, City may, at is sole discretion, procure and maintain at Contractor's expense, the necessary insurance and may deduct the costs from any sum to which contractor is entitled or may become entitled under the Contract Documents.

No endorsement limiting or excluding a standard coverage is permitted and claims-made coverage or modified occurrence is not acceptable.

The cost of procuring and maintaining all insurance required by the provisions of Subsection 2.7.2 shall be included in the Contractor's bid.

Pursuant to Section 7105 of the California Public Contract Code, Contractor shall not be responsible for cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an Act of God, in excess of five percent (5%) of the contracted amount, provided, that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of the City.

Contractor shall obtain insurance to indemnify the City for any damage caused by an Act of God if the insurance premium is listed as a separate bid item in the Bid Schedule(s) for the Work. As used in this paragraph, an "Act of God" includes only earthquakes in excess of a magnitude 3.5 on the Richter scale, and tidal waves.

- **2.7.3 LABOR LAWS –** The following provisions shall be added to Subsection 7-2.2 of the Standard Specifications:
 - **2.7.3.1 Hours of Labor. -** The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815, inclusive, relating to working hours. The Contractor shall, as a penalty to the City, forfeit \$25.00 for each worker employed in the execution of the Work pursuant to the Contract Documents by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay. Upon notification by the Division of Apprenticeship Standards (the "DAS") or the Division of Labor Standards Enforcement of the Department of Industrial Relations (the "DLSE"), the City shall withhold penalties due under this Subsection from the Contractor's progress payments then due.
 - **2.7.3.2 Prevailing Wage.** As required by Section 1770 et seq. of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (the "Director"). Copies of such prevailing rate of per diem wages are on file at the office of the City Engineer, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.

Pursuant to the provisions and exceptions set forth in Labor Code Section 1775, Contractor, and any subcontractor under Contractor, shall, as a penalty to the City, forfeit the sum of not more than \$50.00 (actual amount of penalty to be determined by the Labor Commissioner pursuant to the provisions of Labor Code Section 1775(a)(2)) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the Contract Documents by it or by any subcontractor under it. Upon notification by the DAS or the DLSE, the City shall withhold penalties due under this Subsection from the Contractor's progress payments then due. The difference between the

prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or the subcontractor.

Any contract executed between the Contractor and a subcontractor for performance of work under the Contract Documents shall include a copy of the provisions of Section 1771, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code.

2.7.3.3 Apprentices on Public Works. - Prior to commencing work, the Contractor shall submit to the City a copy of the information submitted to the applicable apprenticeship program(s) that can supply apprentices to the site of the Work. The information shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed.

Within 60 days after concluding the Work under the Agreement, Contractor and its subcontractors shall submit to the City a verified statement of the journeyman and apprenticeship hours performed on the contract.

2.7.4 OTHER PROVISIONS

- **2.7.4.1 Unpaid Claims.** If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the City a Stop Notice, as provided in Sections 3179 through 3210 of the California Civil Code, the City shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under the Agreement as shall be sufficient to answer the claim stated in such Stop Notice, and to provide for the reasonable cost of any litigation thereunder, provided, that if the Engineer shall, in its discretion, permit the Contractor to file with the City the bond referred to in Section 3196 of the California Civil Code, said moneys shall not thereafter be withheld on account of such Stop Notice.
- 2.7.4.2 Retainage from Monthly Payments. Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the City to ensure performance under the Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Agreement. Deposit of securities with an escrow agent shall be subject to a written agreement for in-lieu construction payment retention, provided by the City between the escrow agent and the City, which provides that no portion of the securities shall be paid to the Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City will not certify that the Agreement has been satisfactorily completed until at

least 35 days after filing by the City of a Notice of Completion. Securities eligible for investment under Public Contract Code Section 22300 shall be limited to those listed in Section 16430 of the Government Code, and to bank or savings and loan certificates of deposit.

2.7.4.3 Contracts for Trenches or Excavations; Notice on Discovery of Hazardous Waste or Other Unusual Conditions; Investigations; Change Orders; Effect on Contract.

2.7.4.3.1 As required under Section 7104 of the Public Contract Code, any public works contract of a local public entity, which involves the digging of trenches or other excavations that extend deeper than 4 feet (1.2 meters) below the surface, shall be subject to the following provisions:

The Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; and (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

- 2.7.4.3.2 In accordance with California Labor Code Section 6705, Contractor shall not commence any excavation over five (5) feet in depth until he/she has submitted to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during any such excavation and such plan has been accepted by the City or by a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated. If such plan varies from the shoring system standards promulgated by the Department of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed and paid by the Contractor. Nothing in this Subsection shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing contained in this Subsection shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.
- **2.7.4.4 Resolution of Construction Claims. -** In accordance with Public Contract Code Section 20104 *et seq.*, and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the City shall be resolved under the following the statutory procedure:
- 1. **All Claims:** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the Contract Documents. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.
- 2. Claims Under \$50,000. The City shall respond in writing to the claim within forty-five (45) days of receipt of the claim, or, the City may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the Contractor. The City's written response shall be submitted fifteen (15) days after receiving the additional documentation, or within the same period of time taken by the Contractor to produce the additional information, whichever is greater.
- 3. Claims over \$50,000 but less than or equal to \$375,000. The City shall respond in writing within sixty (60) days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the City and the Contractor. The City's response

shall be submitted within thirty (30) days after receipt of the further documents, or within the same period of time taken by the Contractor to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

- 5. If the Contractor disputes the City's response, or if the City fails to respond within the times prescribed herein, the Contractor may so notify the City within fifteen (15) days of the receipt of the response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for a settlement of the issues in dispute. Upon such demand, the City shall schedule a meet and confer conference within thirty (30) days.
- 6. Following the meet and confer conference, if the claim or any portion thereof remains in dispute, the Contractor may file a claim pursuant to Government Code 900 *et seq.* and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the Contractor first submits its written claim pursuant to these provisions until the time the claim is denied as a result of the meet and confer process, including any time utilized for the meet and confer conference.
- 7. Submission of a written claim (with appropriate supporting documentation attached) signed by the Contractor, and a written rejection or denial of all or part of the claim by City, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.
- **2.7.4.5 Concrete Forms, Falsework, and Shoring. -** The Contractor shall comply fully with the requirements of Section 1717 of Title 8 of the California Code of Regulations (Construction Safety Orders of the California Department of Industrial Relations) regarding the design of concrete forms, falsework, and shoring, and the inspection of same prior to the placement of concrete. Where Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to the placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefor shall be included in the Bid item price named in the Agreement for completion of the Work as set forth in the Contract Documents.
- **2.7.4.6 Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations.** Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating that both (1)

the information contained in the payroll record is true and correct; and (2) the Contractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

The payroll records enumerated in the first paragraph of this Subsection 2.7.4.6, shall be certified and made available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

A certified copy of an employee's payroll record shall be made available for inspection, or furnished to the employee, or his or her authorized representative on request.

A certified copy of all payroll records enumerated herein shall be made available for inspection, or furnished upon request to a representative of the City, the DLSE and the DAS.

A certified copy of all payroll records enumerated herein shall be made available upon request to the public for inspection, or for copies thereof. However, a request by the public shall be made through among the City, the DAS, or the DLSE. If the requested payroll records have not been provided pursuant to the preceding paragraph, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made, subject to the provisions of Title 8, Sections 16400 and 16402 of the California Code of Regulations. The public shall not be given access to the records at the principal office of the Contractor.

The certified payroll records shall be on forms provided by the DLSE or shall contain the same information as the forms provided by the DLSE. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the DLSE forms and such printouts are verified in the manner specified in the first paragraph of this Subsection 2.7.4.6.

The Contractor and each subcontractor shall file a certified copy of the records, enumerated in the first paragraph of this Subsection 2.7.4.6, with the entity that requested the records within ten (10) days after receipt of a written request.

Any copy of records made available for inspection as copies, and furnished upon request to the public or any public agency by the City, the DAS, or the DLSE, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the Work under the Contract Documents shall not be marked or obliterated. Any copy of records made available for inspection by or furnished to, a joint labor-management committee established pursuant to the provisions of Labor Code Section

1776(e) shall be marked or obliterated only to prevent disclosure of individuals' names and social security numbers.

The Contractor shall inform the City of the location of the records enumerated under the first paragraph of this Subsection 2.7.4.6, including the street address, city and county, and shall, within 5 working days, provide a notice of any change of location and address.

The Contractor or subcontractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting the certified payroll records set forth in in the first paragraph of this Subsection 2.7.4.6. In the event that the Contractor or subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the DAS or the DLSE, these penalties shall be withheld from progress payments then due.

A copy of all certified payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, his or her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. They shall also indicate all apprentices and ratio of apprentices to journeymen. The payroll shall be accompanied by a "Statement of Compliance," signed by the employer or its agent, indicating that the payrolls are correct and complete, and that the wage rates contained therein are not less than those required by the Contract Documents. The "Statement of Compliance" shall be on forms furnished by the City, or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls from all subcontractors.

By the fifteenth (15th) day of the month, if the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the City will retain an amount equal to ten (10) percent of the estimated value of the work performed during that month from the next monthly progress payment, except that such retention shall not exceed \$10,000, nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be in addition to all other retentions provided for in the Contract Documents. The retention for failure to submit certified payrolls for any monthly period will be released for payment with the next progress payment made following the date that all the satisfactory payrolls for which the retention was made are submitted.

2.7.5 PERMITS – The following shall be added to the end of Subsection 7-5 of the Standard Specifications:

- **2.7.5.1** The following permit(s) shall be required for the Project:
 - 1. «DescOfPubWorksPermit»

2. Business License - City of Lynwood Business License Department

*The Contractor is required to obtain a "No-Fee" Construction / Excavation Permit from the City prior to commencing any work.

- END OF SECTION -

SECTION 2.8 -- FACILITIES FOR AGENCY PERSONNEL

(NOT REQUIRED)

- END OF SECTION -

SECTION 2.9 - MEASUREMENT AND PAYMENT

2.9.1 GENERAL

2.9.1.1 Payment. – Paragraph 2 of Subsection 9-3.1 of the Standard Specifications shall be amended to read as follows:

Payment for the various items of the Bid Schedule(s) shall include <u>all compensation</u> to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and costs of complying with the regulations of any public agencies having jurisdiction over Contractor or the Work, including, but not limited to, the Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).

No separate or additional payment will be made for any item that is not specifically set forth in the Bid Schedule(s), unless approved and covered by a subsequent Change Order(s) issued in accordance with the provisions of the Contract Documents and all costs for any such items shall be included in the prices named in the Bid Schedule(s) for the various appurtenant items of Work.

2.9.1.2 Progress and Final Payments. – Paragraphs 2 through 5 of Subsection 9-3.2. of the Standard Specifications shall be deleted in their entirety and the following substituted therfor:

In order to receive monthly progress payments for Unit Price Bid Schedule(s), for work performed to the established closure date, the Contractor shall submit to the Engineer a billing invoice and an attachment containing a correct list of estimated quantities and work completed by the Contractor for the applicable Unit Price Bid Items listed in the Bid Schedule(s). Such invoice shall also include a statement of accumulated working days. The estimated quantities and work completed shall be verified by the Engineer prior to processing payment.

In order to receive monthly progress payments for Lump Sum Bid Schedule(s), for work performed to the established closure date, the Contractor shall submit to the Engineer a billing invoice and an attachment containing a correct list of estimated quantities and work completed, in accordance with the Schedule of Values approved by the Engineer. Such invoice shall also include a statement of accumulated working days. The estimated quantities and work completed shall be verified by the Engineer prior to processing payment.

When the entire Project has been satisfactorily completed, the Contractor shall submit its final billing invoice and required detailed attachment to the Engineer for the required verification and preparation of the final estimate.

Acceptance of any progress payment accompanying any estimate without written protest shall be an acknowledgment by the Contractor that the number of accumulated working days shown on the associated statement of working days is correct. Progress payments made by the City to the Contractor after the completion date of the Agreement shall not constitute a waiver of liquidated damages.

Subject to the provisions of Section 22300 of the Public Contract Code, a ten percent (10%) retention will be withheld from each progress payment. All monthly invoices or payment requests, together with the required attachments detailing the number of days worked and estimates of quantities and work completed, shall be directed to and approved by the Engineer before submittal to the City for payment. Pursuant to the provisions of California Public Contract Code Section 20104.50, should City fail to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request (or invoice) from Contractor, City shall be liable to pay interest on such late payment equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. Upon receipt of an invoice or payment request from Contractor, the City shall: (1) review the invoice as soon as practicable after receipt to determine that the invoice is a proper payment request / invoice; and (2) return to the Contractor within seven 7 days of receipt any invoice / payment request the City determines to be improper, accompanied by a writing setting forth the reasons for City's determination of impropriety. The number of days available to City to make a payment without incurring interest as set forth in this paragraph shall be reduced by the number of days the City exceeds the seven (7) day return period set forth in the previous sentence.

The Contractor shall submit with each invoice the Contractor's conditional waiver of lien for the entire amount covered by such invoice and valid unconditional waivers of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in forms prescribed by California Civil Code Section 3262. Prior to final payment by City, Contractor shall submit a final waiver of lien for Contractor's work, together with releases of lien from any subcontractor or materialmen.

2.9.1.3 Release of Retention - The last paragraph of Standard Specifications Subsection 9-3.1 shall be DELETED and the following substituted therefor:

At the expiration of thirty-five (35) days after the Notice of Completion has been recorded by the City, or as prescribed by law, the amount deducted from the final estimate and retained by the City will be processed for payment to the Contractor, except for such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Agreement to be further retained.

2.9.2 SCHEDULING, MEASUREMENTS AND PAYMENTS

2.9.2.2 Initial Mobilization: - The following paragraphs shall be added to the end of Subsection 9-3.4 of the Standard Specifications:

Measurement for payment for Mobilization will be based upon completion of such work as a lump sum, non-proratable pay item, and shall require completion of all of the listed items during the first twenty-five (25) days following the Notice to Proceed.

Payment for Mobilization will be made at the lump sum allowance named in the Unit Price Bid Schedule(s) under the Bid Item, "Mobilization," which price shall constitute full compensation for all such work. Payment for mobilization will be made in the form of a single, lump-sum, non-proratable payment. The Bid Item, "Mobilization," will not be approved for payment until all mobilization items listed herein have been completed as specified. The scope of work included under the Bid Item, "Mobilization" shall include, but not be limited to, the following principal items:

- 1. Obtaining and paying for all bonds, insurance, and permits.
- 2. Moving onto the site all Contractor's plant and equipment required for first month's operations.
- 3. Installing temporary construction power, wiring, and lighting facilities.

- 4. Establishing fire protection system.
- 5. Developing and installing a construction water supply per Subsection 7-8.5 of the Standard Specifications.
- 6. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA.
- 7. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer and for all security.
- 8. Arranging for and erection of Contractor's work and storage yard.
- 9. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA and as required by Subsection 7-10.4 of the Standard Specifications.
- 10. Having the Contractor's superintendent at the job site full time as required under Subsection 7-6 of the Standard Specifications.
- 11. Submittal of required Construction Schedule as specified in Subsection 6-1 of the Standard Specifications.
- 12. Submittal of <u>Proposed Construction Schedule</u> on or before the Preconstruction Conference, acceptable to the Engineer, per Subsection 6-1 of the Standard Specifications and Subsection 2.6.8 of these Special Provisions.
- 13. Submittal of detailed <u>Preliminary Construction Schedule</u> for the Engineer's approval within seven (7) calendar days after the commencement date specified in the Notice to Proceed.
- 14. Submittal of an <u>As-Planned Construction Schedule</u>, embodying all corrections required by the Engineer, within thirty (30) calendar days of the date of the Notice to Proceed. No payment for mobilization can be made until this has been approved and submitted.
- 15. Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine per Section 2.8 of the Special Provisions.
- 16. Providing on-site communication facilities for the City and the Engineer, including telephones, radio pagers, and a FAX machine.

In addition to the requirements specified above, all submittals shall conform to the applicable requirements of the Standard Specifications.

No payment for any of the listed mobilization work items will be made until all of the listed items have been completed to the satisfaction of the Engineer. The aforementioned amount will be withheld by the City as the agreed, estimated value of completing all of the mobilization items listed. Any such withholding of money for failure to complete all such mobilization items as a lump sum item shall be in addition to the retention of any payments pursuant to the provisions of the Public Contract Code.

2.9.2.3 Demobilization - Measurement for payment for Demobilization will be based upon completion of such work as a lump sum, non-proratable pay item, and shall require completion of all of the Demobilization items listed herein.

Payment for Demobilization will be made at the lump sum allowance named in the Bid Schedule(s) under the Bid Item, "Demobilization," which price shall constitute full compensation for all such work. Payment for Demobilization will be made in the form of a single, lump sum, non-proratable payment, no part of which will be approved for payment under the Agreement until all Demobilization items listed herein have been completed as specified. The scope of the work included under the Bid Item, "Demobilization" shall include but not be limited to the following principal items:

- 1. Provide and submit to the City a detailed written summary of the actual quantities of each bid item.
- 2. Complete clean up and remediation of all storage and staging sites.
- 3. Complete clean up and remediation, if required, of all haul routes utilized by Contractor's vehicles.
- 4. Comply with all terms of the Construction Permit.
- 5. Submit complete "AS-BUILT" plans.
- 6. Complete the project punch list.
- **2.9.2.4 Sheeting, Shoring, and Bracing or Equivalent Method. -** Measurement for payment for temporary sheeting, shoring, and bracing, or equivalent method, will be based upon the completion of all planning, design, engineering, furnishing, and construction, and the removal and disposal of all such temporary sheeting, shoring, and bracing as a lump sum item, complete, as required under the provisions of any permits and in accordance with the requirements of OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of the California Labor Code.

Payment for temporary sheeting, shoring, and bracing, or equivalent method, will be made at the lump sum price named in the Bid Schedule(s) under the Item, "Sheeting, Shoring, and Bracing, or Equivalent Method", which price shall constitute full compensation for completion of all such work as required hereunder.

- END OF SECTION -

SECTION 2.10 - CONSTRUCTION DETAILS (MATERIALS AND METHODS)

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2.10.1	General	
2.10.2	Construction Materials	
2.10.3	Construction Methods	

2.10.1 GENERAL

Section 2.10, "Construction Details", includes only technical provisions that add, delete, or revise that which is already covered in the Standard Specifications, or exercises a choice that is offered in the Standard Specifications, or adds subjects not covered in the Standard Specifications.

2.10.2 CONSTRUCTION MATERIALS

2.10.3 CONSTRUCTION METHODS

- END OF SECTION -

CITY OF LYNWOOD PUBLIC WORKS DEPARTMENT

PART 3 – TECHNICAL PROVISIONS

STREET IMPROVEMENT PROJECT PROJECT NO. 4011.68.049

FOR

OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

IN THE CITY OF LYNWOOD

STREET IMPROVEMENT PROJECT PROJECT NO. 4011.68.049

OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

TECHNICAL PROVISIONS

All Bid Items shall be in accordance with the Greenbook Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC), Latest Edition including supplements, State of California Caltrans Standard Plans and Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

Mobilization/Demobilization

Mobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduce pollution.

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operation. 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 and project time period. 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, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, 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 specified BMPs.

Payment for Mobilization/Demobilization shall be considered as included in the prices paid for the Various Items of work involved as specified in Section 8-3, "Work to be Done without Direct Payment," of the Standard Construction Specifications and therefore no additional compensation will be made. This shall include full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Lynwood; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

Traffic Control

Traffic control, Traffic control plan, construction signing and traffic maintenance shall comply with the provisions of Subsection 7-10 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones" published by the Department of Transportation, State of California, and latest Manual on Uniform Traffic Control Devices (MUTCD) by the Federal Highway Administration (California Supplement), the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

- 1) 5 feet to any excavation,
- 2) 2 feet to curbs or temporary concrete barriers,
- 3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the City Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the City Engineer to adequately protect the public.

PUBLIC CONVENIENCE

At least ten (10) calendar days prior to commencing paving work, the Contractor shall submit a pavement spreading schedule to the City for approval. Based on the pavement spreading schedule, the Contractor is to notify residents and businesses of the proposed work and post temporary "NO PARKING" signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs shall not be attached to existing poles, street light standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The "NO PARKING" signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the City Engineer at least seventy-two (72) hours prior to reconstruction and overlaying the street. All conflicting parking signage shall be covered.

Due the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute a minimum of two (2) "Public Notice" to each resident and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours (3 working days) prior to the start of work. A sample copy of the notice must be approved by the City Engineer. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the front door knob and/or gate. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area.

The Contractor shall also coordinate with the trash disposal and postal services agencies to ensure the safe operation of their vehicle and access in the construction area. Notices shall be in English and Spanish language.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within one working day (24) hours of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars (\$100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City for which there is a fee.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 7-10 of the General Provisions

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of damage (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "Manual of Traffic Controls for Construction and Maintenance Work Zones". The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a Traffic Engineer Licensed in the State of California and shall show:

- 1. Notification Signs.
- 2. Existing and temporary lane lines.
- 3. Dimensions of the work zone and street improvements.
- 4. Advance warning signs.
- 5. Delineators

The plans shall be submitted to the City no later than the Pre-Construction meeting and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

- 1. That the plan will conform to the "Manual on Uniform Traffic Control Devices (MUTCD) California Current Edition."
- 2. Emergency contact person and phone number.
- 3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be reviewed and accepted by the City Engineer prior to beginning any removals.

The Contractor shall cooperate with the City Engineer relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs as shown on traffic control plans and as specified by the City of Lynwood.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt on existing concrete work or endangering pedestrian safety.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the City Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the City Engineer. When two-way traffic is restricted to one lane in each direction, and when applying an overlay past intersecting roads, traffic shall be controlled as required by the "Manual of Traffic Controls for Construction and Maintenance Work Zones". A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the City Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets, except if an alternative plan is approved by the City Engineer.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans, Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any

one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 1 inch. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall be not less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed I units if candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

Dry Reflective Value

Angle of Incidence	<u>4</u> 0	5°_	_30°
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with Test Method No. Calif. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. 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 highly pigmented fluorescent orange polyvinyl compound. The cone 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 cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking for traffic control shall conform to Section 310-5.6.5 of the Standard Specifications. Temporary 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.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall coordinate all shipments and deliveries to businesses.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for Traffic Control Systems and Plans shall be considered as included in the prices paid for the Various Items of work involved as specified in Section 8-3, "Work to be Done without Direct Payment," of the Standard Construction Specifications and therefore no additional compensation will be made. This item shall include full compensation for providing safe traffic control systems, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Lynwood; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

Construction Surveying and Stacking

It shall be the responsibility of the Contractor to supply any and all construction surveying and staking required. All surveying shall be performed under the direct supervision of a California Licensed Land Surveyor or Civil Engineer duly licensed to perform land surveying.

Construction Survey and staking consist of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a Land Surveyor or Professional Engineer licensed in the State of California to do surveying. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Construction staking shall conform to the Standard Specification Section 2-9. Work under this Section includes, but is not limited to, the following:

- 1. Establish and maintain horizontal and vertical control points from City Engineersupplied benchmarks and baselines.
- 2. Establish temporary benchmarks.
- 3. Layout of all work.
- 4. Construction staking for earthwork, paving work and median curb required on the project.
- 5. Control, staking, and grade checking for all earthworks.
- 6. Maintain records on reproducible contract drawings (ASCII points file) of asconstructed locations of project components and features during the course of the project.
- 7. Unless the project shows a separate bid item for the survey monumentation in bid schedule, contractor shall establish/reestablish survey monuments as shown on the construction drawings and file Corner Record Survey with the County Surveyor and the City Engineer.

City Engineer reserves the right to check the accuracy of Contractor's survey measurements and calculations. Regardless of whether or not the City Engineer exercises this right, the requirements for Contractor accuracy and adequacy will not be waived.

Copies of all completion survey notes, and other data shall be furnished to the City Engineer prior to beginning work that requires their use.

Prior to completion of Project and when requested by City Engineer, Contractor shall submit a copy of site drawing and certificate signed by California Registered Land Surveyor or Professional Engineer as applicable, that elevations and locations of Work

are in conformance with Contract Documents.

Contractor shall set permanent monuments and file "Record of Survey Map". The contractor shall be responsible to maintain a complete and accurate log of control and survey work as it progresses.

Contractor shall field verify locations of survey control points prior to starting any work on the Project Site. Contractor shall establish and submit to City Engineer any temporary control points as necessary due to construction activity. The Contractor shall notify City Engineer of any discrepancies discovered and resolve prior to starting any work.

The Contractor shall lay out work from the City Engineer's established control points, baselines, ranges and gauges and shall be responsible for all measurements in connection therewith. Furnish, at Contractor's expense, all stakes, templates, platforms, equipment, range markers, and labor as may be required in laying out any part of the Work from the points and lines established by the City Engineer. The Contractor will be held responsible for the execution of the Work to such lines and grades as may be established or indicated by the City Engineer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the City Engineer until authorized to remove them. If such marks are destroyed by the Contractor or through negligence prior to their authorized removal, they may be replaced by the City Engineer at City Engineer's discretion. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

Surveying shall conform to methods, procedures, and requirements of the CALTRANS Survey Manual. Contractor shall set finish grades at a maximum of 50-ft. intervals for dirt, 25-ft. intervals for rock and at all grade breaks. Contractor shall establish or reestablish baselines and field control points as necessary and provide all basic site engineering to assure accurate locations and elevations for construction. It will be contractor's responsibility to verify location and elevation of existing structures and utilities as required for new work.

Control datum for survey may be indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent reference points during construction and provide record of survey for replacement at record monument. The contractor shall report to City Engineer loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. There will be no changes without prior written notice to City Engineer.

Payment for Construction Survey and Stacking shall be considered as included in the prices paid for the Various Items of work involved as specified in Section 8-3, "Work to be Done without Direct Payment," of the Standard Construction Specifications and therefore no additional compensation will be made. This item shall include full

compensation for providing, preparing and providing survey control plan during the project, obtaining all approvals and permits, as required, from the City Engineer, including, but not limited to, public agencies and the City of Lynwood; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

Bid Item No. 1 – Sawcut and Remove Existing Concrete Sidewalk

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete sidewalk and sub-grade compaction. Removal of concrete sidewalk as shown on the Contract Drawings shall conform to Subsections 300-1.3.2 (b and c) of the Standard Specifications for Public Works Construction. All boundaries limits will be approved by the Engineer prior to saw-cutting. The Contractor shall exercise care in removing existing concrete so as not to damage adjoining areas which are to remain in place and any damage so caused shall be replaced by the Contractor at his own expense.

Actual limit of concrete removal shall extend to nearest score mark or joint, if nearest score mark or joint is within 3' limit of removal. Residual from any saw-cutting shall be removed by vacuum. The downstream drain inlet shall be protected. In no case shall the residual be allowed to enter the storm drain system.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete sidewalk is constructed. The exact location of side walk removal shall be approved by the City Engineer in the field. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete sidewalks shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

This item shall include removal and disposal of unsuitable subgrade soil excavated for concrete placementoot pruning and/or tree root removal of the sections adjacent and underneath sidewalk in order to bring new sidewalk to final finish grade. Full compensation for root pruning and tree root removal shall be included in the unit price of sidewalk and no further compensation shall be made.

It is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pullboxes, utility boxes, and etc. in place per section 300-1.2. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation.

Payment for Sawcutting and Removal of Existing Concrete Sidewalk shall be paid for at the contract unit price per Square Foot (SF) and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 2 - Sawcut and Remove Existing Concrete Curb and Gutter

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete curb and gutter, one-foot wide strip of AC pavement for forming and sub-grade compaction. Removal of concrete curb and gutter as shown on the Contract Drawings, shall conform to Subsection 300-1.3.2 (c) of the Standard Specifications for Public Works Construction. This item shall also include removal and disposal of unsuitable subgrade soil excavated for placement of gravel base. All boundaries limits will be approved by the Engineer prior to sawcutting. The Contractor shall exercise care in removing existing concrete so as not to damage adjoining areas which are to remain in place and any damage so caused shall be replaced by the Contractor at his own expense.

Actual limit of concrete removal shall extend to nearest score mark or joint, if nearest score mark or joint is within 3' limit of removal. Residual from any saw-cutting shall be removed by vacuum. The downstream drain inlet shall be protected. In no case shall the residual be allowed to enter the storm drain system.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete curb and gutter is constructed. The exact location of curb and gutter removal shall be approved by the City Engineer in the field. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete curb and gutter shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

This item shall include removal and disposal of unsuitable subgrade soil excavated for gravel base, root pruning and/or tree root removal of the sections adjacent and underneath curb and gutter in order to bring new curb and gutter to final finish grade. Full compensation for root pruning and tree root removal shall be included in the unit price of sidewalk and no further compensation shall be made.

It is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pullboxes,

utility boxes, and etc. in place per section 300-1.2. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation.

Payment for Sawcutting and Removal of Existing Concrete Curb and Gutter shall be paid for at the contract unit price per Linear Foot (LF) and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Removal of one-foot (1') wide strip of AC pavement adjacent to the edge of gutter for the placement of a new curb and gutter is included in this removal bid item and no additional compensation will be allowed.

Bid Item No. 3 – Sawcut and Remove Existing Concrete Driveway Approach

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete driveway approach, adjacent curb and gutter, sidewalk, one-foot wide strip of AC pavement for forming and related work for the construction of a new driveway. Removal of concrete driveway approach as shown on the plans and directed by City Engineer in conformance to Subsection 300-1.3.2 (b and c) of the Standard Specifications for Public Works Construction and the rules outlined herein about endeavoring to maintain operational access of a driveway.

This item shall also include removal and disposal of unsuitable subgrade soil excavated for placement of concrete pavement. All boundaries limits will be approved by the Engineer prior to saw-cutting. The Contractor shall exercise care in removing existing concrete so as not to damage adjoining areas which are to remain in place and any damage so caused shall be replaced by the Contractor at his own expense.

Actual limit of concrete removal shall extend to nearest score mark or joint, if nearest score mark or joint is within 3' limit of removal. Residual from any saw-cutting shall be removed by vacuum. The downstream drain inlet shall be protected. In no case shall the residual be allowed to enter the storm drain system.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete Driveway is constructed. The exact location of driveway approach removal shall be approved by the City Engineer in the field. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete Driveway Approach shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

This item shall include removal and disposal of unsuitable subgrade soil excavated for concrete placement, root pruning and/or tree root removal of the sections adjacent and underneath driveway approach in order to bring new driveway approach to final finish grade. Full compensation for root pruning and tree root removal shall be included in the unit price of sidewalk and no further compensation shall be made.

It is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pullboxes, utility boxes, and etc. in place per section 300-1.2. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation.

Payment for Sawcutting and Removal of Existing Concrete Driveway Approach (or portion thereof) shall be paid for at the contract unit price per Square Foot (SF) and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Removal of one-foot (1') wide strip of AC pavement adjacent to the edge of driveway approach for placement of driveway approach is included in this removal bid item and no additional compensation will be allowed.

Bid Item No. 4 – Sawcut and Remove Existing Concrete Curb Ramp

This Bid Item shall include all labor, material and equipment required to remove existing concrete curb ramp, adjacent sidewalk, curb and/or gutter or paving, planting area, base, subgrade and all existing improvements that may affect a new curb ramp, and haul away to provide clear area for construction of new curb ramp. Removal of PCC curb ramp as shown on the construction plans shall conform to Subsection 300-1.3.2 (b and c) of the Standard Specifications for Public Works Construction.

This item shall also include removal and disposal of unsuitable subgrade soil excavated for the placement of a new curb ramp. All boundaries limits will be approved by the Engineer prior to saw-cutting. The Contractor shall exercise care in removing existing concrete so as not to damage adjoining areas which are to remain in place and any damage so caused shall be replaced by the Contractor at his own expense.

Actual limit of concrete removal shall extend to nearest score mark or joint, if nearest score mark or joint is within 3' limit of removal. Residual from any saw-cutting shall be

removed by vacuum. The downstream drain inlet shall be protected. In no case shall the residual be allowed to enter the storm drain system.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete Curb Ramp is constructed. The exact location of curb ramp removal shall be approved by the City Engineer in the field. Generally sawcuts shall be on existing joints or score mark. Existing curb ramps, including adjacent curb and gutter shall be saw-cut and removed to the limits of the existing curb ramp or the limits of the new curb ramp whichever is greater.

Contractor shall mark all saw-cut lines and obtain City approval for saw-cutting prior to any saw-cutting, and sawcut and remove the asphalt concrete pavement parallel to the centerline of the roadway for the length of curb ramp and gutter section including a minimum one-foot (1') of width adjacent to the edge of gutter for forming the curb ramp and gutter.

All necessary sawcutting of existing concrete Curb Ramp or any existing improvements shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

This item shall also include removal and disposal of unsuitable subgrade soil excavated for concrete curb ramp, root pruning and/or tree root removal of the sections adjacent and underneath curb ramp in order to bring new curb ramp to final finish grade. Full compensation for root pruning and tree root removal shall be included in the unit price of curb ramp and no further compensation shall be made.

It is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per section 300-1.2. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation.

Payment for Sawcutting and Removal of Existing Concrete Curb Ramp (or portion thereof) shall be paid for at the contract unit price per Each (EA) and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Removal of one-foot (1') wide strip of AC pavement or concrete gutter spandrel adjacent to the curb ramp for the construction of a new curb ramp is included in this bid item and no additional compensation will be allowed.

Bid Item No. 5- Sawcut and Remove Existing Concrete Alley Intersection

This Bid Item shall include all labor, material and equipment required to remove existing concrete Alley intersection. Removal of concrete Alley intersection as shown on the construction plans shall conform to Subsection 300-1.3.2 (b and c) of the Standard Specifications for Public Works Construction. This item shall also include removal and disposal of unsuitable subgrade soil excavated for the placement concrete Alley intersection. The Contractor shall verify limits of the boundaries of Alley intersection, sidewalk, curb and gutter, driveway and cross gutter required for removal to obtain the correct grades needed for the installation of new Alley Intersection improvements. All boundaries limits shall be approved by the Engineer prior to saw-cutting. The Contractor shall exercise care in removing existing concrete so as not to damage adjoining areas which are to remain in place and any damage so caused shall be replaced by the Contractor at his own expense.

The minimum pavement removal at the Alley shall include removal of one-foot (1') wide strip of AC pavement for forming and related subgrade compaction for a new Alley construction. Asphalt concrete pavement shall be saw cut, removed unless otherwise directed by the Engineer. The pavement edge shall be kept reasonable straight and vertical, and shall be performed in such a manner that the remaining pavement is undisturbed and undamaged. Edges shall be constructed parallel or at right angles to the direction of traffic flow.

Concrete shall be removed to the extents of proposed limits. Concrete shall be cut to a true line to a minimum depth of one and one-half inches (1-1/2") with a power driven abrasive type saw. Actual limit of concrete removal shall extend to nearest score mark or joint, if nearest score mark or joint is within 3' limit of removal. Residual from any saw-cutting shall be removed by vacuum. In no case shall the residual be allowed to enter the storm drain system. Removed materials shall be disposed by the Contractor outside of the road right-of-way and private property when excavated. All specified cleanup shall be the responsibility of the Contractor.

Payment and full compensation for furnishing all labor, materials, tools and equipment, doing for all Removal shall be considered as included in the prices paid at the contract unit price per **Square Foot (SF)** for the work involved as specified, and include for the cost of all clearing, grading, shaping, compacting and/or consolidating or other work that is required under this subsection. Order of work shall conform to the provisions in Section 300-1.3, "Removal and Disposal of Materials" of the Standard Specifications for Public Works Construction and these Specifications.

Removal of one-foot (1') wide strip of AC pavement at the Alley for the construction of a new Alley intersection is included in this bid item, and no additional compensation will be allowed.

Bid Item No. 6 – Sawcut and Remove Existing Concrete Curb

This Bid Item shall include all labor, material and equipment required to remove existing concrete curb, planting area, base, sub-base, native and all existing improvements and haul away to provide clear area for construction of new concrete curb and gutter. Removal of concrete curb as shown on the Contract Drawings shall conform to Subsection 300-1.3.2 (b and c) of the Standard Specifications for Public Works Construction.

This bid item of work also include sawcut, removal and disposal of existing AC pavement including one-foot (1') wide strip of asphalt concrete pavement for the placement of new curb and gutter as shown on the plans. No additional compensation will be allowed therefor.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt concrete. A clean sawcut edge shall be maintained until new concrete curb is constructed.

All necessary sawcutting of existing concrete Curb or any existing improvements shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

This item shall include removal and disposal of unsuitable subgrade soil excavated for the placement of a new curb and gutter, root pruning and/or tree root removal of the sections adjacent and underneath street pavement in order to bring new AC pavement to finish grade. Full compensation for root pruning and tree root removal shall be included in the unit price of concrete curb and no further compensation shall be made.

It is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, utility boxes, and etc. in place per section 300-1.2. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation.

Payment for Sawcutting and Removal of Existing Concrete Curb shall be paid for at the contract unit price per Linear Foot (LF) and includes furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place. No additional compensation will be allowed therefor.

Bid Item No. 7 – Prune Tree Roots and Install Root Barriers

Work under this section shall include but shall not be limited to, sawcutting, removal, clearing and disposal of tree stumps and roots as shown on project drawings, Standard No. 523-2 of Standard Plans for Public Works Construction, and conform to Subsection

300-1 of the Standard Specifications for Public Works Construction. Contractor shall prune the roots of trees as directed by City Engineer and install root barriers.

Prior to any work on any tree, the contractor shall provide a Certified Arborist to assure the pruning of tree roots and shall not cause the tree to die or compromising the stability of the tree.

Roots no greater than 2 inches may be cut without approval of City Engineer and licensed arborist or designated representative. If cutting is unavoidable, a clean cut must be made with a sharp saw to sound wood, flush with the trench site. Excavation by hand-digging, hydraulic or pneumatic excavation is only be permitted within the tree pruning zone (TPZ). Heavy equipment may only be used for excavation if stationed outside of the TPZ and is not permitted within the TPZ without approval of the City Engineer and Licensed arborist

These methods are to be considered as alternatives to severing tree roots and is subject to the City Engineer's approval:

- 1. Grinding of a raised walkway of concrete pad
- 2. Ramping a walkway surface over exposed tree roots or lifted slab with flexible paving.
- 3. Routing a new walk way around roots if space allows

Any damage to trees as a result of construction activities must be reported to the City Engineer as soon as possible. It should also be reported to the Public Works Manager to monitor the tree's progress or recovery. Damage to roots and/or limbs must be repaired immediately by the contractor, under the direction of the City Engineer and arborist. If a tree is damaged beyond repair due to construction activities, the contractor is responsible for replacement of tree of similar size, quantity and variety. If a damaged tree cannot be replaced, the contractor is responsible to pay damages to the City.

All the root pruning required to place or replace walks, curbs, curbs and gutters shall be limited to the minimum amount necessary to set forms.

No root shall be removed within five (5) diameters of the tree trunk measured at 4 feet 9 inches above grade without ISA's recommendation and the written permission of the City Engineer.

Any such root removed without the City Engineer's written permission may create a hazardous condition for which the Contractor shall be liable. Should the Contractor create a hazardous condition in the sole judgment of the Engineer, the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3 inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist hired by the Contractor.

Payment for **Prune Tree Roots and Install Root Barrier** shall be made per **EACH (EA)** at the unit price bid in the contract prices bid and shall include full compensation for furnishing all labor, tools, equipment, sawcutting, removal, hauling, properly disposing materials and incidentals necessary to complete the work in accordance with the plans and as specified herein. No adjustment in the contract bid prices will be made therefor.

Bid Item No. 8 - Removal and Disposal of Existing Tree

This item shall include grinding stumps and associated roots to the diameter of the trunk at existing grade and to the depth of 3-foot below existing grade. Grindings shall be removed from this 3-foot hole. The hole shall then be filled with soil and compacted to 90-percent relative compaction.

For trees indicated on the project drawings for removal, the Contractor shall place a visible removal "tag" on these trees prior to removal; City Engineer shall approve the removal of tagged tree within three working days after tagging. Tree shall be removed in a workmanlike manner so as not to injure other standing trees or improvements to be preserved. Contractor shall remove the tree, stump, and all roots larger than 1-1/2 inches in diameter to 36 inches below grade for tree indicated for removal on the drawings. Any water lines to remain shall be protected in place. Hole created from removal of tree stump shall be backfilled and graded to finish level by the end of the workday. All debris from pruning or removing tree shall be cleaned up and hauled away from the work site on the same day that the tree is removed.

Tree removal shall be performed by a Certified Arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The Arborist can be a person in the employment of the Contractor as long as the person has been certified by the Western Chapter of the International Society of Arboriculture. The Certified Arborist shall be approved in advance by the Engineer, and all removal shall be done in the presence of the City Engineer.

Payment for Tree Removal shall be made per EACH (EA) at the unit price bid in the contract prices bid and include full compensation for removing, furnishing all labor, tools, equipment, sawcutting, hauling, properly disposing of materials and incidentals for doing all the work involved complete in place. No additional compensation will be allowed therefor.

Bid Item No. 9 – Unclassified Excavation.

Unclassified excavation as shown on the contract drawings and shall conform to Subsection 300-2.1 of the Standard Specifications for Public Works Construction.

Unclassified Excavation consists of furnishing transportation, tools, labor, materials, equipment and incidentals for excavation.

This Bid Item shall include all labor, material and equipment required to remove existing base/sub-base/native for construction of the pavement structural section. Removal of base/sub-base/native shall be per Subsection 300-2 of the Standard Specifications for Public Works Construction.

Payment for **Unclassified Excavation** shall be paid for at the contract unit price per **Cubic Yard (CY)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, including excavation, sloping, rounding tops and end of excavations, loading, stockpiling, excavation support systems as required for excavations, and hauling to its final location.

<u>Bid Item No. 10 – Sawcut and Remove Existing AC pavement, Gravel Base and Subgrade</u>

Included herein is a copy of the Soils/Geotechnical Report prepared for project. This Bid Item shall conform to Subsection 300-1.3 of the Standard Specifications and shall include all labor, material and equipment required to include the following items of work:

- A. Sawcutting and removal by excavation of existing asphalt concrete (AC) pavement and underlying materials excavated to a depth required for the placement of a new pavement section as shown on the project drawings. The excavation shall include, but is not limited to, the subgrade native soils. All work shall be completed in accordance with these specifications, the lines and grades, and typical cross-sections shown on the drawings. The underlying materials which are removed from excavations beneath the existing AC pavement shall be inspected by the City Engineer prior to performing over excavation.
- B. Removal of excess soil from milling, excavation, and legally disposed of concrete materials, debris, shrubs, rubbish and excess material.
- C. Maintaining dust control at all times by watering.
- D. Removal and disposal of any additional items not specifically mentioned herein, which may be found within the work limits or are shown on the plans to be removed.
- E. Removal and disposal of unnamed concrete improvements.
- F. Restoration and clean-up of the site.

- G. Providing for traffic control and maintenance of access to the driveways, security and safety including signs, barricades, covers, steel plates and/or chain link fencing as necessary.
- H. Protecting in place of existing water mains, sewers, storm drains, meters, valve covers, walls, fences, curbs, fire hydrant, telephone and power poles, and other existing structures.
- I. Removing and relocating all sprinkler lines, heads, valves, etc. interfering with construction of improvements.
- J. All materials removed shall be lawfully disposed of at a site secured by the Contractor. The Contractor will make effort to recycle excavated and demolition materials. The Contractor shall provide the City Engineer with a letter indicating the final disposition of all excavated and demolition materials from the project within five (5) working days after project completion.
- K. No excavated or demolished materials shall be left in the public right of way overnight.

It is the Contractor's responsibility to do whatever subsurface exploration is required to do a complete bid covering the cost of removal to the grades required.

The Contractor shall prepare the subgrade in accordance with the Specifications and to the satisfaction of the City Engineer, prior to placing a new pavement. This item shall include excavation, backfill, disposal of excess materials and fine grading required to establish the grades shown on the Project Plans.

The subgrade preparation shall conform to **Section 301-1** of the Standard Specifications. Unless otherwise specified, soil in the paved area shall be compacted to a relative compaction of **ninety-five (95) percent** in the top **six (6)** inches of subgrade prior to placement of gavel base and the remainder shall be **ninety (90)** percent by a suitable means of compaction.

Final subgrade elevations shall be confirmed by survey elevations per standard specification.

All existing asphalt concrete (AC) pavement that is to be joined by new construction shall be saw-cut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing improvements to be protected in-place. Any damage done by the Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete or cement concrete to facilitate its removal. Sawcutting shall be accomplished by the use of a power driven

saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until surface course AC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

Payment for Removal of Existing AC Pavement, Gravel Base and Subgrade shall be on a Cubic Yard (CY) and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of unsuitable materials, grade for the base, compaction and no additional compensation will be allowed therefor.

Bid Item No. 11 - Cold Milling Existing Asphalt Concrete (AC) Pavement (1" depth)

Cold milling shall conform to the provisions of Section 302-1 of the SSPWC. The Contractor shall cold mill existing AC pavement as dimensioned and as otherwise designated on the plans as modified by City Engineer recommendations following the additional coring. Cold milling shall remove and dispose existing AC pavement to provide an overlay key at joins and over the width of the cold milled area. Additional depths of cold milling may be required as determined by the City Engineer. The surface of pavement after cold milling shall be uniformly rough grooved or ridged as directed by the City Engineer. The grade shall not deviate from a suitable straight edge by more than 1/8" at any point.

The Contractor shall be aware of existing concrete pavement and concrete gutters that may exist below the existing pavement. The Contractor is responsible for determining the location and pavement existing thickness prior to cold milling. The Contractor shall use a cold milling machine with a smaller cutting head to remove all material not removed by the larger cold milling machine to the limits shown on the typical detail.

Where transverse joints are planed in the pavement at conform lines, no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered not greater than one-inch (1") vertical in twelve inches (12") horizontal.

During the cold milling operation, the Contractor shall sweep the street with mechanical broom equipment and remove all loosened material from milled areas. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with recycled water (if available) or other means as necessary.

Planed pavement shall not remain exposed to traffic for more than **five (5) working** days in advance of the placement of asphalt concrete paving materials, and it shall be

the responsibility of the Contractor to schedule planning (Milling) and paving operations to meet this requirement.

All materials to be removed shall be disposed of at a legal site as specified in subsection 300-1.3.1 of SSPWC and reported to the City.

Payment for Cold Mill Existing Asphalt Concrete (AC) Pavement shall be made on a Square Foot (SF) unit price basis, and shall be considered full compensation for complying with the above requirements and considered as included in the contract unit price. Furnishing of labor, materials, equipment, removal, hauling, properly disposing, protection of facilities and restoration to complete the construction are considered as included in the price, and no additional compensation will be allowed therefor.

Bid Item No. 12 - Construct Concrete Sidewalk (4" or 6" thick per plan)

This Bid Item shall include all labor, material and equipment required to place concrete sidewalk for the project. Concrete sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete sidewalk shall be a minimum 4" thick over native soil compacted to a minimum of 95 % relative compaction per the Standard Plans for Public Works Construction 112-2. The sidewalk at the prolongation of driveway approach shall be a minimum of 6-inch thick over the compacted native soil.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans or as ordered by the City Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

The curing of Portland cement concrete pavement shall conform to the provisions of Section 303-1.10 and 303.5.6 of the Standard Specifications for Public Works Construction. The application of the sealing compound shall be in accordance with the requirements of Section 90-7.01B of the State Standard Specifications.

Payment for concrete sidewalk shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for **Construction of Concrete Sidewalk**, shall be paid on a **Square Foot (SF)** contract unit price and include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, curing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 13 - Construct Concrete Curb and Gutter Type A2-6(150) Bid Item No. 14 - Construct Concrete Curb Type A1-8(200)

This Bid Item shall include all labor, material and equipment required to place concrete curb or curb and gutter, and a full depth of asphalt concrete pavement at a section excavated for placement of a new curb or curb and gutter. Concrete curb or curb and gutter shall conform to the provisions of Section 303-5 of the SSPWC, SPPWC and project drawings made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Curb and gutter shall be constructed over 5" crushed miscellaneous base (CMB) compacted to a relative compaction of ninety-five (95) percent.

The subgrade preparation shall conform to Section 301-1 of the Standard Specifications. Unless otherwise specified, soil in subgrade shall be compacted to a relative compaction of ninety-five (95) percent in the top six (6) inches of subgrade.

Concrete curb or curb and gutter shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. Existing curb or curb and gutter to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

The curing of Portland cement concrete pavement shall conform to the provisions of Section 303-1.10 and 303.5.6 of the Standard Specifications for Public Works Construction. The application of the sealing compound shall be in accordance with the requirements of Section 90-7.01B of the State Standard Specifications.

Payment for Construction of Concrete Curb or Curb and Gutter shall be paid for at the contract unit price per Linear Foot (LF) and include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, curing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Compensation for crushed miscellaneous base (CMB) to be placed underneath curb and gutter and pavement strip shall be paid under a separate Bid Item 19.

Bid Item No. 15 - Construct Concrete Driveway Approach

This Bid Item shall include all labor, material and equipment required to construct concrete driveway approach, and a full depth of asphalt concrete pavement at a section excavated for placement of a new driveway approach. Concrete driveway approach shall conform to the provisions of Section 201-1 of the Standard Specifications for Public Works Construction and shall be placed in accordance with Section 303-5 of the Standard Specifications for Public Works Construction. Concrete driveway approach

shall be 6" thick over the native soil compacted to a minimum of 95 % relative compaction per SPPWC.

Convenient access to driveways, houses along the line of the work shall be maintained and temporary access or steel plate to crossings or intersecting the street shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access temporarily in use shall not be closed until the replacement access facilities are usable.

Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction.

Concrete driveway approach shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. Existing approach to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

The curing of Portland cement concrete pavement shall conform to the provisions of Section 303-1.10 and 303.5.6 of the Standard Specifications for Public Works Construction. The application of the sealing compound shall be in accordance with the requirements of Section 90-7.01B of the State Standard Specifications. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for Construction of Concrete Driveway Approach shall be paid for at the contract unit price per Square Foot (SF) and include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, curing, steel plate to provide a temporary access, and incidentals for doing all the work involved complete in place, and no additional compensation will be allowed therefor.

Bid Item No. 16 - Construct Concrete Curb Ramp

This Bid Item shall include all labor, material and equipment required to place concrete curb ramp and a full depth of asphalt concrete pavement at a section excavated for placement of a new curb ramp including adjacent sidewalk, curb and gutter, planting area, base, sub-base, and adjacent AC work complete in place for the project. Concrete curb ramp shall conform to the provisions of Section 201-1 of the Standard Specifications for Public Works Construction and shall be placed in accordance with Section 303-5 of the Standard Specifications for Public Works Construction.

Concrete curb ramp shall be constructed per Standard Plan 111-5 of SPPWC and case and type as shown on the project drawings and per City Engineer's direction. Concrete

shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Contractor shall construct four-inch (4") thick PCC curb ramp over the native soil compacted to a minimum of 95 % relative compaction. This item includes construction of adjacent curb, gutter and sidewalk for the placement of a new curb ramp in accordance with Sections 303-5 of the Standard Specifications for Public Works Construction and these Specifications.

Concrete curb ramp shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. Existing surfaces to join shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

The new curb ramp to join the existing concrete cross gutter shall be doweled with No. 5 bars of 18-inch in length to existing gutter spandrel on grade. The contractor shall drill holes on the edge of concrete spandrel with 12" spacing on center and install High Strength Epoxy Tie Adhesive bars in the holes.

Truncated, detectable warning surface shall be yellow and 4' wide and 3' long minimum. A sample of material shall be approved by the City Engineer prior to installation. Provision and installation of truncated detectable warning surface is a part of curb ramp construction and no further compensation will be allowed.

The curing of Portland cement concrete pavement shall conform to the provisions of Section 303-1.10 and 303.5.6 of the Standard Specifications for Public Works Construction. The application of the sealing compound shall be in accordance with the requirements of Section 90-7.01B of the State Standard Specifications.

During construction of curb ramp, convenient temporary approaches to crossings or intersecting the street shall be provided and kept in good condition. The temporary access shall not be closed until the replacement curb ramp are usable.

Payment for Construction of Concrete Curb Ramp shall be paid for at the contract unit price per Each (EA), and shall include full compensation for furnishing all labor, materials, tools, equipment, truncated detectable warning surface, backfilling, grading, compacting, forming, pouring, finishing, curing, hauling, proper disposing, temporary ramp and incidentals for doing all the work involved complete in place, and no additional compensation will be allowed.

Bid Item No. 17 – Construct Concrete Alley Intersection

This Bid Item shall include all labor, material and equipment required to construct new Concrete Alley intersection, and a full depth of asphalt concrete pavement at a section excavated for placement of a new alley intersection. Concrete Alley intersection shall conform to the provisions of Section 201-1 and Section 303-5 of the Standard Specifications for Public Works Construction. Concrete Alley intersection shall be 6-inch

in thickness over the compacted CMB to a minimum of 95 percent relative compaction and shall be constructed per Standard drawing 130-2 of SPPWC.

The work shall consist of construction of a new 6-inches thick pavement of Portland cement concrete over compacted crushed miscellaneous base (CMB) to a depth of 6 inches at the subgrade compacted to a minimum of 95% relative compaction.

Convenient access to a driveway along the line of the work shall be maintained by installing a temporary access or placing a steel plate to crossings or intersecting the street. A temporary access shall be provided and kept in good condition until the access replacement and alley intersection are completed in use.

Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction and be constructed to the line, grades and design shown on the plans or as directed by the City Engineer. Existing Alley to join shall be sawcut on a neat, straight line at the join location.

The curing of Portland cement concrete pavement shall conform to the provisions of Section 303-1.10 and 303.5.6 of the Standard Specifications for Public Works Construction. The application of the sealing compound shall be in accordance with the requirements of Section 90-7.01B of the State Standard Specifications.

The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for construct Concrete Alley intersection shall be paid for at the contract unit price per Square Foot (SF) and include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, curing, hauling, proper disposing, steel plate to provide a temporary access and incidentals for doing all the work involved complete in place, and no additional compensation will be allowed therefor.

Payment for concrete curb and gutter shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction. Crushed Miscellaneous Base (CMB) to be placed underneath alley intersection shall be paid under a separate Bid Item No 19.

Bid Item No. 18 – Removal of AC Pavement and Construct Concrete Valley Gutter with Parkway U channel (6 ft. wide)

The work shall consist of removal of existing asphalt concrete and unsuitable material, construction of a new 8-inches thick concrete valley gutter, and crushed miscellaneous base (CMB) to a depth of 6 inches compacted to a minimum of 95% relative compaction.

This Bid Item shall include all labor, material and equipment required to construct 6 foot wide PCC valley gutter and parkway U channel per detail drawing on the plans. Concrete valley gutter and parkway U channel shall conform to the provisions of Section 201-1 and Section 303-5 of the Standard Specifications for Public Works Construction and these specifications. The PCC concrete over the compacted CMB to a minimum of 95 percent relative compaction shall be constructed per Standard drawing 122-2 of SPPWC and the modified details on the project drawings.

Compaction of all materials shall be performed in a manner that shall not crack, crush, and/or cause damage to the existing waterline from the established grade and/or alignment of valley gutter. For compaction over the existing waterline, the contractor shall place and compact materials in continuous layers not exceeding 6 inches in compacted depth using standard compaction equipment. No Hydra-Hammers shall be used over top of existing pipe.

Convenient access to a driveway along the line of the work shall be maintained by preparing a temporary access or placing a steel plate to crossings or intersecting the street. A temporary access shall be provided and kept in good condition until the access replacement and alley intersection are completed in use.

Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction and be constructed to the line, grades and design shown on the plans or as directed by the City Engineer.

The curing of Portland cement concrete pavement shall conform to the provisions of Section 303-1.10 and 303.5.6 of the Standard Specifications for Public Works Construction. The application of the sealing compound shall be in accordance with the requirements of Section 90-7.01B of the State Standard Specifications.

The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for Removal of AC pavement and Construction of Concrete Valley Gutter with Parkway U Channel shall be paid for at the contract unit price per Square Foot (SF) and include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, curing, hauling, proper disposing, steel plate to provide a temporary access and incidentals for doing all the work involved complete in place, and no additional compensation will be allowed therefor.

Payment for concrete valley gutter and parkway U channel shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction. Crushed Miscellaneous Base (CMB) to be placed underneath alley intersection shall be paid under a separate Bid Item No 19.

Bid Item No. 19 – Provide and Place Crushed Miscellaneous Base (CMB)

Crushed Miscellaneous Base (CMB) shall be certified in conformance with the requirements specified in Section 200-2.4 for untreated base material of the Standard Specifications and shall be placed and compacted per plans and specifications and per Section 301 of Standard Specifications for Public Works Construction.

The gravel base shall be compacted to a minim 95 percent relative compaction. All pavement section within the project site shall be conducted as shown on the plan, these specifications and or directed by the City Engineer.

Payment for the Placement of Crushed Miscellaneous Base (CMB) shall be paid for at the contract unit price per Ton (TON), shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, finishing, hauling, disposing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 20 - Construct Asphalt Concrete (AC) Pavement

The work in this section shall include all labor, materials, and equipment required to complete all asphalt concrete paving work as following.

• C2 (PG 64-10) – 2.0 inches or 4.0 inches in depth as indicated on the plans.

This bid item includes the placement of asphalt concrete (AC) overlay to a minimum depth of 2 inches over the milled pavement and asphalt concrete (AC) pavement to a depth of 4 inches over the 5 inches thick CMB compacted to a minimum of 95 % relative compaction as shown on the project plans.

Work shall conform to Sections 203-6 and 203-11 of the Standard Specifications for Public Works Construction., these Specifications and as directed by the Engineer.

The Contractor shall submit to the City Engineer a written Construction Plan for the project that include; street sweeping equipment, paving equipment and speed, and finish roller type, and number of passes required, amplitude and period of roller vibration (if used) and truck haul route.

Pneumatic rollers shall not be used. Placement of asphalt concrete shall be installed with a 3 or 5-ton tandem roller. Either vibratory or static will be determined by the City Engineer.

All asphalt concrete work shall be performed in accordance with Subsection 302-5 "Asphalt Concrete Pavement" and Section 302-9 the Standard Specifications for Public Works Construction and these Specifications.

Prior to the placement of asphalt concrete, contractor shall clean up milled surface by sweeping or washing before any overlay pavement take place. Otherwise the dirt and dust will decrease the bond between the new overlay and the existing pavement. When

sweeping, more than one pass is needed to remove all the dirt and dust. If the milled surface is washed, the pavement must be allowed to dry prior to pavement. All debris, dirt, and gravel from the surface should be removed and a **tack coat of grade SS-1H** emulsified asphalt conforming to the provision in Subsection 203-3 "Emulsified Asphalt" of the Standard Specifications of Public Works Construction shall be uniformly applied to all existing pavement surfaces and contact surface edges.

A Certificate of Compliance shall be required from the supplier of the asphalt concrete and delivered to the Engineer not less than Ten (10) working days prior to any scheduled asphalt concrete work. Asphalt concrete shall be placed, compacted to 95% relative density.

The field density of compacted Asphalt Concrete (AC) pavement shall be determined by a nuclear asphalt testing device, tested and calibrated in conformance with California Test 375, in the field designed to measure the density of pavement of the thickness being constructed. All test sections (and any such areas where cores are taken for calibration) shall have compactions consistently in excess of 95% based on the nuclear gauge.

Mix designs submitted for review shall have been performed within Fifteen (15) days from Award of Contract. At the beginning of the paving operation, Contractor shall cooperate with City Engineer and establish a rolling pattern to obtain acceptable density in the compacted asphalt concrete surface. Once the rolling pattern is established, Contractor shall follow this pattern unless otherwise directed by the Engineer:

• Tack Coat (Asphalt Emulsion Binder)

Asphalt emulsion binder shall comply with Section 302-5.4, "Tack Coat, of Standard Specification for Public Works Construction and these Specifications, and as directed by the Engineer.

When asphalt concrete is placed in contact with existing asphalt concrete, the surface shall be completely dry of water, clean of dirt and debris, and a tack coat of asphaltic emulsion shall be applied to insure proper bond. Asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, and gutters, and construction joints against which asphalt concrete material is to be placed, to pavement to be surfaced and to other surfaces designated in the specifications or as directed by the City Engineer.

The overlay shall not be placed until the binder has cured to the point where it is tacky to the touch and as directed by the Engineer. Asphalt emulsion binder shall be applied so far in advance of placing the surfacing as permitted by the City Engineer. Immediately in advance of placing the overlay, additional asphalt emulsion binder shall be applied as directed by the Engineer to areas where the asphalt emulsion binder has been damaged, and loose or extraneous material shall be removed, and additional compensation will be not be allowed.

The area to which asphalt emulsion binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of the construction.

A tack coat shall be applied to all concrete or gutter surfaces that will be in contact with the asphalt surfacing. The tack coat shall consist of PG-64-16 paving asphalt. It shall be furnished and applied in accordance with the requirements of Section 203, and 302-5 of the SSPWC.

Apply tack coat at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joins of AC patching and PCC surfaces and edges against which AC is to be placed. The surface to be covered shall be thoroughly cleaned of all dirt and loose materials prior to application of the asphalt binder.

Payment for Asphalt Concrete Pavement will be measured by the Ton (<u>TON)</u>, actually placed accompanied by weight certificates which shall be furnished by the Contractor to the Engineer at the job site upon delivery of the material. Certificates shall be a legible copy of a licensed weigh master's certificate showing gross tare, and net weight of each truckload of asphalt concrete. Measurement shall conform to Section 9-1 of Standard Specifications of Public Works Construction.

The contract unit price paid for "Asphalt Concrete Pavement", shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing asphalt concrete overlay complete in place as shown on the project plans found and as specified in these specifications.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the specifications of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

Payment for asphalt emulsion binder (Tack Coat) and preparation for overlay shall be included in the contract unit price paid for Asphalt concrete payement.

Bid Item No. 21 - Remove and Reconstruct Concrete Cross Gutter

This Bid Item shall include all labor, material and equipment required to remove and reconstruct concrete cross gutter including curb and gutter, gravel base, sub-base, and adjacent AC work to complete in place for the project. Concrete cross gutter shall conform to the provisions of Section 201-1 of the Standard Specifications for Public

Works Construction and shall be placed in accordance with Section 303-5 of the Standard Specifications for Public Works Construction.

Concrete cross gutter shall be constructed per project drawings and Standard Plan 122-2 of SPPWC and City Engineer's direction. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction.

Concrete cross gutter shall be eight-inch (8") in thickness and constructed over CMB compacted to a minimum of 95 % relative compaction. This item includes construction of adjacent curb, and gutter for the placement of a new cross gutter in accordance with Sections 303-5 of the Standard Specifications for Public Works Construction, City Engineer's direction and these Specifications.

Concrete cross gutter shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. Existing surfaces to join shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

The curing of Portland cement concrete pavement shall conform to the provisions of Section 303-1.10 and 303.5.6 of the Standard Specifications for Public Works Construction. The application of the sealing compound shall be in accordance with the requirements of Section 90-7.01B of the State Standard Specifications.

Payment for Removal and Reconstruction of Concrete cross gutter shall be paid for at the contract unit price per Square Foot (SF), and shall include full compensation for furnishing all labor, materials, tools, equipment for removal and reconstruction, backfilling, grading, compacting, forming, pouring, finishing, curing, hauling, proper disposing, temporary ramp and incidentals for doing all the work involved complete in place, and no additional compensation will be allowed.

Payment shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction. Crushed Miscellaneous Base (CMB) to be placed underneath concrete cross gutter shall be paid under a separate Bid Item No 19.

Bid Item No. 22 - Construct Detectable Warning Surface (D.W.S.)

This Bid Item shall include all labor, material and equipment required to construct detectable warning surface on existing curb ramp complete in place for the project. The work shall be performed per Standard Plans for Public Works Construction, Standard Plan 111-5.

Detectable warning surface shall be constructed to the line, grades and design shown on the plans or as directed by the City Engineer. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Truncated, detectable warning surface shall be yellow and 4' wide and 3' long minimum. A sample of material shall be approved by the City Engineer prior to installation.

The manufacturer shall provide a written 5-year warranty, to be submitted to the City, for prefabricated DWS, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or detachment. The warranty period shall begin upon acceptance of the construction project by the City.

Truncated domes shall be "Cast in Place Tactile/Detectable Warning Surface Title" panels made of vitrified polymer composite construction, embedded type, manufactured by Armor Title Tactile Systems, Buffalo, New York, or approved equal.

The orientation of the dome pattern for all panels shall be parallel with the panel edges. Truncated dome panels shall be manufactured and installed in accordance with Manufacturer's Material Specifications and "Cast in Place Tactile/Detectable Warning Surface Tile." Shop drawings and color sample for the truncated dome panels shall be provided to the City for approval. Truncated dome panels shall not be installed prior to City approval of the shop drawings and color sample. Color shall be yellow.

Payment for Construction of Detectable Warning Surface on Existing Curb Ramp shall be paid for at the contract unit price per Each (A), and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 23 – Construct Colored Stamped Concrete (4" Thick)

Construct colored stamped concrete in conformance with the provisions of Sections 303-6 and 303-7 of the Standard Specifications for Public Works Construction, and the Street Improvement Plans made part of these specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction.

Colored stamped concrete shall be constructed to the line, grades and design shown on the plans or as ordered by the Engineer. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

The color shall be applied by method A (or shake) per section 303-7 of the Standard Specifications for Public Works Construction. The pattern shall be approved by the City Engineer through inspecting of the stamp tool.

Payment for Construction of Colored Stamped Concrete shall be paid for at the contract unit price per Square Foot (SF), and shall include full compensation for furnishing all labor, materials, tools, equipment, grading, compacting, forming, pouring,

finishing, hauling, disposing, backfilling, and incidentals and for doing all the work involved, complete in place and no additional compensation will be allowed therefor.

<u>Bid Item No. 24 – Construct Curb Opening French Drain, Catch Basin Manhole Frame and Cover</u>

This Bid Item shall include all labor, equipment and materials required to construct curb drain opening French drain, catch basin manhole frame and cover for the project. curb drain opening French drain, catch basin manhole frame and cover shall conform to the provisions of sections 200-1 and 201-1 of the standard specifications for public works construction and shall be placed in accordance with Sections 300-8, 303-1 and 305-1 of the Standard Specifications for Public Works Construction. Curb drain opening French drain, catch basin manhole frame and cover shall be constructed as shown on the construction plans or per project manager's instruction.

Payment for Construct Curb Opening French Drain, Catch Basin Manhole Frame and Cover shall be paid for at the contract unit price per Each (EA), and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

<u>Bid Item No. 25 – Adjust Existing Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade</u>

This Bid Item shall include all labor, equipment and materials to adjust existing sewer/storm drain/utility manholes/vault covers within the project limits to match finished grade if required. The work shall be performed in accordance with the provisions of Subsection 301-1.6 and Subsection 302-5.8 of the Standard Specifications for Public Works Construction and per Standard Plans for Public Works Construction.

All existing covers that can be lowered and raised shall be lowered **prior** to cold milling and adjusted to finished grade by the Contractor or by the Utility Owner for the Contractor. For utility frames and covers under the jurisdiction of Verizon, AT&T, Edison, Los Angeles County Flood Control District, Los Angeles County Sanitation Districts, and County Sewer Maintenance Districts, the Contractor shall contact these organizations to arrange for adjustment of their respective facilities a minimum of two (2) working days <u>prior</u> to cold milling/paving operations in accordance with Section 301-1.6 of the Standard Specifications.

The adjustment of existing manholes to finished grade shall be performed after finish paving. The removal or addition of grade rings shall be required to facilitate adjustment. Frame and covers shall be thoroughly cleaned and reset to finished grade by cutting pavement one foot outside the limits of the frame and cover. Said cut shall be neat and uniform.

Payment for Adjustment Storm Drain/Sewer/Utility Manhole Frames and Covers to Finished Grade shall be paid for at the contract unit price per Each (EA) and shall be considered full compensation for labor and furnishing and placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction is considered as included in the price paid, and no additional compensation will be allowed therefor. Where the manhole frame and cover is performed by the utility owner, no compensation will be made to Contractor.

Bid Item No. 26 - Adjust Existing Water Valve Can and Cover to Finished Grade

Adjusting of water valve can and cover shall be in accordance with Section 301-1.6 of the Standard Specifications. The Contractor is to contact the water utility and determine if the utility wants the Contractor to lower and raise the water valves sleeves and covers or the water utility will do so on its own. In the latter case the Contractor will not be paid for this work.

All existing water utility covers that can be lowered and raised shall be lowered <u>prior</u> to cold milling and adjusted to finished grade by the Contractor or the Utility Owner. The Contractor shall contact the utility or substructure owner organizations to arrange for adjustment of their respective facilities a minimum of two (2) working days <u>prior</u> to paving operations in accordance with **Section 301-1.6** of the Standard Specifications. Adjustment of existing water valve sleeves shall also be performed after finish paving and covers are to be painted should the Utility Owner want the cover to be painted. The Utility Owner will let the City know what color is to be used.

Payment for Adjustment of Water Valve Cans and Covers to Finished Grade shall be based on Each (EA) Unit Price basis and shall be considered full compensation of all costs associated with their adjustment including labor, materials, equipment, tools, traffic control and incidentals for doing all the work involved complete in place.

<u>Bid Item No. 27 – Adjust Existing Water Meter Box, Pull Box and Cover to Finished Grade</u>

Meter boxes and pull boxes shall be either precast reinforced concrete or of fiber construction and shall conform to the provision in the purveyor's Standard Specifications. Existing boxes in good condition may be reused if not disturbed as approved by the City Engineer and/or the owner. Broken covers and those not conforming to the above or the requirements on the plans shall be replaced. Existing boxes not reused or noted for future use shall be removed and salvaged and the area of removal repaired in kind with the surrounding area, but at a minimum to the minimum standards for the said material used.

The Contractor shall coordinate his work and provide notification, as necessary, to allow for replacement or relocation of utility facilities where such work is to be performed by the utility company.

Pull box lid and cover, water meter box and cover, and survey monument frame and cover within the area to be paved or graded shall be set to finish grade by the Contractor as required by the Plan and Specifications.

Payment for Adjustment of Water Meter Box and Cover to Finished Grade shall be paid for at the contract unit price per Each (EA) Unit Price basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved complete in place.

<u>Bid Item No. 28 – Traffic Striping, Marking, Curb Painting, House Address, and Signs</u>

Before removal of AC surface, the Contractor shall video the surface markings, striping, house addresses, red curb etc. so as to be able to restore them when striping/marking of new pavement.

Traffic stripes, pavement markings of arrows, symbols, numbers and words, shall conform to the California Department of Transportation Standard Specifications: Section 84-3 Painted Traffic Stripes and Pavement Markings, current edition.

Raised pavement markers shall conform to the California Department of Transportation Standard Specifications Section 85, current edition, and shall be of type as called for on the plans.

Traffic signs shall conform to the California Department of Transportation Standard Specifications: Section 56-2 Roadside Signs, current edition and California MUTCD current edition. The existing signs shall remain protected in place.

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the City Engineer.

Painted and raised pavement marker removal shall conform to Section 15 of the CALTRANS Standard Specifications, current edition. All striping and/or red/blue curb designated or required to be removed shall be removed by a method approved by the City Engineer. All residue remaining as a part of the removal operations shall be removed from the site.

Layout shall be approved, in writing, by the City Engineer prior to painting.

Markings, as used in these Specifications, include both lines and miscellaneous markings applied to the pavement surface, painting of red and blue curb and the installation of raised pavement markers. Materials and installation for painted and raised pavement marking shall conform to Sections 84 and 85 of CALTRANS Standard

Specifications, current edition. See City of Lynwood notes regarding painting only, use of City forms and restriping at all intersections.

Existing paint removal shall conform to Section 15 of the CALTRANS Standard Specifications, current edition. All residue remaining as a part of the removal operations shall be immediately removed from the site.

The Contractor shall provide cat tracking for the centerline and lane lines the same day, following paving operations. Reflectorized "slurry tabs" may be used in lieu of painted cat tracking.

For house addresses, the contractor repaint existing residential house addresses deleted due to reconstruction of curb and gutters in project streets. The color of paint shall be white field with numbers in black on the new curb in front of each residence. Numbers shall be four (4") inches in height, two and one-half $(2 \frac{1}{2}")$ inches in width with a stroke width of approximately three-fourths (3/4") inch.

The house number shall be centered on a six-inch (6") by sixteen-inch (16") rectangular background for house numbers. There should be a border of two inches (2") all around and city and city logo.

House numbers shall be conventional block design with a vertical axis (not slanted). "Threes (3)" shall be rounded, not flat, on top. "Four (4)" shall be closed at the top. "Nines (9)" shall be inverted sixes (6"). "Ones (1)" shall be vertical line with a line to exceed one-half (1/2") inch.

All paint shall be top-quality fast drying, non-drip street pavement marking paint and shall confirm with Section 210-1.6 and be applied per Section 310-5.6 of Standard Specification for Public Works Construction, these Specifications and City Engineer's direction. Glass spheres (beads) complying with the State of California Standard Specification 8010-21C-22 shall be forcefully applied to the entire area while the paint is still tacky.

Payment for Traffic Striping, Marking, Curb Painting, Signs and House Address shall be a Lump Sum (LS) amount and shall be considered full compensation for video the existing surface paint, furnishing all labor, materials (including adhesives, glass beads, and paint), tools, equipment and incidentals necessary to perform all work, involved in, or appurtenant to the installation of pavement striping, raised reflective pavement markers, painting curbs, grinding-off concrete surface, including removal and installation of traffic signs and posts as indicated, complete in place for the width specified, and pavement markings of arrows, symbols, numbers and words, as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

<u>Bid Item No. 29 – Landscape Improvements of Median Island per Landscape</u> Plans

Clearing and Grubbing, Removal of Existing Paving

Materials to be removed for this work generally consist of existing asphalt paving, base material, and other objectionable material from the Site, as shown on the Civil Engineer's Plans and specifications. Parkway trees, light poles, utilities, and street improvements which are to remain shall be protected by barricades, signs, or other methods as specified or approved by the City Engineer. Equipment, stockpiles, etc. shall not be permitted in any areas that could damage existing trees or improvements. Limits of clearing shall be all areas within the Contract limits, except as otherwise shown. Damage outside these limits caused by Contractor's operations shall be corrected at Contractor's expense. Contractor shall remove from the site and satisfactorily dispose of all asphalt street paving, base material, and miscellaneous other materials not covered under other Sections as shown, specified or otherwise required to permit construction of the work. Contractor shall confirm that existing pressurized water lines are protected, and that any existing water meters in the construction zone are shut off prior to removals.

River Rock Dry Stream/Infiltration Swale

Rock for use in dry stream/infiltration swale areas shall be natural rounded granite river rock gray/tan boulders (10"-30" diameter) and cobble rock (4-8" diameter). Samples or photos of rock shall be approved by City Engineer and Landscape Architect prior to delivery to the site. In addition, 3/4"-1" diameter gravel, washed construction sand, and permeable weed barrier cloth shall be used to create dry stream/swale features. Excavate dry stream features as described on plan, place a 2" layer of sand and one layer of weed barrier cloth under swale, cut to fit and cover with rock and sand so cloth is not visible. Use cobble rock and boulders for a continuous edge treatment and to hold down weed cloth so it cannot be exposed and pulled up. Depress grade toward center of streambed 5%-8%. Locations and positioning of landscape boulders shall be approved by the Landscape Architect prior to final installation. Boulder locations shall be excavated so that when installed and settled, a minimum of one third of the diameter of boulder is below the finished grade for a natural appearance. Dry stream/swale features shall be installed prior to installation of landscape drip line, plants, and mulch. Any damage to street paving, curbs, irrigation equipment, plants, or other improvements resulting from moving and setting boulders shall be repaired to the satisfaction of the City Engineer at the Contractor's expense.

Decomposed Granite Paving

Decomposed granite material shall be granular in texture, contain no clay particles, and natural tan in color. A sample shall be approved by the City Engineer prior to delivery of material to the project site; any material not specifically approved may be rejected and

must be removed from the site and replaced with acceptable material at the Contractor's expense.

Remove existing site soil to a depth of 6" below finish surface, compact native subsoil to a minimum dry density of 90%, and remove rocks, clods, roots, and all undesirable materials. Spread a 2" thick layer of crushed aggregate base evenly over compacted native soil and smooth surface. Lay one layer of permeable weed barrier cloth over the top of crushed aggregate base; cut edges to fit size and shape of pathway and tuck edges inside of plastic edging material. Using two - 2" thick lifts for a total thickness of 4", lay decomposed granite material over crushed aggregate base, smooth and roll or otherwise compact each lift to minimum 90% dry density. Slope or crown finish surface 2% to drain toward adjacent landscape areas. Finish surface to be ½" below top of adjacent curb and 1-½" above adjacent landscape area.

Header board for edging decomposed granite shall be manufactured from recycled plastic material, brown in color, 2" thick x 4" wide, supplied in lengths of at least 10 feet. Headers shall be manufactured with factory-installed thermal slip joints. Stakes for headers shall be pointed 2 inches x 4 inches, at least 18 inches long. Stakes shall be located at splices, corners, and at intervals not to exceed 2 feet and driven slightly below the top of the header. Top of header shall be flush with adjacent finish surface. Splices between sections of header shall be located only where factory-installed thermal slip joints occur. Splices shall be installed per manufacturer's instructions; joints must be allowed to move to accommodate thermal expansion and contraction. Screwing or nailing sections of header together at joints will not be allowed.

Landscape Irrigation

General Requirements: Work in this section includes but is not limited to: Layout and staking of the irrigation system and all connections and components, trenching, laying of pipes and control wires, installation of valves, irrigation drip line, etc., backfill, testing, adjustments, and all components of the water service to be completed, ready for operation, and maintenance of the irrigation system for ninety (90) days.

All local, municipal and state laws, rules and regulations governing any portion of this work shall be made a part of these specifications and their provisions carried out. However, when specifications or drawings describe materials, workmanship or construction of better quality, or larger size, it shall take precedence over the rules and regulations.

Before submitting a bid, each bidder shall carefully examine the irrigation drawings and specifications. Bidder shall visit the site and note all existing conditions and limitations applying to the work and include in the bid a sum sufficient to cover the cost of all items.

The Irrigation Contractor shall be responsible to cover all pipe openings, valves, etc., before and after setting in place to prevent obstructions in pipe and valves.

Any existing buildings, roads, equipment, piping, oil lines, pipe coverings, electrical systems, sewers, curbs, sidewalks, landscaping, etc., damaged by irrigation installation or leaks during the course of the work shall be replaced or repaired in a manner satisfactory to the City Inspector and at the Contractor's own expense, and before final payment.

Scope of Work: The work included in these specifications shall consist of furnishing all labor, tools, survey layout & staking, materials, appliances, tests, permits, taxes, etc., necessary for the installation of a landscape irrigation system, and the removal of all debris legally from the site. The system shall irrigate all areas and shall be left ready for operation to the satisfaction of the City Engineer. Workmanship and maintenance shall be to the satisfaction of the City Engineer.

Guarantee: The entire irrigation system constructed under this Contract shall be guaranteed against all defects in materials and workmanship, including leaks, and shall remain in working order for one (1) year from date of completion at no expense to the City. Materials used shall carry a minimum one (1) year manufacturer's guarantee over and above Contractor's guarantee. If, during guarantee or maintenance period, settlement occurs and adjustments in pipes, valves or drip lines in planting areas or under paving are necessary to bring the system to the proper level of the permanent grades, the Contractor shall make all adjustments without cost to the City. After the system and the maintenance periods have been completed, the Contractor shall provide operation manuals, and instruct the City in the operation and maintenance of all components of each system. In the event the Contractor does not respond to the City's request for repair work under this guarantee within a period of 48 hours, the City may make such repairs as deemed necessary at the full expense of the Contractor.

Materials:

All materials shall be new and of size and type as called out in the drawings. All materials of like-kind shall be of one manufacturer.

List of Materials for Approval: Within 10 days after award of contract, the Contractor shall submit to the City for approval five (5) copies of a complete materials list, together with manufacturers' name and model numbers covering all material to be furnished under this contract. Contractor shall also furnish 5 copies of descriptive literature or catalog cuts marked with highlighter pen for all items to be used on this project. No work shall be commenced before receipt of approved material list and descriptive material. List shall cover items listed below and all items indicated on drawings:

Brass ball valves

Valve boxes

Red brass pipe and fittings

Galvanized steel pipe and fasteners

Pipe compound

Plastic pipe and fittings, including threaded and slip type

Sub-surface drip tubing

Drip system flush valve and air relief valve

Plastic pipe primer and solvent

Teflon tape

Remote control valves

Control wire and connectors

Valve operating wrenches

Filter assemblies

Backflow preventer assembly

Automatic controller

Ball Valves and Boxes: Ball valves shall be line size, brass, model as called out on the approved Plans, installed per manufacturer's details and specifications. Valve boxes for ball valves shall be green PVC, size as required to accommodate valve assembly, with lid marking to identify type of valve contained.

Backflow Preventer and Enclosure: Backflow preventer shall be reduced pressure type, size and manufacturer as called out on drawings, and be City approved from the California Department of Public Health "Approved Backflow Prevention Devices" list dated May 22, 2009. Enclosure shall be heavy-duty powder-coated steel cage type, green or black in color, lockable, size to fit over backflow preventer without excessive bulk.

Pipe and Fittings - Red Brass: Red brass pipe shall be Federal Specification Number WWP-351, medium weight, IPS, with threads to conform to ASA Specification B2.

Galvanized Steel Pipe: Galvanized steel pipe shall be schedule 40; ASTM (A 120) and steel fittings shall be schedule 40 hot dipped, double banded malleable steel. Pipe work shall include attaching galvanized steel pipe to surface of concrete slope under freeway overpass per the detail on the approved Plans.

Pipe Compound: Pipe compound for galvanized steel pipe shall be pure approved type for metal-to-metal joints. Pipe compound for PVC pipe for threaded connections, including PVC to steel make-up, shall be best grade Teflon tape.

Di-Electric Isolation: Di-electric isolation shall be provided between all connections joining ferrous and non-ferrous metals, or old (existing) ferrous and new ferrous metals. Submit, for approval, type intended for use.

PVC Pipe: All PVC pipe shall be permanently and continuously marked with manufacturer's name, pipe size (IPS), ASTM (D-1785-68 for Schedule pipe), manufacturer's lot number and NSF approval. Pipe with dents, wrinkles, die or heat marks is not acceptable. Pipe shall be delivered to the site in 20-foot lengths.

PVC Sleeves: All irrigation sleeves under street paving shall be PVC 1120/1220 normal impact, Schedule 80, solvent weld type PVC pipe, 3" diameter.

PVC Main Line and Lateral Line (pressure and non-pressure piping): All lateral lines and mainlines shall be 1120/1220 normal impact, schedule 40, solvent weld type PVC pipe, size as indicated on the drawings.

Threaded PVC Nipples: Threaded PVC nipples are to be of Schedule 80, Type 1, 4" minimum length, except where detailed otherwise on drawings.

PVC Fittings: For make-up shall be of same chemical compound as pipe on which it is installed. Use Schedule 40 medium-wall fittings for any "all socket" connections. Use Schedule 40 heavy-wall fittings for all fittings with one or more threaded outlets.

Primer and Solvent: Primer for PVC solvent weld connections shall be as recommended by the manufacturer of the PVC pipe, to be chemically compatible with the pipe, fittings and solvent. Solvent for PVC solvent weld connections shall be as recommended by the manufacturer of the PVC pipe, to be chemically compatible with the pipe, fittings and primer.

Subsurface Drip Equipment: Flexible subsurface drip line shall be connected to remote control drip valves, pressure regulators, and filter kits manufactured specifically for use with subsurface drip technology, as indicated on the drawings and Irrigation Legend. All subsurface drip equipment shall be produced by the same manufacturer; substitutions shall not be allowed unless by written authorization from the Landscape Architect.

Remote Control Valves and Valve Boxes: Remote control valves are to be diaphragm type, slow closing, 150 lb., 24 volt electrically operated, epoxy encapsulated waterproof solenoid to be an integral part of the unit, throttling device with cross arm on top, manual operating device to cause valve to open and close without use of electricity. Manual operator shall be provided by the factory and not fabricated by the Contractor. Diaphragms shall be reinforced neoprene. Body and bonnet shall be of construction as called out in the drawings. Valve boxes for remote control valves shall be green PVC, size as required to accommodate valve assembly, with lid marking to identify valve number as shown on detail on the approved Plans.

Automatic Controller and Enclosure: Automatic controller shall be manufactured by the Hunter Corporation, I-CORE type, plastic pedestal mount, with wireless Solar Sync, or approved equal. Controller enclosure shall be designed to fit over controller unit as shown on the detail on the drawings, shall be manufactured by the same company as

the controller, and shall contain openings as needed for proper connection and operation of accessory equipment.

Electrical Requirements from Automatic Controller (24 volts) to Remote Control Valves: Shall be U.F. type, U.L. approved, AWG number 14 solid strand copper wire with minimum 4/64" PVC coating, 600 volt, 75 degrees centigrade. All pilot wires from automatic controller shall be of one color; common wire from same controller shall be white coated and color striped same color as pilot wires used. Each remote control valve shall have different color wires. Use direct burial wire only.

Wire Connectors for Direct Burial Conductors (24 volts): Connectors shall be 600 volt, 60 degrees centigrade, AWG-UF type, waterproof, epoxy or PVC compound filled containers, Rainbird #ST-03 U.L. Snap-Tite connectors with Pt-S5 sealer.

Execution:

Comply with all governing construction ordinances for all work under this contract. All work shall be assembled to conform to details and notes in the drawings, whether or not mentioned in this section of the specifications. Observe installed work of other trades and verify that it is complete to the point where irrigation work may properly commence. Provide at least one qualified person who shall be present at all times during execution of the work. He shall be familiar with the type of materials being installed and the material manufacturers' recommended methods of installation and direct all work performed under this section.

Connection to Water Supply (POC): Connect to Class 315 PVC service line stub out downstream of the water meter at location shown on the drawings. Minor changes caused by field conditions shall be made at no additional cost. In the event of discrepancies, immediately notify the City Engineer. Do not proceed with installation in this area until discrepancies have been resolved.

Verification of Dimensions: Verify all horizontal and vertical site dimensions prior to staking of heads. In the event of discrepancies, immediately notify the City Engineer. Do not proceed with installation in these areas until discrepancies have been resolved.

Layout and Installation of Drip Lines and Staking: Drip lines shall be laid out, staked and installed by the Contractor in the locations shown on the drawings. Contractor shall call for Observation as outlined below after layout and staking, and prior to installation. Discrepancies between drawings and site shall be brought to the attention of the City Engineer prior to trenching. Do not exceed maximum spacing shown on drawings, or exceed the GPM on the pipe sizes shown. If spacing demands additional or less materials, notify City Engineer before commencing work. Sub-surface drip line shall be installed below grade per manufacturer's specifications and detail on the plans, and

covered with average 3" of clean, rock-free soil cover and an additional 3" thick layer of bark mulch.

Trenching: Check all grades so that work may proceed, keeping materials at specified depth. Do all excavation for installation of work included in contract. Mechanical trenching machines shall be of approved type to cut trenches with straight sides. Trenches shall be only wide enough to lay the pipe and control wires. Perform minor adjustments to avoid existing utilities as directed without additional cost. "Pulling" of pipe and/or control wires will not be permitted. Obtain City Engineer's approval before jacking, boring, or hydraulic driving. Hydraulic driving will not be permitted under asphalt paving. If cutting or breaking of any paving is necessary, it shall be done and replaced with like material at the expense of the Contractor after obtaining approval of the City Engineer.

Assembly of Pipes:

Metal Pipe: Do not bend or spring pipe, make all offsets or changes in direction with fittings. Cut threads with sharp, clean dies to conform to ASA Specification B2. Assemble pipes free from dirt and scale, ream and deburr. Make up joints by applying oil base compound to male threads only. Remove excessive compound after make-up.

PVC Plastic Pipe: Handle with care when loading, unloading, transporting and storing material to avoid damage. Store pipe and fittings under cover before using. Transport in vehicle with bed of sufficient length to carry pipe flat and fully supported. Store pipe in same manner. Notify City Engineer when each pipe and fittings shipment reaches the site for his observation. Rejected materials shall be immediately removed from the site and replaced with new shipment of different batch number.

Solvent welding: Use non-synthetic brush to spread primer and solvent using no larger than pint-sized cans. Clean and refill cans daily. Cut pipe square, ream, chamfer outside end at 10 degrees. Clean and dry pipe and fitting socket. Scrub full length of inside socket and pipe end with primer, prime inside socket again. Immediately apply solvent to pipe end and to socket, then again to pipe end. Bottom pipe in socket and turn 90 degrees. Hold joint together 30 seconds. Wipe off excess solvent. Allow to set 30 minutes before moving. Centerload pipe with small amount of backfill to prevent arching and whipping under pressure, leaving joints exposed.

Threaded connections - Use Teflon tape on plastic threaded joints. Screw hand tight and another half turn by wrench. On PVC to metal pipe, work metal connection first.

Laying of Lines: All lines set in place under paving shall extend 18" minimum beyond such paving and be capped hand tight. No fittings, including couplings, will be permitted under surfaces to be paved except where the length of the line under the paving exceeds 20 feet or where shown on the drawings. Snake PVC plastic pipes side to side in trench bottom keeping 4" horizontal clearance between two pipes in same trench. Do

not lay pipe in trench containing water or at less than 32 degrees F. Centerload immediately, leaving joints exposed. Minimum depth of PVC pressurized irrigation mainline shall be 18" in open soil and 24" under paving, unless otherwise approved in specific situations by the City Engineer. **No trench to be covered before City Engineer has inspected completed piping, flushing, and pressure test.**

Laying of Control Wires (24 volt): Lay wires in common trench or sleeve with main lines wherever possible. Splicing is allowed with 24" expansion loop only in electrical junction box with bolt down lid. Common wire and pilot wires to be tagged with 1/4" wide embossed plastic labeling tape, indicating controller and station number. Use plastic electrical tape and bind all control wires in bundles at 10' intervals; all splices shall be waterproof. **No trench to be covered before City Engineer has inspected wire runs.** Remote control wire shall be continuous without splices between controller and valves. Any field splices shall be located in separate valve box marked on record drawings.

Flushing of Lines: Main lines shall be flushed before attaching remote control valves or quick coupler valves and with pipe centerloaded. All water being discharged shall be temporarily pumped up and out of the trenches. Trenches are to be kept dry for pressure tests to follow. Install all valves after approval of flushing procedure by the City Engineer.

Laterals shall be flushed before sprinkler heads are installed. Cap all risers, apply pressure, remove caps in sequence starting at cap nearest the control valve. Replace caps before removing caps to follow. Continue to end of each lateral. Flush until all foreign matter and mud is cleared of the system. Contractor to provide all materials needed for flushing operations.

Sub-surface drip line shall be flushed by removing end caps and thoroughly flushing all flexible tubing prior to pressurizing system.

Pressure Tests: Perform all hydrostatic tests in presence of the City Engineer after flushing lines. Maintain 125 PSI without any pressure drop on main lines for minimum 2 hours with all air expelled from line and with all valves in place. All leaks shall be corrected in mechanical manner without use of epoxy fillers or other filler compounds. Contractor shall provide all equipment for tests including force pump and pressure gauges.

Backfill: After piping has been installed, flushed, tested, and proven tight in the presence of the City Engineer's Representative, backfill with fine materials. Allow no rocks or other objects larger than one-inch diameter to fall in the first 6" of cover. Backfill in 4" layers and tamp properly to eliminate any voids. Flooding of trenches shall be done only with the approval of the City Engineer. However, sandy soils, as determined by the City Engineer, shall be flooded during the backfill-compaction operation. Compact backfill over lateral lines to equal density of adjoining undisturbed soils, and

compact to 90 percent over main lines. All trenches shall be left flush to the adjoining undisturbed grades. All backfill under surfaces to be paved for vehicular use shall be compacted to 95%. Any work covered prior to observation by the City Engineer shall be uncovered at the expense of the Contractor to allow for such observation if demanded by the City Engineer. Any surplus soil shall be distributed on site as directed by the City Engineer.

Controller Maintenance Charts: Provide hermetically sealed plastic covered charts in each automatic controller, showing only the systems operated by that controller. Charts to be as large as possible to fit door and meet approval of the City Engineer before being acceptable for insertion in plastic. Charts to be in controllers for the final observation by the City Engineer. Two duplicate charts shall be provided to the City.

Lowering of Valve Boxes, Quick Coupler Valves, and Other Equipment: All of the above and any other equipment that may be damaged by maintenance operations shall be set flush to finished grade, or as called out on the drawings, prior to final acceptance. Contractor shall replace all equipment damaged prior to final acceptance of the Construction work, and any equipment damaged by Contractor's operations during the extended maintenance period(s), at no cost to the City.

Adjusting System: Adjust entire system prior to coverage test, and a minimum of once per month throughout the contractor's maintenance period.

Coverage Test: When installation of the irrigation system is completed, perform a coverage test in the presence of the Landscape Architect or City Engineer to determine that coverage for planting areas is complete and adequate. Where inadequate coverage occurs due to deviations from plans, or where site condition differs and the system has been installed without notifying the City Engineer, the Contractor shall provide necessary material and perform work to correct all inadequacies without additional cost. These tests and corrections shall be accomplished before any ground cover is planted.

Backflow Prevention Device Certification: All newly-installed reduced pressure backflow prevention devices shall be tested and certified by a testing agency approved by the City. Testing and certification shall be arranged and paid for by the Contractor; City's Engineer shall be notified at least 48 hours in advance.

Site Cleaning: Clean and legally dispose of all debris from site. Remove all storage rooms and all other constructions at Contractor's cost, and make site ready for planting work. The cost for removing debris not cleared as a result of landscape work may be charged to the Contractor.

Observations: Observations will be performed by the Landscape Architect or City staff at the following times, and at random visits when the observer may be on the site.

Contractor shall keep a record of when and by whom these observations were made, and direction given.

Prework conference, to be conducted prior to any irrigation work under contract.

Layout of pressurized main lines.

Layout of landscape drip lines.

Observation of flushing of lines.

Observation of pressure tests.

Observation of coverage performance.

Final observations of the completed installation.

Contractor shall not cover any work prior to observation by the City Engineer. All observances shall be requested at least 48 hours in advance. All work shall meet the City Engineer's approval, or be rectified at no additional cost to the City. Contractor shall be financially responsible for all members of the team of observers for unprepared observation appointments.

Items Furnished: At time of completion of the ninety (90) day maintenance period and/or extended warranty/maintenance periods if awarded as part of this contract, Contractor shall deliver to the City:

One control valve key, 30" long, for every six remote control valves installed.

One coupler key with hose bib attached for every six quick coupler valves installed.

One loose key for every six quick coupler valves installed.

Two special wrenches suitable for operating each type of shut-off valve installed.

Two tools for disassembly and assembly, or adjustment, of each type equipment used in this installation requiring such special tools.

Two valve box keys for every 12 locking lid valve boxes used in this installation.

Operating instructions and parts lists, as printed by each manufacturer of each type equipment installed. Refer to "Materials" section of the specifications and legend on drawings.

List of equipment with names and contact information for local manufacturer representatives.

"As-built" drawings and controller charts.

Acceptance of Installation: All equipment shall be checked and adjusted in depth, layout, location, performance and appearance at completion of installation work. All damaged portions shall be replaced with new materials of like-kind or approved equal.

Maintenance: Maintenance of irrigation systems, including repair and replacement of equipment, adjustments to systems for plant health and to prevent nuisance water on paving, modification of controller programming, and all other routine irrigation maintenance shall be included in the work described and required under the Contractor's Maintenance Period for a period of ninety (90) days, and no additional compensation will be made therefor.

Landscape Planting

General Requirements:

Scope - Planting work includes, but not limited to, the following:

Layout and Staking of all landscape areas, items, etc.

Placing topsoil or site soil

Soil preparation and finish grading

Furnishing, installation, and staking of trees

Furnishing and installation of shrubs, perennials, and succulents

Furnishing and placing shredded bark mulch

Maintenance of planting areas for 90 calendar days as part of this contract.

Verification of Dimensions and Quantities: All scaled dimensions are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the City Engineer of any discrepancies between the drawings and/or the specifications and the actual conditions. No work shall be done in any area where there is such discrepancy until approval for same has been given by the City Engineer.

Delivery, Storage, and Handling: All plant materials shall be approved upon delivery by the City Engineer or Landscape Architect; any plants rejected shall be immediately removed from the site and replaced with approved materials at the Contractor's expense. Plants shall be stored in an approved, secured area to prevent damage or theft, and shall be hand watered as necessary to keep in a healthy condition until planting. Any plants that show dieback or damage shall be replaced in kind at no expense to the City.

Layout of Landscape Areas, Items, and Staking: Landscape areas, items, etc. shall be laid out, staked and installed by the Contractor in the locations shown on the drawings. Contractor shall call for Observation as outlined below after layout and staking, and prior to installation. Discrepancies between drawings and site shall be brought to the attention of the City Engineer prior to work. If spacing demands additional or less materials, notify City Engineer before commencing work.

Observation: All observations herein specified shall be made by the City Engineer or Landscape Architect. Contractor shall request observation at least 48 hours in advance of the time observation is required. Observation will be required on the following parts of the work:

During preliminary grading, soil preparation, and initial weeding.

When trees are spotted for planting, before planting holes are excavated. When finish grading has been completed, and prior to planting of shrubs,

perennials, and ground covers.

When planting and all other indicated or specified work has been completed.

Prior to start of maintenance period.

Final observation at completion of maintenance periods.

The contractor shall be on the project site at the time of each observation.

Guarantee: All trees, shrubs, ground covers, and other plant materials shall be guaranteed to take root and grow within 12 months after final acceptance of plantings, when such plants have received normal care and maintenance. Any trees or other plant materials that die back and lose the form and size as originally specified shall be replaced even though they may have taken root and are growing after the die-back. Contractor, within 15 days of written notification by City Engineer, shall remove and replace all guaranteed plant material that for any reason fail to meet the requirements of the guarantee. Replacement material and plantings shall be to the same specifications as required for the original planting and all replacements shall be guaranteed as specified for the original guaranteed materials at the Contractor's expense.

Materials:

Contractor shall, at own expense, submit at least three samples of site soil from proposed landscape areas for agricultural suitability and fertility analysis and amendment recommendation to an approved soils laboratory. All samples to be taken from the top 6" of site soil after completion of rough grading.

Fertilizers and Soil Conditioners: All material shall be first grade analysis, with quantity or weight attached to each sack or container. Delivery certificates shall be given to the Engineer as each material is delivered. A list of materials used, together with typical certificates of each material, shall be submitted to the City prior to the final acceptance of the job.

Bulk humus shall be nitrogen stabilized ground fir or pine bark containing 1% nitrogen (dry weight basis), made by Sequoia Humus Products, Vita Bark, or equal.

Slow-release fertilizer shall be commercial type, derived from organic materials such as decomposed animal, vegetable and mineral matter, or chemically manufactured by an

approved fertilizer manufacturer. Material shall be relatively dry, friable, and pass a one inch sieve; shall not contain poultry, animal or human waste, pathogenic viruses, fly larvae, insecticides, herbicides, fungicides, or poisonous chemicals that would inhibit plant growth; and shall have the guaranteed chemical analysis as recommended by an approved soil testing laboratory.

Plant Materials: Plant materials indicated shall be furnished to size, quantities, and spacing as indicated or noted for each location and shall be of the species, kind, size, etc., as shown and described on the drawings.

Quality: Healthy, shapely, well-rooted, disease and insect free, not root bound. Grown in nurseries inspected by the State Department of Agriculture. Free of abrasions, knots, injuries, or disfigurements. Plants not approved are to be removed from site immediately and replaced with suitable plants of like species and container size.

Miscellaneous Materials: Stakes shall be lodgepole not less than 10' in height for 15-gallon and 24" box trees. Contractor shall utilize two stakes per tree. Contractor shall provide tree supports as noted on the drawings.

Contractor shall provide recycled shredded Uniform Commercial Grade bark mulch, "Forest Floor Mulch" from Cal-Blend Soils, Inc., or approved equal, in quantity as required to install a 3" thick layer in all median landscape areas. Mulch to be certified free of polyphagous shothole borer and all other pests or diseases that could affect existing trees. A sample of bark mulch material shall be submitted to the City Engineer for approval prior to delivery to the site.

Execution:

Grading: The soil shall not be worked when moisture content is so great that excess compaction will occur nor when it is so dry that dust will form in the air or that clods will not break readily. Water shall be applied if necessary to provide ideal moisture content for filling and for planting as herein specified. Preliminary grading shall be done in such a manner as to anticipate finish grading. Excess soil shall be removed or redistributed before the application of amendments. Where soil is to be replaced by plants and mulch, allowance shall be made so that when finish grading has begun, there shall be no deficiency in the specified depth of mulched planted beds. Finish grading shall consist of smoothing out the grade to eliminate depressions or protrusions, and result in a smooth, clean soil surface ready for landscaping, bringing all ground areas to uniform slopes, meeting grades of installed curbs, paving, catch basins, etc., and drainage at a 2% slope toward rock dry stream beds/infiltration swales, unless otherwise existing or indicated on the drawings. Maintain existing drainage flow lines and grades where they occur, and make sure drainage remains unobstructed by soil, rocks, or debris throughout and upon completion of installation and during maintenance period. The finish grade is the ground surface grade after all loosening, soil conditioning, fertilizing, and planting has been completed. Ground shall be 2" below curbs in ground cover and

shrub areas. Accurate flow lines shall be set by instrument to catch basins or other points of drainage flow. Modeling of finish grade shall be done as directed by the City Engineer.

Soil Conditioning: For all trees and shrub planting, the following prepared soil mix shall be used for bidding purposes for backfill in tree and shrub pits:

Site Soil - 2/3 by volume Organic Amendment - 1/3 by volume Slow-release Fertilizer - 1 lb. per cubic yard of mix Iron Sulfate - 2 lbs. per cubic yard of mix

Contractor shall thoroughly blend and mix prior to placement, not mix in plant pit. This mix is for bidding purposes, and shall be superseded by recommendations of soil analysis report. The cost of soil analysis report shall be borne by the Contractor.

Weed Control: All areas designated for planting shall receive the following weed eradication procedures after the final grade has been installed and accepted and subsurface drip irrigation system has been installed, but prior to the installation of plants:

- 1. Manually remove and dispose of all existing weeds off-site.
- 2. Fertilize all planting areas with a 35-0-0 commercial fertilizer at the rate of 20 lbs. per acre and begin the watering process.
- 3. Water all planting areas thoroughly and continuously for a period of three weeks. The Contractor shall provide a specific watering duration and frequency program designed to germinate all residue weed seeds.
- 4. Discontinue the watering process for two days and then apply a systemic weed killer at a maximum label rate. Protect existing trees from spray; do not apply weed killer if raining or rain is predicted. No irrigation water shall be applied for a minimum of four days following application of the contact weed killer.

Planting of Shrubs and Trees: All materials shall be set so when settled the top of root crown shall be 1" above the surrounding finish grade. The City Engineer or Landscape Architect shall approve all materials as to quality and placement before holes are dug. Contractor shall dig pits minimum 2-1/2 times the size of the plant container and backfill native site soil (unamended) to the bottom of the plant root ball, and prepared soil specified in this section around the root ball. Install stakes on all trees per the planting details on the plans. If soil settles away from plant root ball after planting, Contractor shall fill topsoil around same to bring to proper level with finish grades. After all trees have been planted, Contractor shall build good-sized basins around each tree and install a landscape mulch of shredded bark. Upon completion of all planting operations, soil between plants shall be lightly cultivated and neatly raked. An average 3" thick layer of landscape mulch shall be uniformly spread over all landscape areas after completion of planting.

Watering: Apply water to all planted areas and plants during operations and thereafter until acceptance of work. Plants that cannot be watered efficiently with the existing irrigation system shall be watered by means of a hose, until problem is corrected. Immediately after planting, apply water to each tree and plant by means of a hose, in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground. Apply water in sufficient quantities, and as often as seasonal conditions require to keep the ground and plantings moist. Protect landscape areas against damage, including erosion and trespass and provide proper safeguards as may be needed. Replant damaged areas promptly. Special care shall be taken to prevent erosion from surface drainage from other areas. Any damages from same shall be the Contractor's responsibility.

Clean-Up: Just prior to clean-up, additional landscape bark mulch shall be added as necessary to achieve the thickness specified on the drawings. Upon completion of all planting operations, the project site shall be cleaned of all debris, superfluous materials, and equipment. All such materials and equipment shall be entirely removed from the project site. Curbs and pavement shall be swept or washed clean upon completion of the work of this section. During the entire contract period, plant containers that have been cut or removed from plant materials shall be removed from the project site.

Plant Maintenance for 90 Calendar Days: Upon completion of all planting, Contractor is to commence maintenance thereof through the end of the contract period. From the end of the contract period on this project, the maintenance period work shall begin and shall ensue for 90 calendar days. From the completion of the planting to the end of the 90 day period, the Contractor shall irrigate, trim, weed, and remove trash and debris from landscaped medians. This work shall be done on a minimum of twice a week. The irrigation system shall be set on the controller, the schedule of which is to be recommended by the Landscape Contractor at a schedule to be agreed upon by the City Engineer and Landscape Architect. Should the planting show a need for more or less watering, such information shall be given to the City and adjustments shall be made in the watering schedule with City approval. The landscaped areas shall be kept clean of all trash. Should any of the planning show sign of wilting, stress and/or dying, the Contractor shall report it to the City and shall replace the item within three (3) working days of the observation and the Notice. City staff will be observing the health of the planting; however, the Contractor has full responsibility to see that at the end of the 90 day period that the planting shows that it is healthy and established. Should this not be the case, the Contractor shall immediately replace the weak plantings. The site shall be kept free of weeds. Bermuda grass, and other invasive grasses throughout the 90day maintenance period; if evidence of weeds or invasive grasses is observed at the end of 90 days the maintenance period may be extended at no additional cost to the City.

Payment for **Landscaping and Irrigation** shall be based on **Lump Sum (LS)** Unit Price basis and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved.

Bid Item No. 30 - Install Public Improvement Project Signs

The Contractor shall supply, erect, and maintain public improvement project signs for the duration of construction according to the specifications set forth below. A scaled layout of the sign shall be submitted to the City Engineer for approval prior to fabrication. The sign is illustrated in Appendix "B".

Size: 4 feet by 4 feet mounted on Post with a 7 feet clearance above ground

level.

Materials: 3/4-inch (exterior type) plywood (C-C EXT-DFPA grade).

Support: 4-inch by 4-inch by 11 feet posts.

Mounting: Frame shall be constructed using 2 inches by 6 inches by 8 feet mounted

on skids centered on each post and a 2 inches by 4 inches by 5 feet 6 inches 45-degree brace for each skid and a 2 inches by 6 inches cross-strut between the bottom of the posts all of bolted construction. Plywood panel shall be mounted using 3 inch by 5 inches carriage bolts at 16

inches (maximum) on center.

Paint: Panel Face: Three coats outdoor enamel (sprayed) Panel Rear and

Frame: Two coats outdoor enamel (sprayed).

<u>Color</u>: Stark white background and blue lettering.

Lettering: Silkscreen enamels, Helvetica medium.

Covering: 1/4 inch clear plastic.

<u>Location</u>: The signs shall be placed at each end of the street that work is being

constructed on. If various locations of work are included, the signs will be

moved by the Contractor per the AGENCY's schedule.

<u>Disposition</u>: After the Notice of Completion is issued, the sign shall become the

property of the AGENCY, and the Contractor shall deliver the sign to the

Public Works Facility at no expense to the AGENCY.

Should, at the time, Contractor need to prepare the signs, Contractor is to check with City as to approved sign the Public Works Department may have in storage that can be used. Should the City have such signs, they shall be used in lieu of the making new signs. Should the City have signs at the Public Works Department that the Contractor can use, the Contractor will only be paid for signs the Contractor has made and are so furnished.

Payment for **Installation of Public Improvement Project Signs** shall be based on **Each (EA)** Unit Price basis and shall include full compensation for all labor and materials, tools, equipment, and for doing all work involved, including delivery of the sign to the Public Works Facility at the end of the project.

Bid Item No. 31 - Re-establish survey Monuments and centerline ties

Prior to the start of construction, the Contractor shall locate all existing survey monuments, bench marks, and centerline ties within the construction zone. The contractor shall provide a minimum of five (5) working days notice to City Engineer prior to disturbance or removal of any permanent survey monument, and shall coordinate with the City Engineer to reset monuments or provide permanent monuments.

Contractor is responsible for verifying that the arrangements have been made for preserving and/or perpetuating all permanent centerline monuments that will be affected by the Work.

A corner record survey shall be completed and filed with the City and the County of Los Angeles Surveyor for each survey monument that the Contractor resets.

The contractor is responsible for replacement of existing centerline monuments, centerline ties and/or Benchmarks which will be disturbed or destroyed by the work. Such points shall be referenced and replaced with appropriate monuments by a licensed land surveyor or a qualified registered civil engineer authorized to practice land surveying. Corner record shall be filed by the licensed land surveyor as required by the Land Surveyor's Act (Business and Professions Code 8771).

Establishing survey monument consists of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a land surveyor or professional engineer licensed in the State of California to do surveying. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Establishing survey monuments shall conform to the Standard Specification Section 309.

Payment for Re-establishment of existing Monuments and Centerline Ties shall be on a Lump Sum (LS) Price basis and shall be considered full compensation for furnishing labor, materials, equipment to complete the re-establishment of monuments, Bench Marks and centerline ties, and no additional compensation will be allowed therefor.

Bid Item No. 32 - Plant New Tree

After existing trees removed as directed by the City Engineer, contractor shall plant a minimum of 24-inches box tree. The list of tree species approved for planting on the street are as following:

- Crepe Myrtle
- Purple Plum
- Australian Willow
- Brisbane Box
- Rhaphiolepis 'Majestic Beauty"

Trees will be selected by the City Engineer for insect and disease resistance, adaptability to local climate and soils, and desirable growth habits. This Bid Item shall include all labor, material and equipment required to plant under direction of a licensed Arborist and per SPPWC Std. Plan. 520-4. Planting holes shall be backfilled with a prepared backfill mix consisting of the following (amount per cubic yard):

3 parts class A topsoil

2 parts Type I soil amendment

2 pounds Iron Sulfate

1 Pound 12-12-12 commercial fertilizer

Insert planting tablets in the manner and of the manner specified by the manufacturer in its printed instructions. Before plants are transported to the planting area, they shall be properly pruned by thinning out to reduce damage by wind and to protect lateral growth.

No plants shall be transported to the planting area that are not thoroughly wet throughout the ball of earth surrounding the roots. Plants should not be allowed to dry out, nor shall any roots be exposed to the air except during the act of placement. Any plants that in the opinion of the City Representative are dry or in a wilted condition when delivered or thereafter, whether in place or not, will not be accepted and shall be replaced at the Contractor's expense.

All weed growth in planting areas shall be removed. Common Bermuda grass found growing in areas not designated to be planted with Bermuda grass, shall be killed with an approved herbicide or fumigant with materials approved by the City. All weeds shall be eradicated in a manner consistent with State of California regulations.

Root Barriers shall be constructed of prefabricated high impact polystyrene or polyethylene as manufactured by Deep Root Corporation, or approved equal.

The Contractor shall guarantee all trees from disease or death and injury resulting from improper planting for a period of one year after final acceptance of the project. Tree maintenance including plant watering regularly consists of a minimum 30 day plant establishment period and a subsequent 60 day maintenance period, constituting a total

minimum 60 day maintenance period after project acceptance by the City Council.

The Contractor shall replace at no expense to the Agency as soon as possible plants that are dead or not in a vigorous, healthy growing condition. Replacement shall be of the same kind and size as originally specified and shall be planted as described on the drawings and in the specifications.

Payment for **Tree Planting** shall be made per **EACH** at the unit price bid in the contract prices bid and shall include full compensation for furnishing all labor, tools, equipment, finish grading, imported topsoil, root barrier, 24 inches box tree, 90 days maintenance and watering, mulch, hauling, properly disposing materials and incidentals necessary to complete the work in accordance with the plans and as specified herein. No adjustment in the contract bid prices will be made.

CITY OF LYNWOOD

PUBLIC WORKS DEPARTMENT

PART 4 - APPENDICES

STREET IMPROVEMENT PROJECT

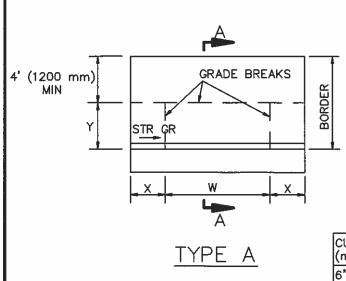
OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

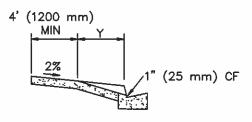
CITY OF LYNWOOD PROJECT NO. 4011.68.049

- 4.1 Appendix A Standard Plans for Public Works Construction (SPPWC Standards) and City of Lynwood Standards
- 4.2 Appendix B Contract Change Order (CCO) Form
- 4.3 Appendix C Substitution Request Form
- 4.4 Appendix D Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815
- 4.5 Appendix E Soil Investigation for the existing Pavement Structure
- 4.6 Appendix F Engineering Plans (Contract Drawings)

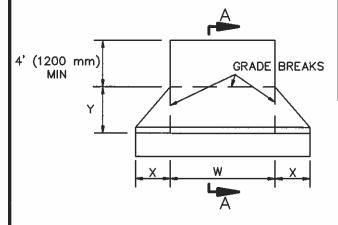
APPENDIX A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC STANDARDS)





SECTION A-A

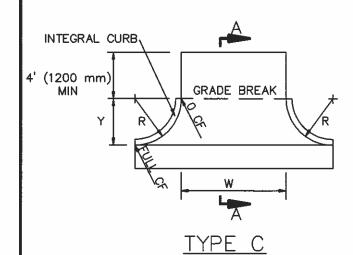


TYPE B

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'-0" (900)	4'-0" (1200)
7" (175)	3'-6" (1050)	4'-9" (1425)
8" (200)	4'-0" (1200)	5'-8" (1700)
9" (225)	4'-6" (1350)	6'-6" (1950)
10" (250)	5'-0" (1500)	7'-3" (2175)
11" (275)	5'-6" (1650)	8'-0" (2400)
12" (300) or more	6'-0" (1800)	8'-9" (2625)

NOTES:

- RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
- COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
- WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
- CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
- 5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1884 REV. 1986, 2009

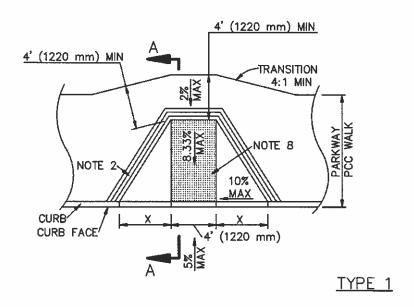
DRIVEWAY APPROACHES

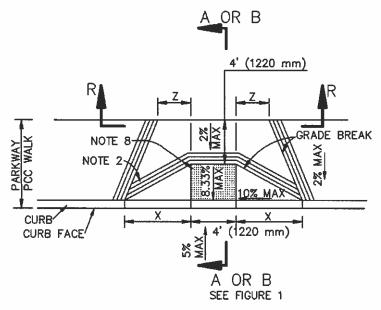
STANDARD PLAN

110 - 2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 1



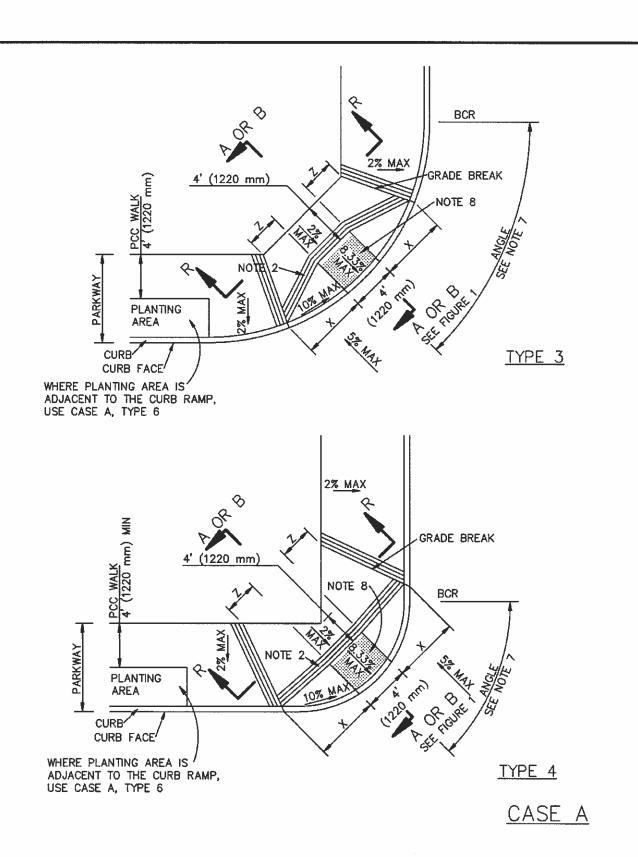


TYPE 2

CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

l	ST	ANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	
ı	PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1992 REV. 1998, 2000, 2005, 2009.		STANDARD PLAN
			111-5
L	2013	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 10



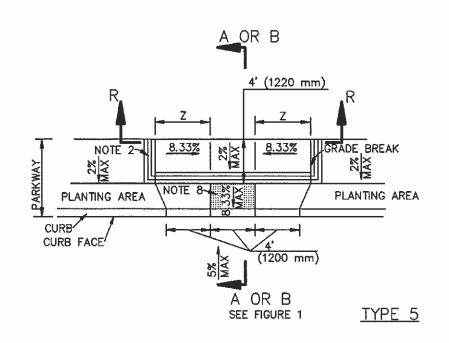
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

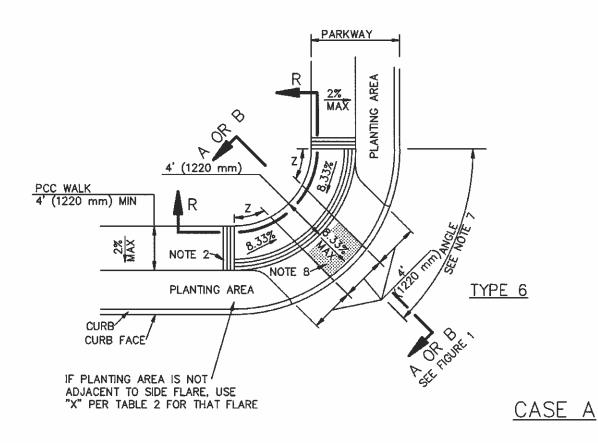
CURB RAMP

STANDARD PLAN

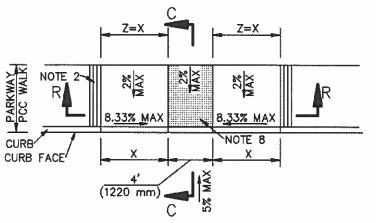
111-5

SHEET 2 OF 10

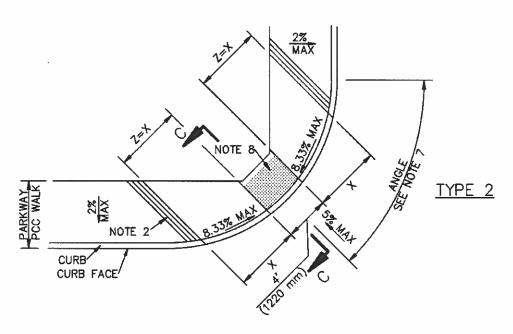




STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 3 OF 10

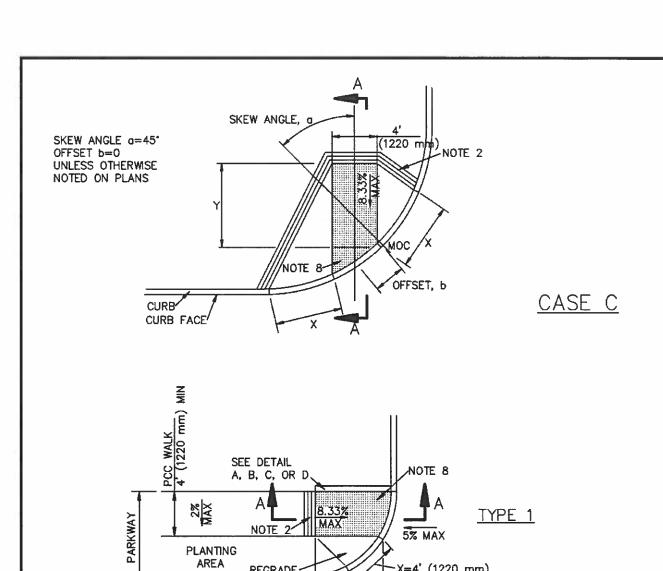


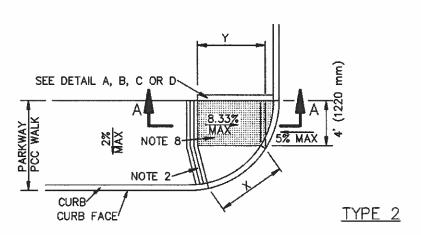
TYPE 1



CASE B

	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
	CURB RAMP	111-5
ı	OOKS KAMI	SHEET 4 OF 10





REGRADE

CURB/

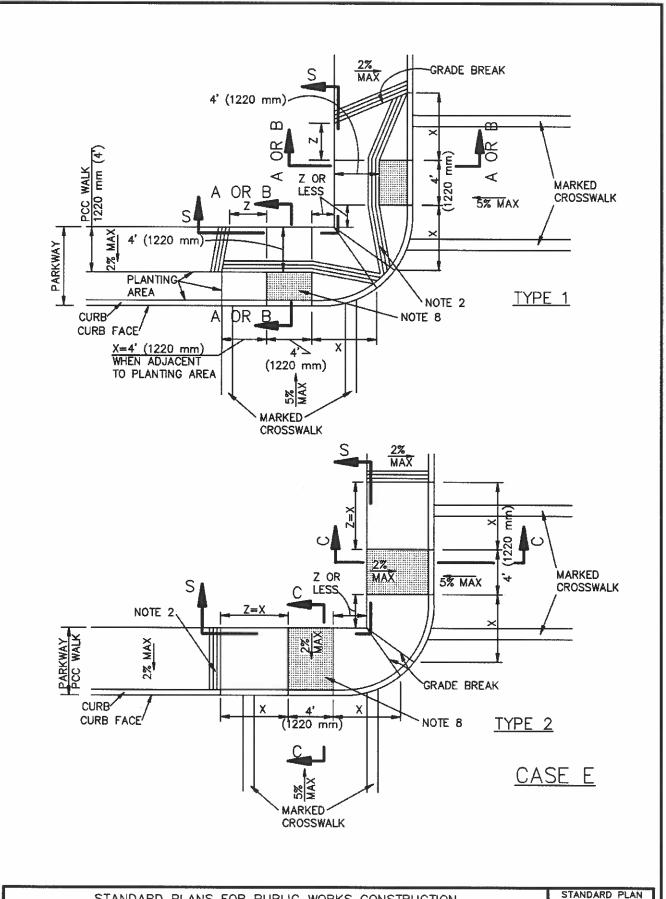
CURB FACE

X=4* (1220 mm) IF ADJACENT TO

PLANTING AREA, OTHEWISE SEE TABLE 1

CASE D

	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP		111–5
L	COND NAME	SHEET 5 OF 10



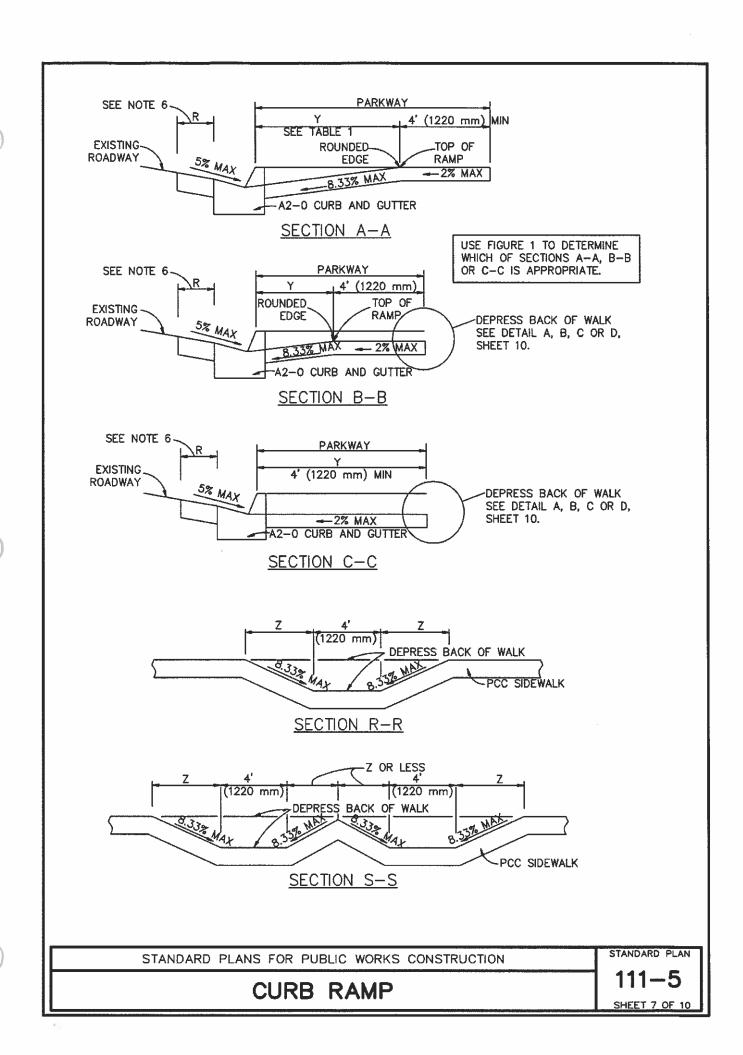
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

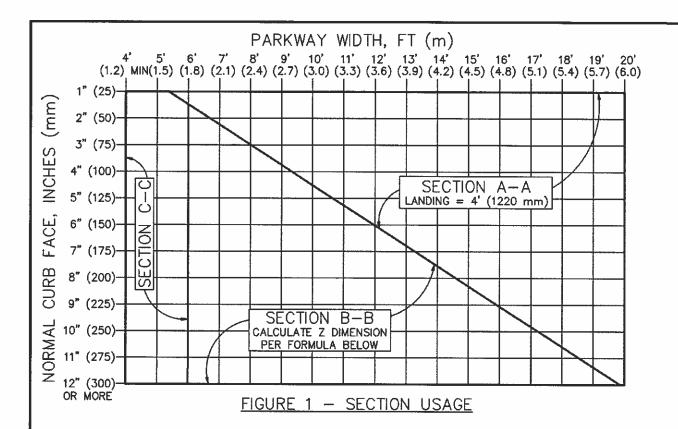
CURB RAMP

STANDARD PLAN

111-5

SHEET 6 OF 10





NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)

W = PARKWAY WIDTH

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z

L = LANDING WIDTH, 4' (1220 mm) TYP

 $Z = [(Y+L)-W] \times 0.760$

DIMENSION AS FOLLOWS:

IF (Y+L) < W, THEN Z = 0

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

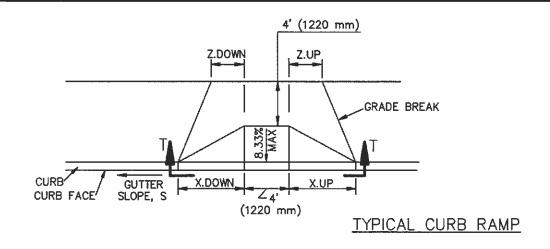
10.00' (3050) 15.79' (4735)

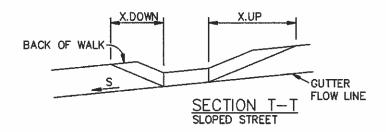
TABLE 1 REFERENCE FORMULAS:

12" (300)

X = CF / 8.333% Y = CF / (8.333% - 2% WALK CROSS SLOPE)

STANDARD PLAN STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION 111–5 CURB RAMP SHEET 8 OF 10





FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, $X.DOWN = X \times K.DOWN$

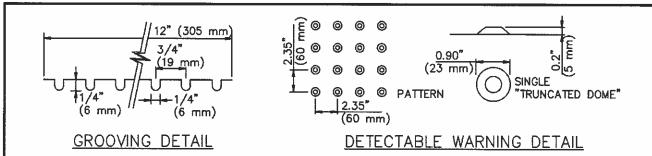
S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

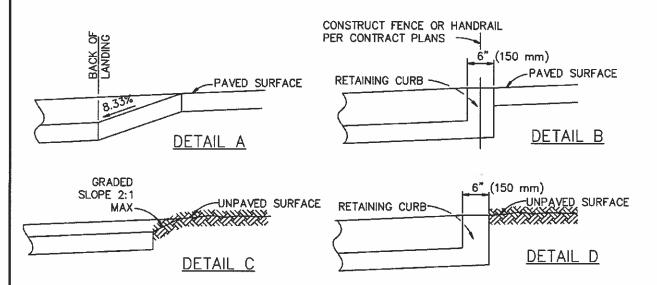
TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS: K.DOWN = 8.333% / (8.333% + S) K.UP = 8.333% / (8.333% - S)

STREET SLOPE ADJUSTMENTS

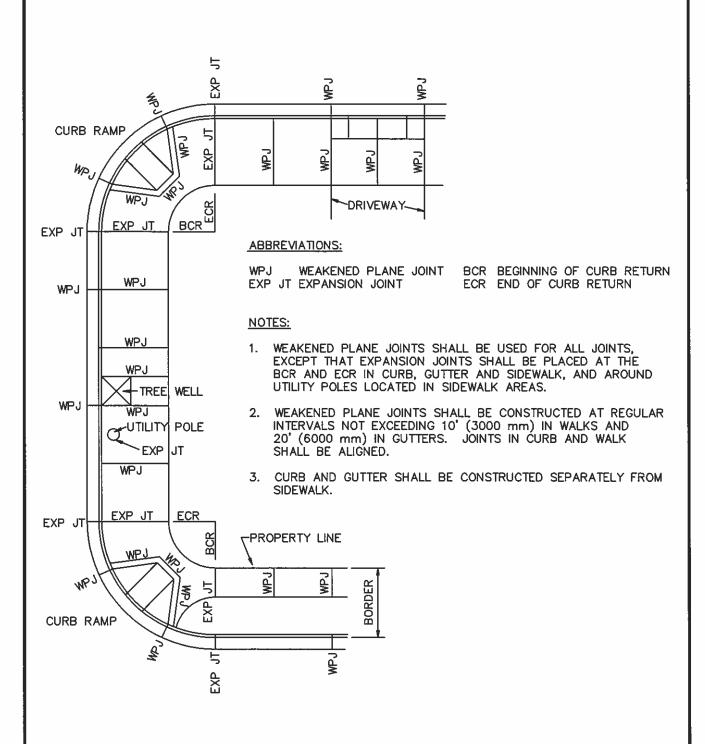
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 9 OF 10





GENERAL NOTES:

- CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
- 2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
- THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
- 4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
- 5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
- 6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
- 7. ANGLE = $\triangle/2$ UNLESS OTHERWISE SHOWN ON PLAN.
- 8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1986, 2009

CURB AND SIDEWALK JOINTS

STANDARD PLAN

112-2 SHEET 1 OF 1

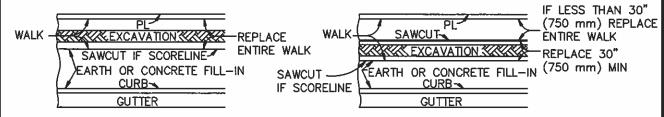
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

WALK OR FILL—IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE

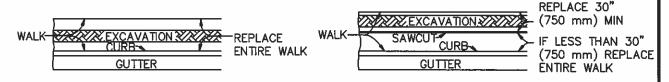
WALK 5' (1500 mm) WIDE OR MORE



WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WDE

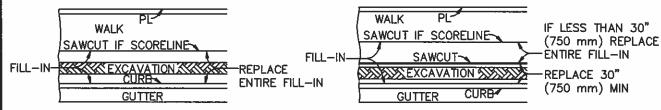
WALK 5' (1500 mm) WIDE OR MORE



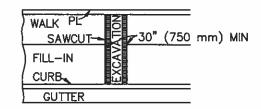
FILL-IN REPLACEMENT

FILL-IN LESS THAN 5' (1500 mm) WIDE

FILL-IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL—IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL. THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1996, 2009

SIDEWALK & DRIVEWAY REPLACEMENT

STANDARD PLAN

113-2 SHEET 1 OF 2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

- 1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
- 2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
- 3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm').
- 4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.
- 5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
- 6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
- 7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

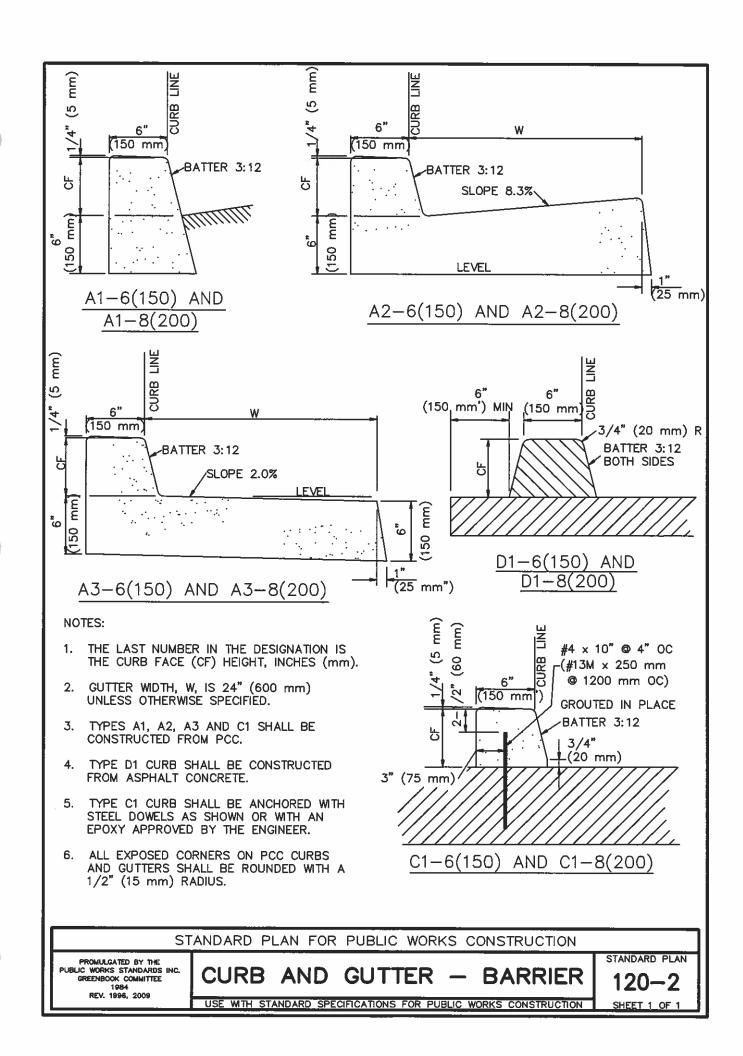
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

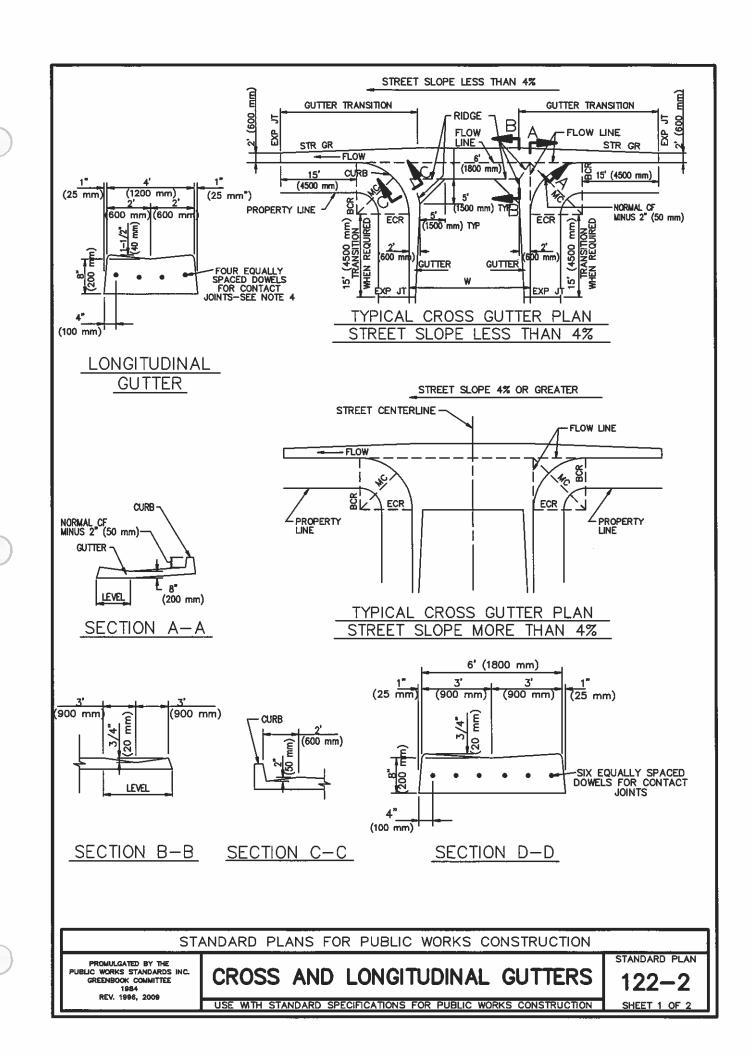
SIDEWALK & DRIVEWAY REPLACEMENT

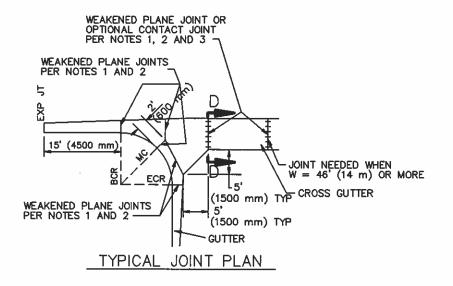
STANDARD PLAN

113-2

SHEET 2 OF 2





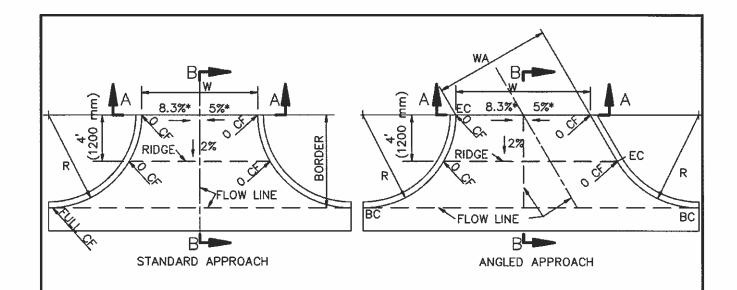


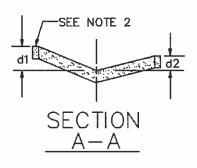
- 1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
- 2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
- DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
- PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
- ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
- 6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

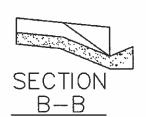
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

122-2







W, ft	8'	10'	15'	20'	25'	30'
W, mm	(2400mm)	(3000mm)	(4500mm)	(6000mm)	(7500mm)	(9000mm)
	0.33'			0.83'	1.04'	1.25'
MAX	(100 mm)	(125 mm)	(188 mm)	(250 mm)	(313 mm)	(375 mm)
				0.25'		0.25'
MIN	(50 mm)	(75 mm)				

- 1. FOR CASE A, THE RADIUS OF THE CURB RETURN, R, IS EQUAL TO THE PARKWAY WIDTH.
- 2. ALLEY INTERSECTION SHALL BE PCC, CLASS 520-C-2500 (310-C-17), 6" (150 mm) THICK. CURB SHALL BE INTERGRAL TYPE "A".
- 3. ASTERISKS, *, SHOW MAXIMUM GRADES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

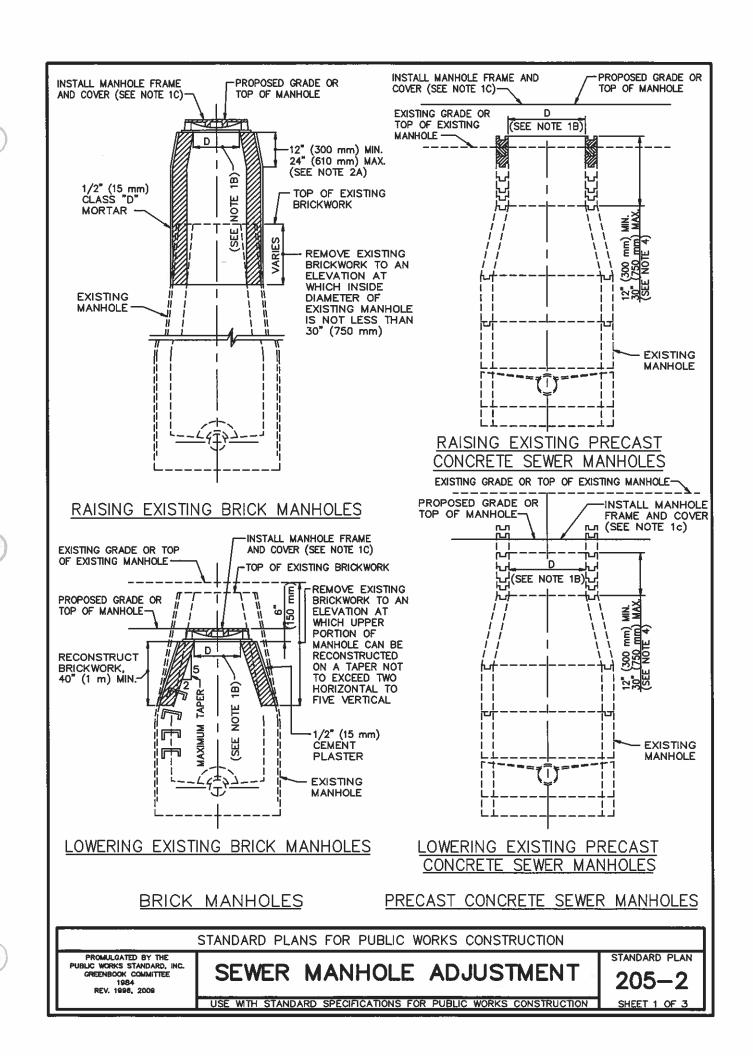
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984
REV. 1996, 2009

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

130-2

SHEET 1 OF 1



1. GENERAL

- A. EXCEPT AS INDICATED HEREON OR ON THE PLANS, MANHOLES SHALL CONFORM TO: SPPWC 200, PRECAST CONCRETE SEWER MANHOLE AND SPPWC 203, BRICK SEWER MANHOLE.
- B. DIMENSION "D" SHALL BE THE SAME AS THE SIZE OF MANHOLE FRAME AND COVER TO BE USED.
- C. THE CONTRACTOR MAY REUSE THE EXISTING MANHOLE FRAME AND COVER, UNLESS DAMAGED DURING THE WORK OR WHEN OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. ITEMS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH IDENTICAL NEW ITEMS AT NO EXPENSE TO THE AGENCY.
- D. EXISTING STEPS LOCATED WITHIN REMOVAL LIMITS SHALL BE REPLACED. WHEN REMOVAL OF EXISTING STEPS BEYOND THE MANHOLE REMOVAL LIMITS IS SHOWN ON THE PLANS, THE STEPS SHALL BE REMOVED TO A DEPTH OF 2" (50 mm) BEYOND THE INSIDE FACE OF THE BRICK MANHOLE AND THE HOLES SHALL BE FILLED WITH CLASS "D" MORTAR.

2. RAISING EXISTING BRICK MANHOLES

- A. BRICK MANHOLES TO BE RAISED LESS THAN 1' (300 mm) MAY BE EXTEND VERTICALLY, PROVIDED THAT AT A DEPTH OF 2 1/2' (750 mm) BELOW THE TOP OF THE MANHOLE AT ITS NEW ELEVATION, THE INSIDE DIAMETER OF THE MANHOLE IS 30" (750 mm) OR GREATER.
- B. BRICK MANHOLES TO BE RAISED LESS THAN 3 1/2" (90 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING BRICKWORK. IF THE BRICK MANHOLE IS TO BE RAISED 3 1/2" (90 mm) OR MORE, A NEW COURSE OR COURSES OF BRICKWORK SHALL BE PLACED ON TOP OF THE EXISTING BRICKWORK.

3. LOWERING EXISTING BRICK MANHOLES

- A. WHERE A BRICK MANHOLE IS TO BE LOWERED LESS THAN 1' (300 mm), THE FRAME MAY BE RESET ON THE EXISTING BRICKWORK AND THE 40" (1 m) MINIMUM BRICKWORK RECONSTRUCTION OMITTED, PROVIDED THAT THE BASE OF THE FRAME DOES NOT OVERHANG THE BRICKWORK ON THE INSIDE SURFACE OF THE MANHOLE MORE THAN AN AVERAGE OF 1 1/2" (35 mm) IN ANY QUADRANT NOR MORE THAN 2" (50 mm) AT ANY POINT.
- 4. RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES
 - A. PRECAST CONCRETE MANHOLES TO BE RAISED LESS THAN 3" (75 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING MANHOLE, PROVIDED THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, DOES NOT EXCEED 3" (75 mm).
 - B. WHERE THE PRECAST CONCRETE MANHOLE IS TO BE RAISED 3" (75 mm) OR MORE, OR WHERE THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, WOULD EXCEED 3" (75 mm), GRADE RINGS SHALL BE UTILIZED. CLASS "D" MORTAR MAY BE USED FOR FINAL ADJUSTMENT, BUT NOT MORE THAN 3" (75 mm) IN HEIGHT. WHERE RAISING THE MANHOLE WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING MORE THAN 30" (750 mm) IN HEIGHT, REMOVE THE REDUCER AND THE UPPER SEGMENT OF THE SHAFT, INSTALL ADDITIONAL RINGS OR PIPE TO THE LOWER SEGMENT OF THE SHAFT, AND REINSTALL THE REDUCER AND GRADE RINGS AS REQUIRED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

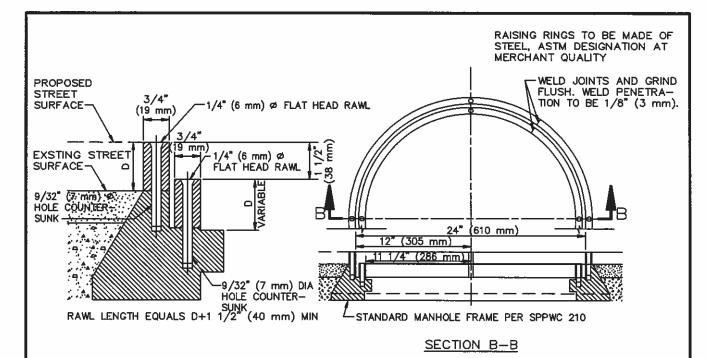
205-2

SHEET 2 OF 3

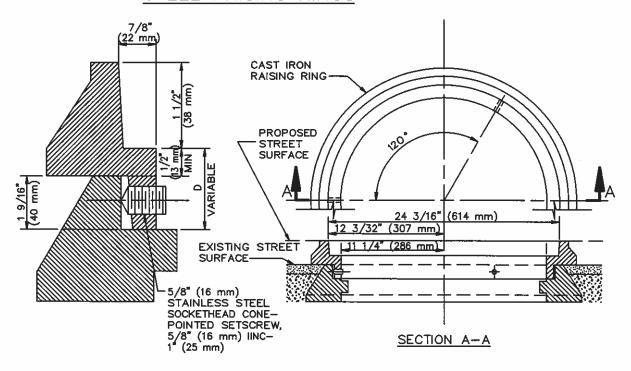
- 5. LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES
 - A. REMOVE SUFFICIENT GRADE RINGS TO LOWER THE MANHOLES AS REQUIRED, APPLY CLASS "D" MORTAR TO A HEIGHT NOT EXCEEDING 3" (75 mm) FOR ADJUSTMENT TO FINAL GRADE.
 - B. WHERE REMOVAL OF GRADE RINGS WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING LESS THAN 12" (300 mm) IN HEIGHT, REMOVE THE REDUCER AND SUFFICIENT SECTIONS OF THE LOWER SEGMENT OF THE SHAFT AND REINSTALL ANY NECESSARY SEGMENT OF THE LOWER SHAFT, THE REDUCER, AND THE GRADE RINGS TO CONFORM TO THE REQUIREMENTS OF THIS PLAN.
 - C. EXISTING GRADE RINGS NEED NOT BE REMOVED IF EXISTING MORTAR IS REMOVED. AND AT LEAST 1 1/2" (35 mm) OF MORTAR MAY BE PLACED ON TOP OF THE EXISTING GRADE RINGS TO RESEAT THE FRAME.
- REPLACEMENT OF BRICK REDUCER WITH PRECAST CONCRETE REDUCER AND SHAFT UNLESS OTHERWISE INDICATED ON THE PLANS, THE CONTRACTOR MAY INSTALL A PRECAST CONCENTRIC CONCRETE REDUCER, CONCRETE GRADE RINGS, AND CONCRETE PIPE IN LIEU OF RECONSTRUCTING A BRICK REDUCER, PROVIDED:
 - A. THE MAXIMUM ID OF SEWER PIPE CONNNECTED TO THE MANHOLE DOES NOT EXCEED 8" (200 mm).
 - B. THE CONTRACTOR SECURES PRIOR APPROVAL FROM THE ENGINEER TO INSTALL THE CONCENTRIC REDUCER ONTO THE MANHOLE SHAFT. THE ENGINEER MAY, AS PART OF THE INSTALLATION REQUIREMENTS, REQUIRE THE CONTRACTOR TO COAT THE INSIDE OF THE REDUCER, RINGS, AND PIPE WITH AN APPROVED COATING.
 - C. THE CONCRETE GRADE RINGS, THE CONCRETE REDUCER, AND ANY CONCRETE PIPE SHALL BE JOINED TOGETHER AND BEDDED ONTO THE EXISTING BRICK MANHOLE WITH CLASS "D" MORTAR. THE DEPTH, WIDTH, AND THICKNESS OF THE MORTAR SHALL BE OF SUFFICIENT DIMENSIONS TO PROPERLY AND ADEQUATELY JOIN AND BED THE COMPONENT PARTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

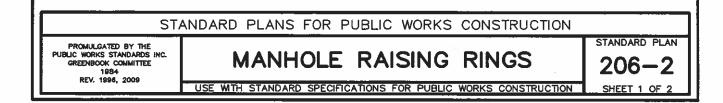
STANDARD PLAN 205-



STEEL RAISING RINGS



CAST IRON RAISING RINGS



- 1. MACHINE SEATS FROM CAST IRON RINGS.
- 2. THE CAST IRON USED SHALL CONFORM TO SSPWC 206-3.
- 3. THE METAL RAISING RINGS MAY BE USED IN LIEU OF THE REGULAR METHOD OF ADJUSTMENT UTILIZING MORTAR OR BRICK AND MORTAR UNDER THE FOLLOWING CONDITIONS.
 - A. ONLY ONE ADJUSTMENT WITH RAISING RINGS WILL BE ALLOWED ON ANY MANHOLE.
 - B. MAXIMUM "D" SHALL BE 3" (75 mm).

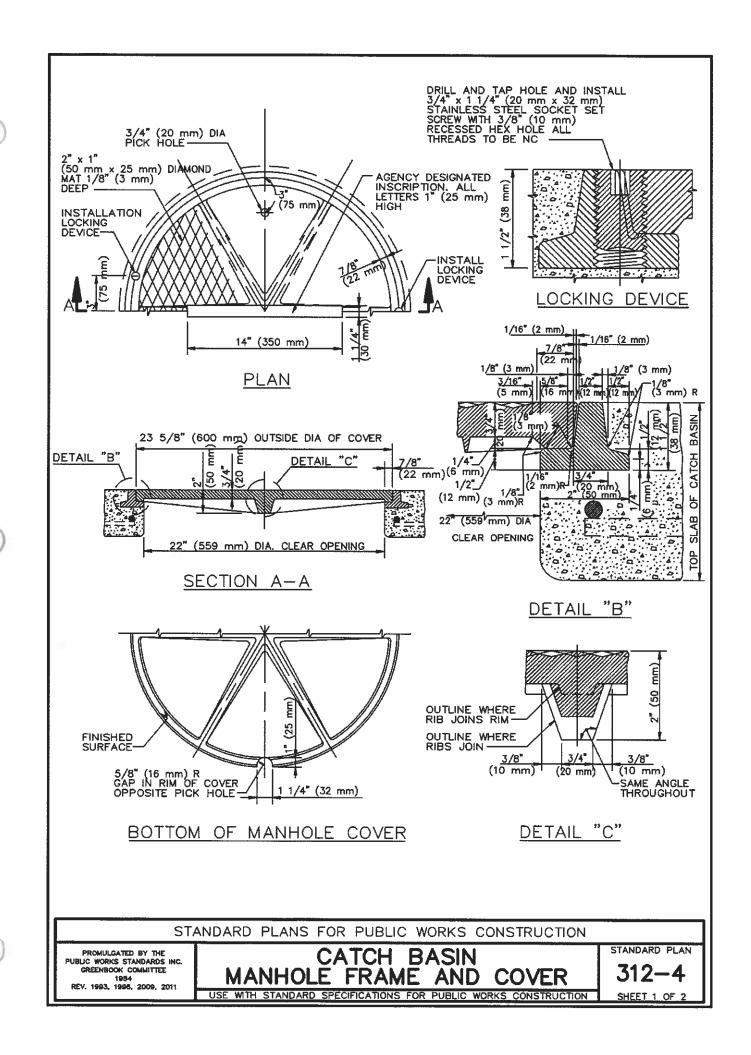
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

MANHOLE RAISING RINGS

STANDARD PLAN

206-2

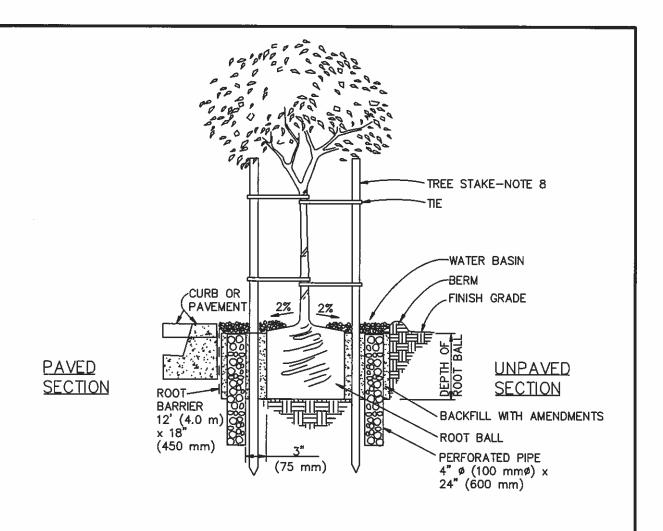
SHEET 2 OF 2

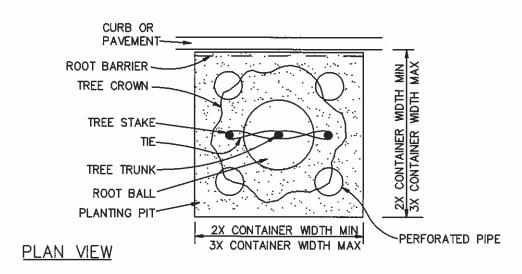


- 1. THE CAST IRON USED SHALL CONFORM TO ASTM A48M CLASS 35B.
- 2. THE FRAME AND COVER SHALL BE COATED WITH ASPHALTUM OR BITUMINOUS PAINT AFTER TESTING AND INSPECTION.
- 3. FOUNDRY IDENTIFYING MARK, HEAT AND DATE SHALL BE CAST ON THE BOTTOM OF THE COVER AND ON THE INSIDE OF THE FRAME.
- 4. IMPORTED COVERS AND FRAMES SHALL HAVE THE COUNTRY OF ORIGIN MARKING IN COMPLIANCE WITH FEDERAL REGULATIONS.
- 5. WEIGHT OF FRAME SHALL BE 30 POUNDS (15 kg). WEIGHT OF COVER SHALL BE 85 POUNDS (40 kg). ACTUAL WEIGHTS SHALL BE WITHIN A RANGE OF 95% TO 110%.
- 6. THE MANHOLE FRAME AND COVER SHALL BE INSPECTED BY THE ENGINEER PRIOR TO SHIPMENT TO THE WORK SITE. ACCEPTANCE WILL BE INDICATED BY THE AGENCY'S MARK.
- 7. AGENCY INSCRIPTION SHALL BE AS SPECIFIED ON THE PLANS OR SPECIAL PROVISIONS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

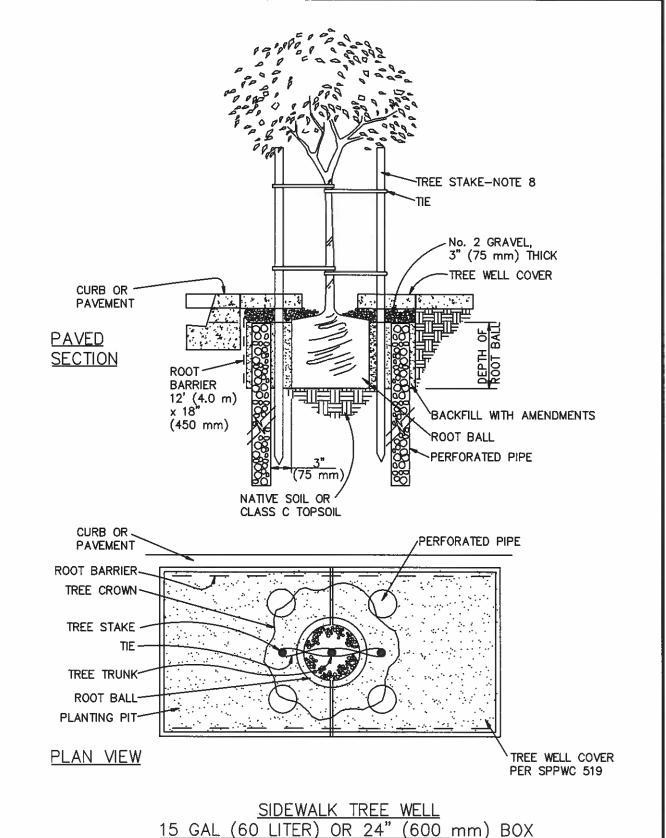
STANDARD PLAN





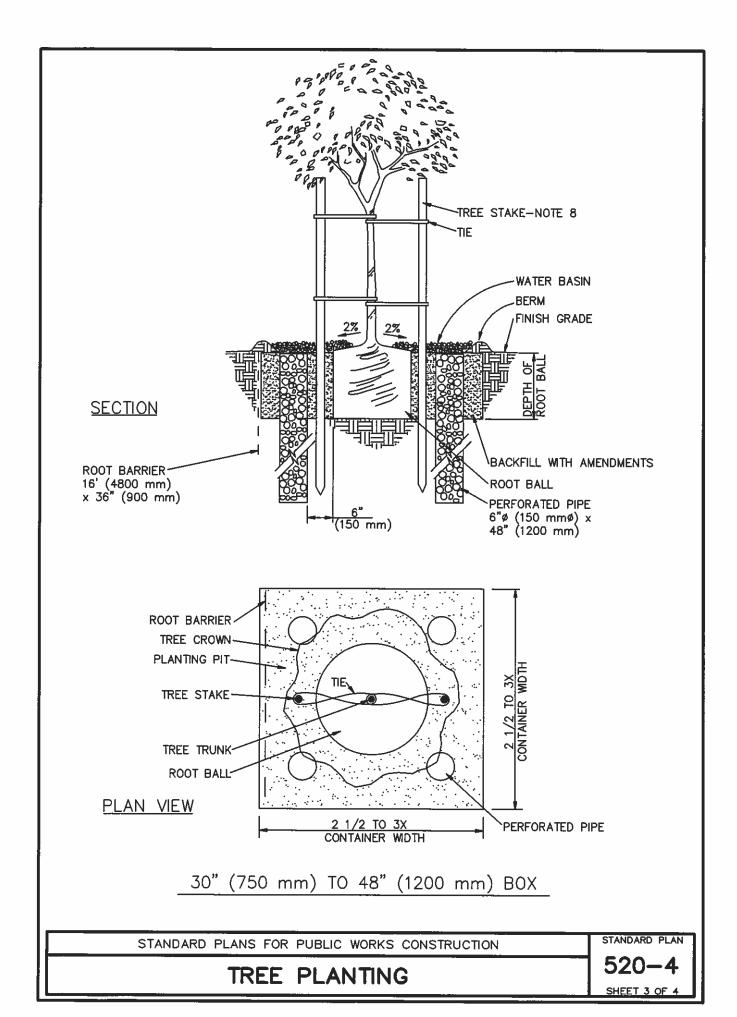
UNPAVED PARKWAY 15 GAL (60 LITER) OR 24" (600 mm) BOX





15 GAL (60 LITER) OR 24" (600 mm) BOX

STANDARD PLAN STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION TREE PLANTING



- 1. SET TOP OF ROOT BALL 1" (25 mm) ABOVE FINISH GRADE.
- FOR 24" (600 mm) BOX TREES OR SMALLER, INSTALL ROOT BARRIERS IF TRUNK IS WITHIN 5' (1.5 m) OF CURB OR WALK.
 FOR 30" TO 48" (750 mm TO 1200 mm) BOX TREES, INSTALL ROOT BARRIERS IF TRUNK IS WITHIN 10' (3.0 m) OF CURB OR WALK.
- 3. AMEND BACKFILL MIX PER SPECIFICATIONS. LEAVE TRUNK AND ROOT FLARE VISIBLE.
- 4. SET PERFORATED PIPE FLUSH WITH TOP OF BACKFILL. FILL PIPE WITH No. 2 GRAVEL PER SSPWC TABLE 200-1.4.(B) AND COVER WITH FILTER FABRIC. WRAP FABRIC 6" (150 mm) DOWN SIDES OF PIPE.
- 5. FORM 3 1/2" (90 mm) HIGH BERM AROUND BACKFILL AS A WATER BASIN.
- 6. TOP WATER BASIN WITH 3 1/2" (90 mm) OF No. 2 GRAVEL OR TYPE 1 MULCH PER THE SPECIAL PROVISIONS. KEEP GRAVEL OR MULCH 3 1/2"(90 mm) CLEAR OF TRUNK. LEAVE TRUNK AND ROOT FLARE VISIBLE.
- 7. REMOVE ALL NURSERY STAKES.
- 8. INSTALL NEW TREE STAKES PER SPPWC 518.
- 9. FASTEN TREE TO STAKES PER 308-4.6, TWO TIES PER STAKE.
- 10. AFTER PLANTING, PRUNE THE TREE AS APPROVED BY THE ENGINEER.
- 11. ROOT BARRIER, WHERE SHOWN, SHALL BE 80 MIL (2.0 mm) THICK.

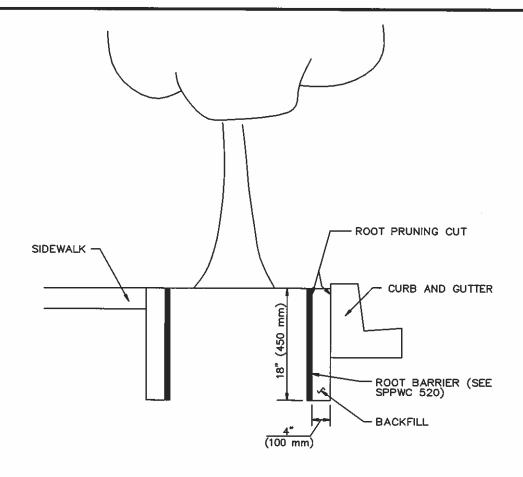
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

TREE PLANTING

STANDARD PLAN

520-4

SHEET 4 OF 4



- WHERE EXISTING PARKWAY TREES HAVE BEEN ROOT PRUNED, INSTALL CONTINUOUS, LINEAL ROOT BARRIER ADJACENT TO THE CURB AND/OR SIDEWALK.
- 2. LENGTH AND LOCATION OF ROOT BARRIER SHALL BE DETERMINED BY ENGINEER.
- 3. ROOT SEALER SHALL BE APPROVED BY THE ENGINEER AT LEAST 48 HOURS IN ADVANCE OF THE PRUNING OPERATION. IT SHALL BE APPLIED TO ALL CUT ROOT AREAS WHICH ARE LARGER THAN 2" (50 mm) IN DIAMETER. THE SEALER SHALL BE APPLIED AS SOON AS PRACTICAL AFTER THE CUTS HAVE BEEN MADE.
- 4. ROOT BARRIERS SHALL BE FABRICATED FROM A HIGH DENSITY, HIGH IMPACT PLASTIC AND BE EXPRESSLY DESIGNED FOR THE PURPOSE OF ROOT DEFLECTION.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARD, INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

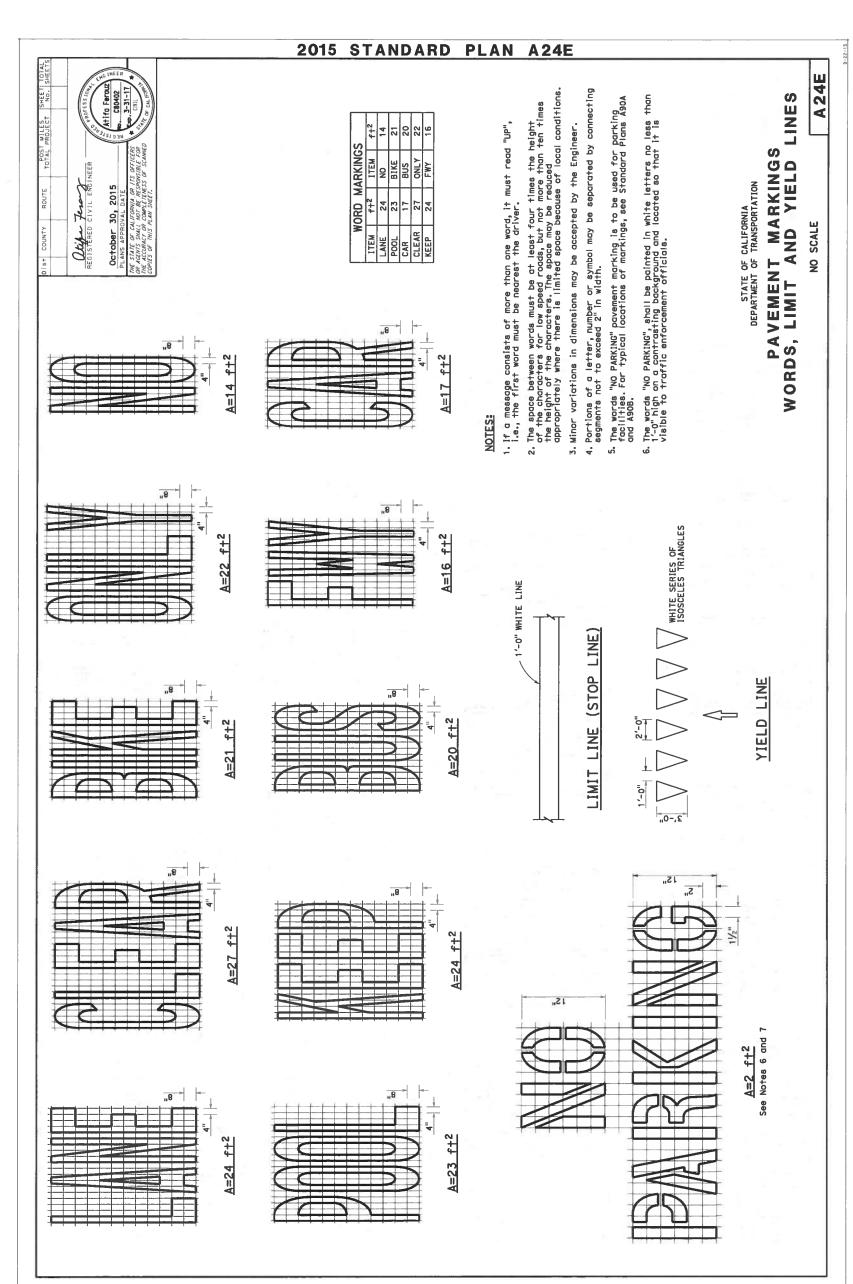
ROOT PRUNING

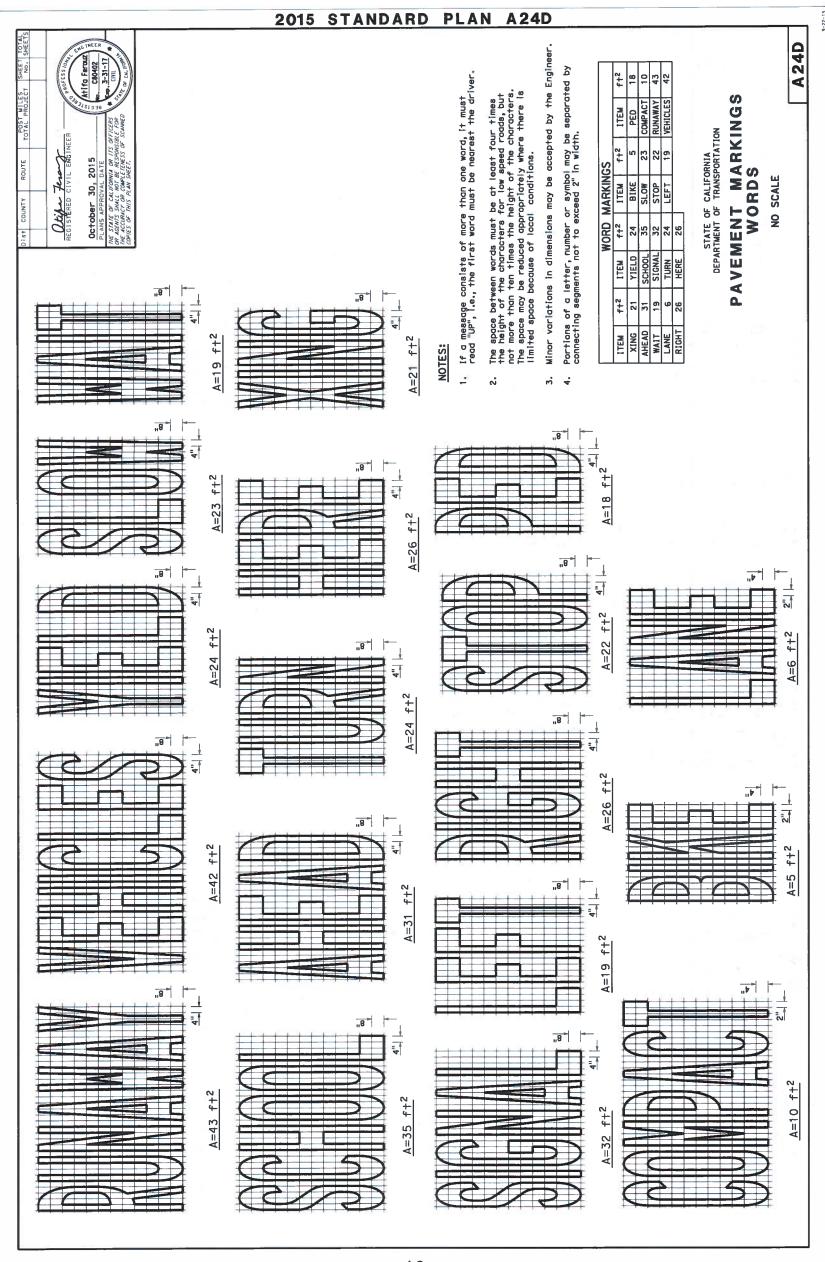
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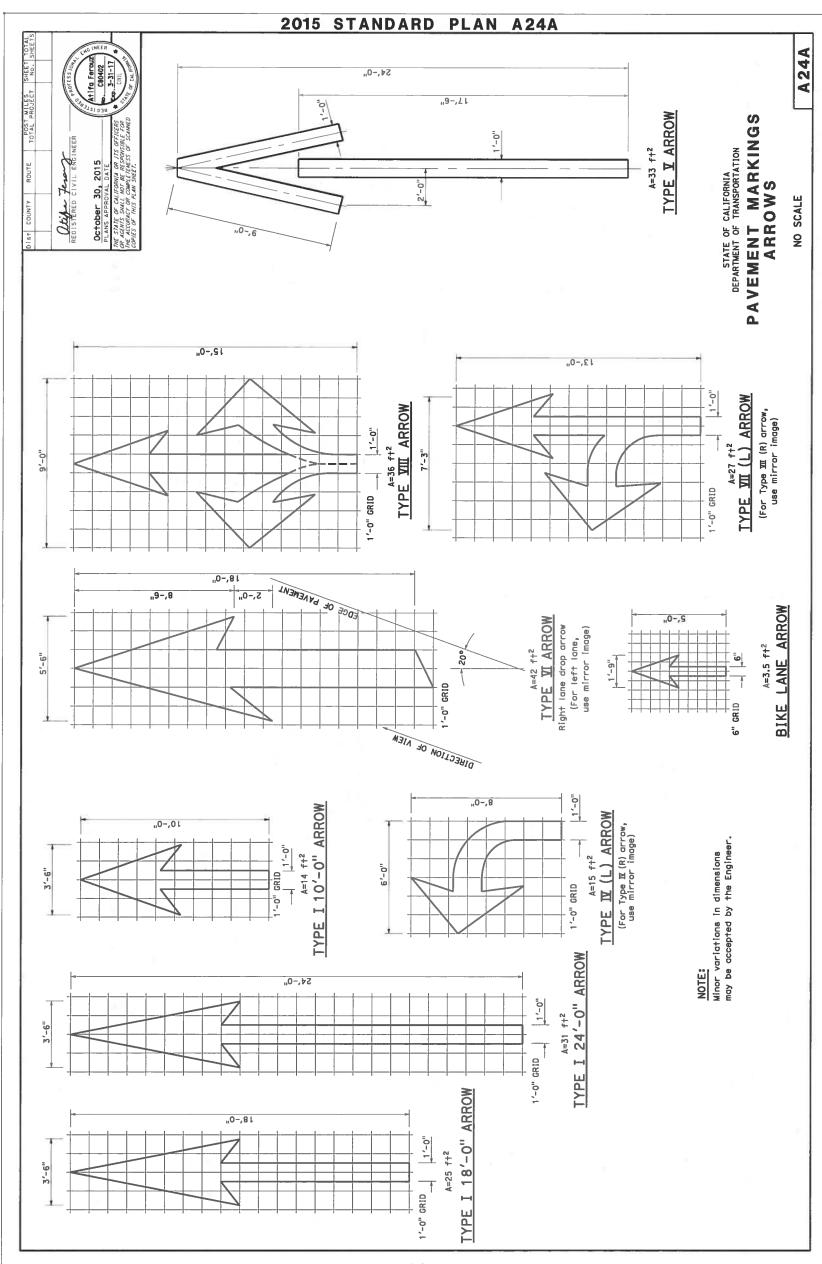
523-2

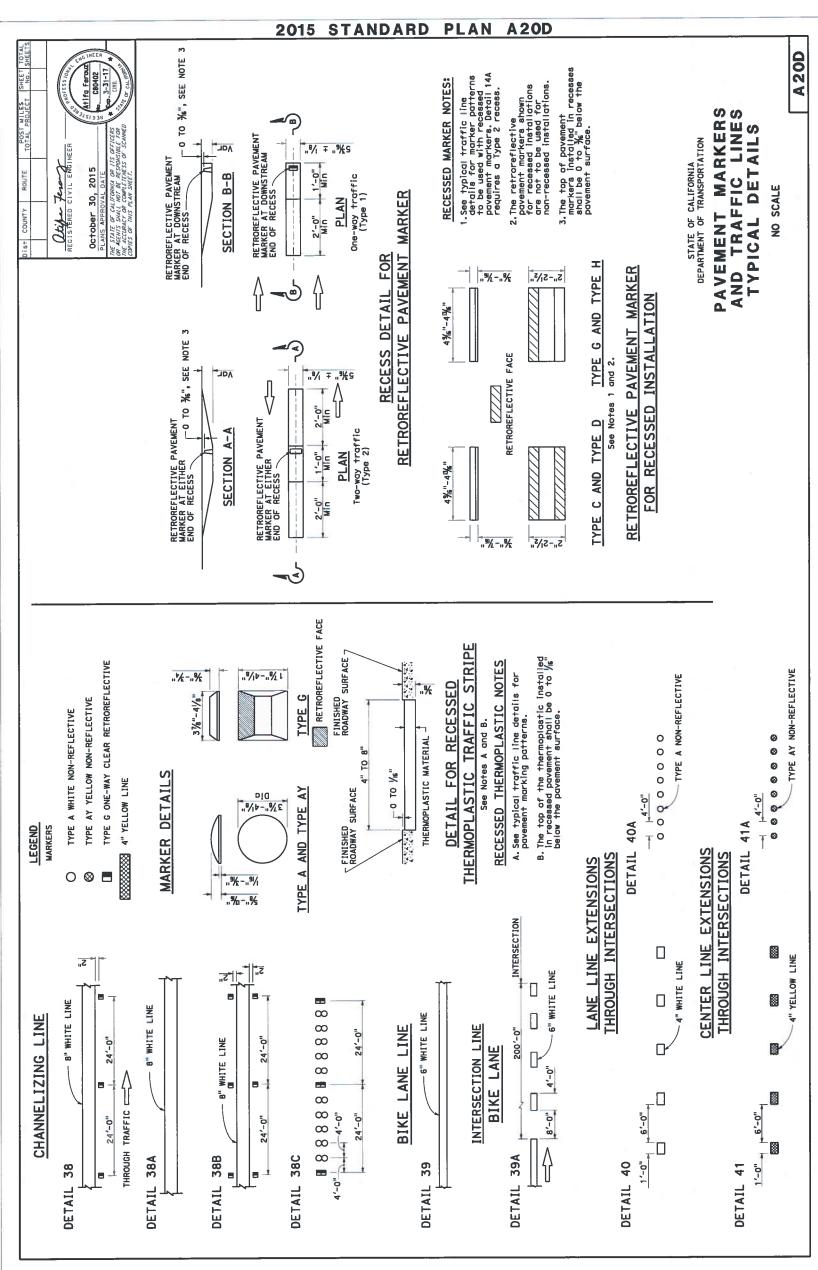
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

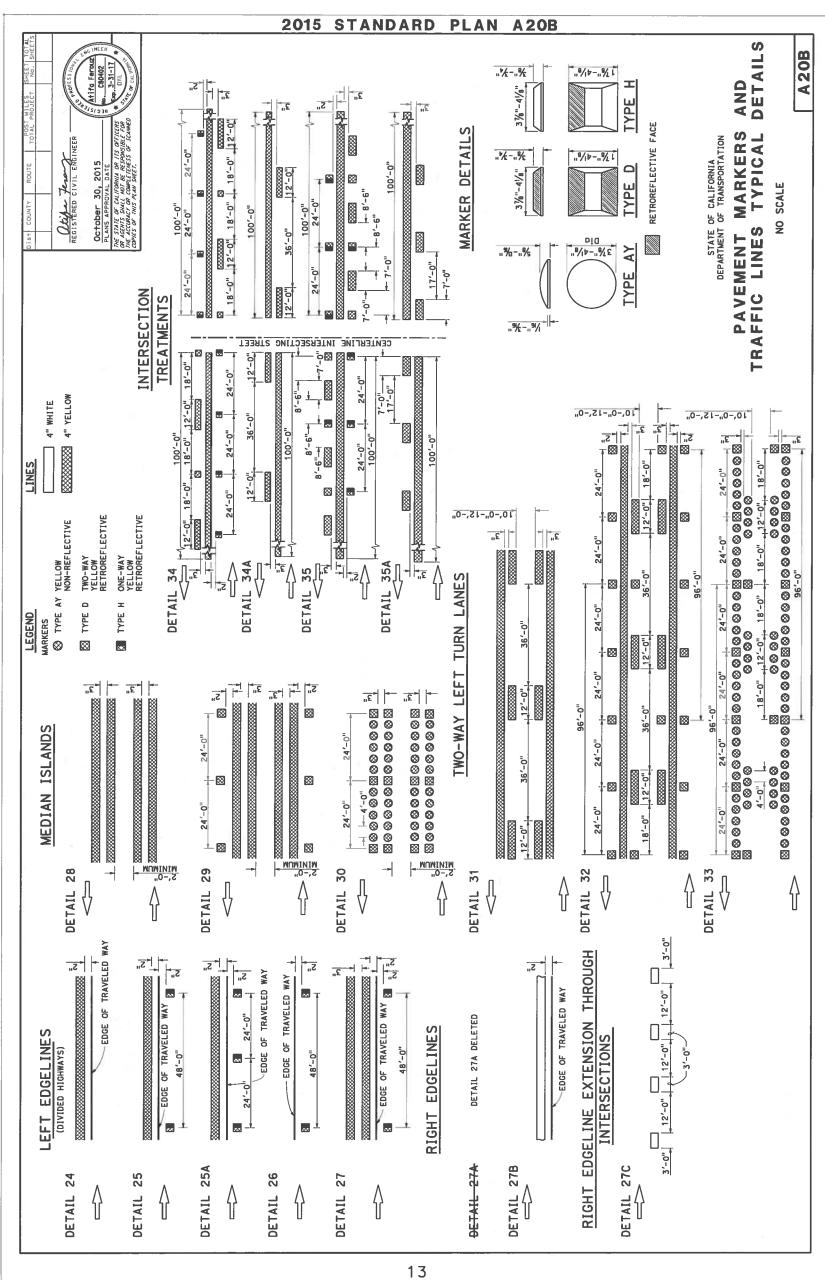
SHEET 1 OF 1

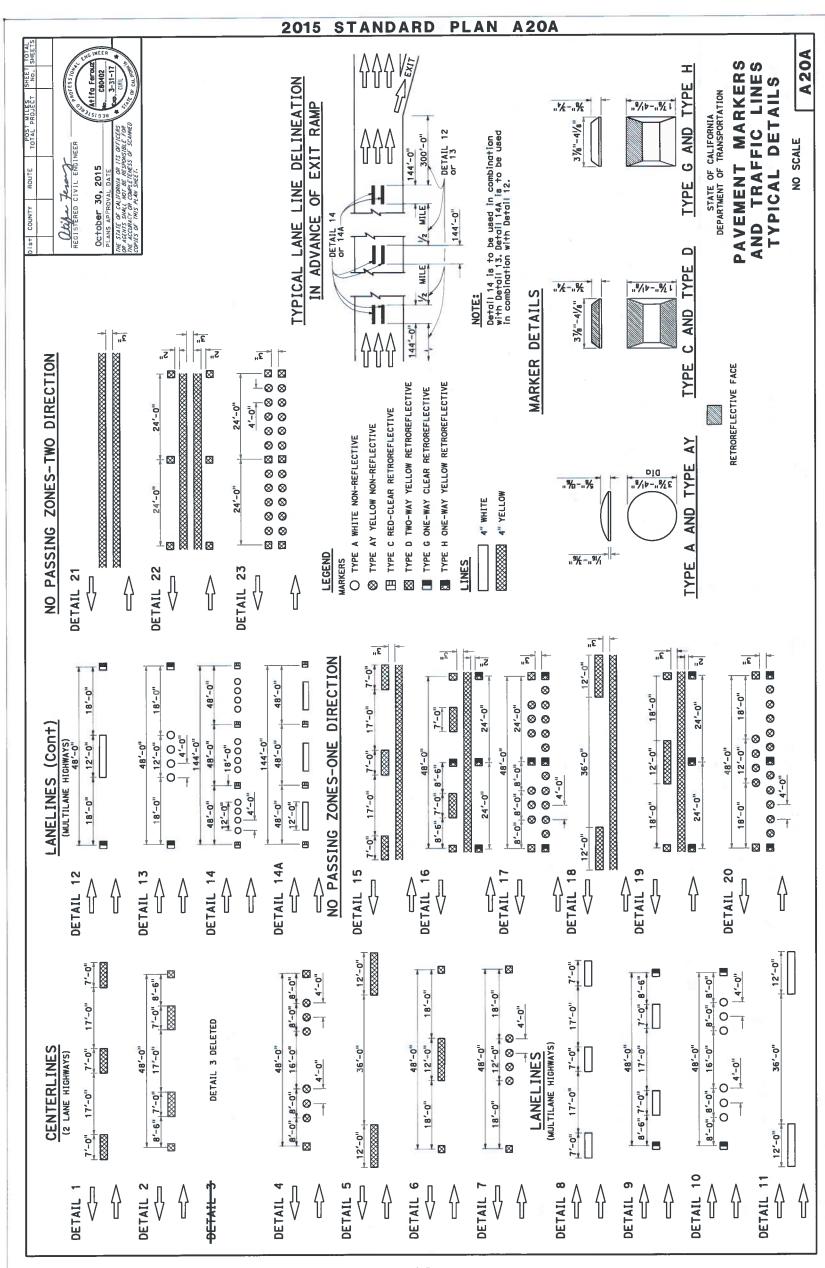














CONTRACT CHANGE ORDER (CCO) FORM

CITY OF LYNWOOD

DEPARTMENT OF PUBLIC WORKS

Date:	CCO No Project No.
Project Title:	
Plan Reference:	Item Reference:
Contractor:	

Show as separate numbered paragraphs: (1) Reason for Change; (2) Description of Change; (3) Location of change (Stations, etc.); (4) Change in Contract Cost; (5) Extension of Contract, if warranted; (6) New Contract Total Including All Change Orders.

APPENDIX C

SUBSTITUTION REQUEST FORM

TO:		
PROJECT:	«ExtendProjectTitle»	<u>.</u>
PROJECT NO: «Pro	jectNumber» .	
OWNER: CITY OF LYNV	WOOD	
SPECIFIED ITEM:		
Section	Page Paragraph	Description
The undersigned reques	ts consideration of the following:	
PROPOSED SUBSTITU	TION:	
Attached data includes padequate for evaluation	oroduct description, specifications of the request. Applicable portion	s, drawings, photographs, performance and test data are clearly identified.
The undersigned states	that the following paragraphs, un	lless modified on attachments, are correct:
1. The proposed substituthe Contract Documents		shown on Drawings and will not require a change in any of
	pay for changes to the design, including the substitution which is estimated to	cluding engineering design, detailing, and construction costs to be
	ution will have no adverse affect on physical street on the completion, or specified warranty	on other contractors, the construction schedule (specifically requirements.
4. Maintenance and serv	rice parts will be locally available	for the proposed substitution.
5. The incorporation or u or royalty.	se of the substitute in connection	n with the work is not subject to payment of any license fee
The undersigned further or superior to the Specifi		ance, and quality of the Proposed Substitution are equivalent
Submitted by Contractor	:	Reviewed by Engineer:
SIGNATURE:		□ ACCEPTED
FIRM:		ACCEPTED AS NOTED
		DOT ACCEPTED
DATE:		□ RECEIVED TOO LATE

TELEPHONE:	
	TITLE:
	DATE:
ATTACHMENTS:	REMARKS:

APPENDIX D

Labor Code Section 1771 Requirement of prevailing local rate for work under contract

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Labor Code Section 1775

Forfeiture for paying less than prevailing wage rates; Amount of penalty; Payments to workers; Liability of prime contractor; Notification of complaint

(a)

(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)

- **(A)** The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)

- (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for

each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

- **(C)** When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
- **(D)** The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
- **(E)** The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- **(b)** If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- **(2)** The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- **(4)** Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- **(c)** The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages

Labor Code Section 1777.5 Employment of apprentices on public works

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- **(b)** Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

- **(c)** Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- **(f)** The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- **(g)** The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular

craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- **(k)** An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- **(4)** Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (I) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)

- (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- **(2)** At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
- **(B)** If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
- **(C)** All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- **(o)** This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

Labor Code Section 1776

Payroll record of wages paid; Inspection; Forms; Effect of noncompliance; Penalties

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
- **(2)** The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- **(b)** The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- **(2)** A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon

request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

- **(c)** The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- **(f)** The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- **(h)** The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Labor Code Section 1813 Penalty when workman required to work excess hours; Stipulation in contract; Cognizance and report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Labor Code Section 1815 Work performed in excess of specified hour limitations; Compensation

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay.

APPENDIX E

SOIL INVESTIGATION FOR THE EXISTING AC PAVEMENT STRUCTURE

Under Separate Cover

Project Title: STREET IMPROVEMENT PROJECT

OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

Project Number: CITY OF LYNWOOD PROJECT NO. 4011.68.049

APPENDIX F

PLANS (CONTRACT DRAWINGS)

Under Separate Cover

Project Title: <u>STREET IMPROVEMENT PROJECT</u>

OLANDA STREET FROM CARLIN AVENUE TO GIBSON AVENUE VIRGINIA AVENUE FROM BULLIS ROAD TO THORSON AVENUE

Project Number: CITY OF LYNWOOD PROJECT NO. 4011.68.049