

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS FOR
SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON
BOULEVARD, PP-022**



CITY OF CULVER CITY

Bid No. # 2629

Public Works Department
City of Culver City

9770 Culver Boulevard

Culver City, CA 90232-0507

(310) 253-5600

H. Yanni Demitri, P.E., T.E., MSCE, Public Works Director/City Engineer

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NOTICE INVITING BIDS

**CITY OF CULVER CITY
NOTICE INVITING SEALED BIDS**

FOR

SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP-022

Bid No. #2629

1. ANNOUNCEMENT

Notice is hereby given that sealed bids will be accepted by the City of Culver City, California, for furnishing all labor, services, materials, and equipment, and performing all work to provide for a complete and acceptable project, including site work for: **SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP-022** in the City of Culver City and in strict accordance with the plans and specifications in the Office of the Public Works Director and City Engineer of the City of Culver City, 9770 Culver Boulevard, Culver City, CA. 90232.

2. DESCRIPTION OF WORK:

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required in the specifications and contract documents. The general item of work involves the stabilization and restoration of an existing slope through debris removal, regrading, and structural reinforcement. Work includes reshaping the slope, installing soil nails for reinforcement, and applying TECCO® GREEN high-tensile steel mesh for surface stabilization and erosion control, including all other items not mentioned but indicated in the Plans and Specifications.

3. COMPLETION OF WORK:

All work to be done under this contract shall be completed within **60 working days**, beginning on the date stipulated in the written "Notice to Proceed" issued by the City Engineer. **The Contractor's working hours shall be limited to the hours of 8:00 am to 5:00 pm Monday through Friday, 9:00 am to 7:00 pm on Saturday, and 10:00 am to 7:00 pm on Sunday.**

4. BIDDING PROCEDURES

All bids and bidding procedures must comply with the "Instruction to Bidders", Section B of the Bid Documents.

5. SUBMISSION OF BIDS

Bids must be submitted electronically through Culver City PlanetBids, by or before 3:00 p.m. (PST) on Thursday, **MONTH DATE YEAR** ("Bid Deadline"). The electronic procurement system will not accept any Bids after the Bid Deadline. Only a Bid submitted electronically through Culver City's PlanetBids will be considered for evaluation. No separate hardcopy materials will be accepted by the City.

Any and all changes in the bid documents will be made by written addendum, which shall be issued by the City to all prospective bidders who have registered for the bid documents via the City's electronic procurement system, [Culver City PlanetBids](#).

6. BID SECURITY

Each Bidder shall submit a form of Bid Guaranty such as a money order, a cashier's check, certified check, cash, or surety bond for the sum of ten percent (10%) of the total amount of the bid and made payable to the City of Culver City as a guaranty that the Bidder, if its bid is accepted, will enter into a satisfactory contract and furnish a bond for the faithful performance thereof, and for the payment of

labor and materials costs, and insurance in accordance with the requirements of the contract documents.

7. BID DOCUMENTS

A copy of the plans and specifications may be obtained via the City's electronic procurement system, [Culver City PlanetBids](#).

8. PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held at **TIME on Thursday, MONTH DAY YEAR** via teleconference. The meeting invitation for the teleconference is **WEBEX MEETING LINK**. The meeting ID is **XXXXXXXXXXXX**. The passcode is **XXXXXXX**. This meeting will give bidders the opportunity to present, discuss, and receive answers on technical questions regarding the project. Attendance of all bidders at the pre-bid conference is recommended but is not mandatory.

9. FORM AND STYLE OF BIDS

Bids must be prepared on the forms provided with the BID DOCUMENTS and must be in compliance with the INSTRUCTIONS TO BIDDERS. Bidders shall not change the wording of the forms provided, except as required by Addendum.

10. QUESTIONS/REQUESTS FOR INTERPRETATION

Pursuant to Section B-6, all questions shall be directed through [Culver City PlanetBids](#) by **MONTH DAY YEAR**. All firms registered for the bid will receive responses to all questions and any other addenda that may be released, electronically by **MONTH DAY YEAR**.

11. RIGHT TO REJECT BIDS

The Owner reserves the right to reject any or all bids as the best interests of the Owner may dictate. Bidders are referred to Section B-18 of the "INSTRUCTIONS TO BIDDERS," for additional qualification requirements.

12. SHORING

Pursuant to the provisions of the California Labor Code Section 6707, each bid submitted in response to this Invitation to Bid shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the Owner, the Engineer, the Construction Manager, and their employees, agents and subconsultants.

13. WAGE RATES

In accordance with the California Labor Code, no worker employed in work under contract to the Owner shall be paid less than the State of California Prevailing wage rates. Contractor shall comply with all other Federal, State and local laws related to labor.

Pursuant to California Labor Code Section 1771.1(a), "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

14. CONTRACTOR'S LICENSE

All bidders shall be licensed under provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the Owner has determined that the Contractor shall possess a valid Class "A", "C-12", or "C-27" License at the time that the bid is submitted. Failure to possess the specified license shall render the bid as non-responsive

--End of Section--

SECTION B

INSTRUCTIONS TO BIDDERS

SECTION B - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Alternate Bid

"Alternate Bid" shall mean an amount stated in the Bid as set forth in the supplementary bid forms, to be added to or deducted from the Total Base Bid, if the corresponding substitution or change in the Work, materials or other items as described in the Bid Documents, is accepted by Owner.

Total Base Bid

"Total Base Bid" shall mean the sum stated in the Total Base Bid Form for which the Bidder offers to perform the Work described in the Bidding Documents. The Total Base Bid is the base to which work, materials, or other items may be added to or from which work, materials, or other items may be deleted, for sums stated in the Alternate Bid form.

Bid Date

"Bid Date" shall mean the deadline (including date and time) set forth in the Notice Inviting Bids accompany these Instructions.

Bid Form

"Bid Forms" shall mean the Total Base Bid Form, the Supplementary Bid Forms, and other additions attached hereto, all of which constitute part of the Bid Documents.

Bid Documents

"Bid Documents" shall mean all documents provided by Owner to Bidder for Bidder's use and consideration in preparation of its Bid. Bidding documents include the Notice Inviting Bids, these Instructions to Bidders and any supplements or additions hereto, the Bid Proposal Form, the Supplementary Bid Forms, the Statement of Contractor's Qualifications, other sample bid and contract forms, the Contract Documents, Drawings, Plans, and Specifications, all documents referenced in the Contract Documents, and all Addenda issued prior to execution of the Contract.

Bidder

"Bidder" shall mean any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the work, acting directly or through a duly authorized representative.

Sub-bidder

"Sub-bidder" shall mean a person or entity who submits a Bid to a Bidder for materials, equipment or labor (including quantity surveyors) for a portion of the Work and who is identified on the appropriate Supplementary Bid Form.

Contract Documents

"Contract Documents" shall mean all documents executed by Owner and Bidder to evidence their agreements relating to the Work. The Contract Documents include, but are not limited to, the Owner-Contractor Agreement; any supplementary and other conditions or provisions; the Drawings, the Plans, the Specifications and all Addenda issued prior to execution of the Owner-Contractor Agreement; and all modifications thereof.

Unit Price

"Unit Price" shall mean an amount stated in the Supplementary Bid Form as a price unit of measurement for materials, equipment and/or services or a portion of the Work as described in the Bid Documents, and shall include all elements of the described portion of the Work, including materials, labor, overhead and profit.

Work

"Work" shall mean the construction required by the Contract Documents, Specifications and Standard Drawings and includes all tools, materials, and labor necessary to produce such construction and all materials and equipment incorporated or to be incorporated in such construction.

2. BID AND BID FORMS

Owner Supplied Forms

Bid forms (Section C, "Bid Forms") have been provided with this document (inserted under the front cover) by the Office of the Public Works Director/City Engineer of the City of Culver City. All bids for this project must be submitted on said original supplied by the Office of the City Engineer of the City of Culver City. Copies of the bid forms made from Section C of this bound Specification by the Contractor shall not be allowed. Bid forms shall be completely filled out and signed by the Bidder or, if a partnership, by all partners or, if a corporation, by its President, Secretary and Treasurer, in the designated spaces.

Filling-in Forms

All blank spaces for unit prices, extensions and totals must be filled in. Signatures shall be completely and personally executed. If erasures are made, they must be initialed by the Bidder over his signature.

Modifications Prohibited

Bids shall not contain any recapitulation, inserted by the Bidder, of work to be done. Alternative proposals will not be considered unless specifically requested. No oral or telephone modifications will be considered.

Submitting Bids

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, the Bidder's business address and the name of the project for which the bid is submitted. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened. It is the sole responsibility of the Bidder to see that his bid is timely received.

ALTERNATE BIDS

The Contractor shall complete bid schedules for all Alternate Bids. Failure to complete all bid schedules will be considered a non-responsive bid.

Bids May Be Rejected

Bids may be rejected if there is any alteration of the bid form, additions not called for, conditional bids, qualifying provisions, incomplete entries, or irregularities of any kind. The Owner reserves the right to reject any or all bids.

3. ADDENDA

3.1 Mailed Addenda

Addenda will be mailed and/or faxed to all bidders who have received complete sets of Bid documents. Copies of Addenda will be made available for inspection in the Office of the Public Works Director/City Engineer at 9770 Culver Boulevard, Culver City, California, 90232.

3.2 Acknowledgment of Addenda

Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge its receipt in the Bid Form.

4. INTERPRETATION OF PLANS AND SPECIFICATIONS

If any person contemplating submitting a bid for the project is in doubt as to the meaning of any requirement of plans or specifications or finds any discrepancies in or omissions from the plans or specifications, he may submit to the Public Works Director/City Engineer a written request for an interpretation or correction thereof. The person making the request will be responsible for its prompt delivery. Interpretations or corrections will be made by addenda to specifications or by dated revisions of plans with a copy of each addition or change being furnished, through the Public Works Director/City Engineer or Construction Manager, to each known prospective Bidder. Questions concerning the contract form, bonding requirements or similar documents shall be directed to the City Attorney through the Office of the City Engineer.

5. EXAMINATION OF SITE, PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

Each Bidder shall carefully examine the plans, these specifications and the forms for all other contract documents, and shall visit the site of the proposed work to fully inform him/herself of all existing conditions and limitations that may affect the execution and cost of work under the contract. He/She shall include in the individual bid prices the cost of all labor, materials, supplies, overhead and profit for each such bid item. The failure or omission of any Bidder to obtain and examine the plans or specifications, any form, instrument, addendum, or any other document, or to visit and acquaint him/herself with conditions at the construction site, shall in no respect relieve him/her from any obligation imposed by his/her bid or by award or execution of the contract. The submission of a bid shall be taken as prima facie evidence that the Bidder has read, understands and agrees to comply with all instructions contained herein.

6. COMPLETE BIDDING AND CONTRACT DOCUMENTS

A complete set of Bid documents contains the following documents:

1. Notice Inviting Bids, Section A;
2. Instruction to Bidders, Section B;
3. Bid Forms, Section C;
4. Award and Execution of Contract, Section D;
5. Special Provisions, Section E;
6. Technical Specifications, Section F, appendices and appended drawings.

7. BID GUARANTY

Bid Guaranty Enclosed With Bid

Each bid shall be presented under sealed cover and be accompanied by an approved form of Bid Guaranty such as a cashier's check, money order, certified check or cash, or surety bond in favor of the Owner for an amount of at least ten percent (10%) of the amount of the bid as a guaranty that the Bidder will provide bonds and insurance, and enter into a contract with the Owner for construction of the project. No bid shall be considered, unless such Bid Guaranty is enclosed.

In lieu of the foregoing, any bid may be accompanied by a surety bond in said amount, furnished by a surety authorized to do surety business in the State of California, guaranteeing that said bidder will enter into the contract and file the required bonds within the designated period.

Owner to Enforce Bid Guaranty

If within the time frame specified in Section B-18 of these Specifications, the successful bidder fails or neglects to enter into the contract and file the required bonds, the Owner may deposit in its treasury said bid security and not return it to the defaulting bidder.

Bid Guaranty Return

Upon execution of the contract with the successful Bidder, the Bid Guaranties of all Bidders will be returned by the City Clerk of the City of Culver City.

8. REJECTION OF BIDS

The Owner reserves the right to reject any or all bids and to waive any apparent clerical errors or discrepancies, or minor informalities if to do so seems to best serve the interests of the Owner.

9. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, without obligation, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids, provided that such personal or written request is delivered to the place specified in Section 5 of the "NOTICE INVITING BIDS" for receipt of Bids, prior to the Bid Date.

10. FACSIMILE MODIFICATION OF BIDS

No facsimile modification of bids will be allowed.

11. OPENING OF BIDS

Bid will be opened and publicly read aloud at the time and place designated in the Notice Inviting Bids.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file, or be interested in, more than one bid for the same work, unless alternative bids are specifically requested. A person, firm or corporation that has submitted a sub proposal to a Bidder or that has quoted prices of materials to a Bidder is not hereby disqualified from submitting a sub proposal or quoting prices to other Bidders.

13. NON-COLLUSION AFFIDAVITS

The Owner requires any Bidder to whom it may make an award of the principal contract to execute a Non-Collusion Affidavit in the form included in the Bid Documents. The Owner also reserves the right to require that the Bidder shall, before awarding any subcontract, obtain from any or all proposed Subcontractors a Non-Collusion Affidavit in the form included in the Bid Documents.

14. LIST OF SUBCONTRACTORS FILED WITH BID

In accordance with the provisions of the Public Contracts Code of the State of California relating to listing of subcontractors, each Bidder must submit with his bid the name and location of place of business of each proposed Subcontractor who will perform work or labor or render service to the Bidder for the construction of the project covered by the bid, in an amount in excess of one-half of one percent (0.5%) of the Bidder's bid and shall state the portion of the work which will be done by each Subcontractor.

15. LICENSING OF CONTRACTORS

All Bidders and Subcontractors submitting bids shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California pertaining to the licensing of contractors. The license shall be valid and active at the time of submitting a bid and remain so throughout the duration of the Contract for the successful bidder and sub-bidders.

16. APPROXIMATE ESTIMATES

The quantities set forth on the bid form, if any, are approximate only, being given as a basis for the comparison of bids; and the Owner does not, expressly or by implication, agree that these will be the final quantities. The Bidder agrees that the Owner will not be responsible if any of said quantities are found to be incorrect; and the Bidder agrees not to make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatement shall be discovered in the estimated quantities, the same shall not invalidate the contract executed pursuant to this bid or release the Bidder from the execution and completion of the whole or part of the work herein specified, in accordance with these specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in the contract executed pursuant to this bid.

17. GENERAL REQUIREMENTS

It is the purpose of the Owner, pursuant to these specifications, to realize work on a project, which is complete in every detail and respect. The Bidder shall furnish all equipment, materials and labor and perform all work required to accomplish this purpose. The Bidder shall not omit any item of work or fail to furnish any element, component or part thereof, whether or not such is specifically called for in the Contract Documents, which is necessary for a satisfactory completion of the project.

18. AWARD OF CONTRACT

The contract will be awarded to the lowest responsible and responsive Bidder. If award is made, it will be based on the lowest responsive and responsible total base bid Contract price. Selection of any or all alternates shall be at the sole discretion of the Owner. The Owner, however, reserves the right to reject any or all bids, and, so far as permitted by law, to waive any informality in the bids received in order to serve the best interests of the Owner. If an award is made, the contract shall be awarded within forty-five (45) days after the opening of the bids. Within ten (10) days of the mailing by the Owner of notification of award of contract and the contract form, Bidder shall provide and return to the Owner all required bonds and insurance documents and the executed formal contract. In determining if a Bidder is a responsive bidder, the Owner shall consider the following in addition to other requirements in these bid documents:

- a. Quality of services offered.
- b. Proven capacity of the Bidder to perform the contract or provide the supplies or services required in a timely and competent manner. The evaluation of the Contractor's capacity to perform the contract or provide the supplies or services required in a timely and competent manner shall be based on the information provided by the Contractor in Section C-5 "Declaration of Bidder's Qualifications," as well as other pertinent data available to the Owner.
- c. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.

19. BONDS

The successful bidder will be required to file and pay for costs of bonds in the proper sums from a bonding company acceptable to the Owner. Forms for these bonds are included in Section D. The "Labor and Materials Payment Bond" and "Faithful Performance Bond" shall be for one hundred percent (100%) of the contract price (including base bid, adjustments and addenda).

20. INSURANCE CERTIFICATES AND POLICIES

Proof of insurance in an amount required by the Bid Specifications Section D-6 must be provided and endorsed to name: the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees as additional insured for the particular operations of the insured which affect the Owner.

21. HOLD HARMLESS.

To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense, with legal counsel approved by CITY) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising from or in any manner connected to Consultant's or its employees or agent's wrongful or negligent acts, errors or omissions related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Contractor agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from INDEMNITEES' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify an INDEMNITEE from any claim arising from the sole negligence or willful misconduct of that INDEMNITEE.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Contractor of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Contractor, City or any Indemnitee.

22. ASSIGNMENT OF CONTRACT RESTRICTED

No assignment by the Bidder of any contract to be entered into in accordance with Notice Inviting Bids and these instructions or any part thereof, or of funds to be received there under, will be recognized by the Owner unless such assignment had prior written approval of the Owner and the surety on all bonds had notice of such assignment in writing and has consented thereto in writing.

In entering into the Contract or any Subcontract for the Project, the Contractor and Subcontractor offer and agree to assign to the Owner all right, title and interest in and to all causes of action they 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 the Contract or any Subcontract. This assignment shall be deemed made and effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

23. SHORING

Pursuant to the provisions of the California Labor Code Section 6707, each bid submitted in response to this Invitation to Bid shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the Owner, the Engineer, the Construction Manager, and their employees, agents and subconsultants.

24. OTHER PERMITS, FEES AND LICENSES

The Contractor shall, prior to the start of construction, obtain, pay, and comply with all necessary permits as required as the result of its work, including but not limited to the permit(s) described herein and as attached in the appendix.

In addition to the requirements above noted, the Contractor and subcontractors **shall possess a valid City of Culver City business license** at the time of contract agreement execution and for the duration of the contract. The fee for said business license shall be based upon the total amount bid for the contract. Amount of fee may be obtained from the City of Culver City, Finance Department, Treasury Division at (310) 253-5870.

All bidders are encouraged to utilize Culver City subcontractors and suppliers to the extent they are available, competitive and qualified. However, no bid will be affected either positively or negatively by the inclusion or exclusion of such Culver City businesses

25. LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the CITY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the State Director of the Department of Industrial Relations. Copies of the State prevailing wage rates and the latest revisions thereto are available from the California Department of Industrial Relations website <http://www.dir.ca.gov>. It shall be the responsibility of the prime contractor to comply with all applicable sections of the Labor Code.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices

solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077 of the Labor Code, of such employee.

Department of Industrial Relations Compliance and Enforcement

Contractors must register and meet requirements using the online application (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>) before bidding on public works contracts in California.

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

No contractor or subcontractor may be awarded a contract for public works on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, Section 1771.4(c)(1) of the California Labor Code.

For all new projects, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

Wage Rates and Labor Code Requirements

Wage Rates

Copies of the State prevailing wage rates and the latest revisions thereto are available from the California Department of Industrial Relations website <http://www.dir.ca.gov>.

Attention is directed to the provisions of Sections 1776, 1777.5, and 1777.6 of the State Labor Code. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

-- End of Section B --

SECTION C

BID FORMS

BID FORM**FIRM
NAME** _____**ADDRESS** _____
_____**TELEPHONE** _____**FAX NUMBER** _____**Email** _____**FOR****SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP022****FOR****CITY OF CULVER CITY
CULVER CITY, CALIFORNIA****Bid No. #2629****1 TOTAL BID BASE FORM****TO THE HONORABLE CITY COUNCIL
CITY OF CULVER CITY, CALIFORNIA**

This Bid is submitted in accordance with the advertised "Notice Inviting Bids" requesting sealed bids for furnishing all labor, services, materials and equipment and performing all work necessary for **SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP022**.

Having carefully examined the location of the proposed work and the Bid Documents for same and read the accompanying proposed requirements, and attended the pre-bid conference, the undersigned Bidder hereby proposes and agrees to enter into a contract to furnish all equipment, materials and labor necessary to complete all work described in the Bid Documents for the project under the supervision of the City Engineer of the City of Culver City for the sum set forth in the following schedule **SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP022**.

The undersigned further agrees, in case of award, to execute the contract for the within described work and improvements, within ten (10) days following written notice of award of contract. All work to be done under this contract shall be completed within **60 working days**, beginning on the date stipulated in the written Notice to Proceed issued by the City Engineer. **The Contractor's working hours shall be limited to the hours of 8:00 am to 5:00 pm on Monday through Friday, 9:00 am to 7:00 pm on Saturday, and 10:00 am to 7:00 pm on Sunday.**

Liquidated damages of **\$1,000** per calendar day shall be assessed based upon the applicable number of days noted above. The Contract Time shall commence on the date the Contractor actually commences the Work or on the tenth (10th) day after the issuance of the Notice to Proceed, whichever comes first. The Contractor shall retain the right to fully complete (including Final Completion, Punch List Correction and project Close-Out) the Work in less days than established

by above, however, neither shall a reduction or increase to the Contract Sum be made, if the Work is so fully completed in less days than established by this Section C-1, nor shall a Claim be made or granted for Compensable Delay, or any other increase in Contract Sum, if, for any reason, including but not limited to delay caused by the Owner, the Contractor does not so fully complete the Work in less days than established herein.

(NOTE: All amounts and totals given in the Bid Schedule are subject to verification by the Owner.)

BID SCHEDULE – SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP022.

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL
1	MOLBILIZATION (5% maximum bid amount)	1	LS		
2	Clearing and Grubbing	1	LS		
3	Surveying	1	LS		
4	Remedial Grading	1	LS		
5	Enkamat R45 Mesh	21,400	SF		
6	Coastal Sage Scrub Seed Mix	21,400	SF		
Total Base Bid Amount (Bid Items 1~5)					
TOTAL BASE BID IN WRITING _____					

Note to Bidders:

1.	The contract will be awarded to the responsible contractor who submits the lowest Total Base Bid Amount (including the deletable items), with responsive bid proposal. The contract award amount by the City may or may not include the deletable items, based on available budget and priorities.
2.	The Prime Contractor shall perform, with its own organization, contract work amounting to at least 50% of the contract price. Any items designated as specialty items by the City and performed by Subcontractors shall be deducted from the contract price before computing the amount of the work required to be performed by the Prime Contractor with its own forces. This percentage shall be of the original contract price, exclusive of specialty items performed by Subcontractors, but include the cost of materials and manufactured products purchased or produced by the Prime Contractor.

The undersigned has carefully checked the above figures and understands that the City, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case of a discrepancy between words and figures, the figures shall prevail, and in case of a

discrepancy between unit prices and totals, the unit prices shall prevail. The unit price amounts for each item shall include all indirect costs (i.e., permit fee, business license fee, mobilization, coordination, supervision, overhead and profit, etc.), incidental work (i.e. traffic control, safety devices, protection of utilities, utility investigation and "potholes," work necessary for the protection of life and limb, etc.) and other work required by the contract but not listed above.

Payment for all work on the above items shall be made subject to verification in the field of the actual quantity of work performed.

2 RECEIPT AND ACKNOWLEDGMENT OF ADDENDUM

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents.

Addenda Number	Date Received	Initials

3 CERTIFICATION

The undersigned Bidder certifies that:

1. Bidder has, by investigation of the site of the work and otherwise, understands the nature and location of the work and has fully informed the Owner as to all conditions and matters, which can in any way affect the work or cost thereof.
2. Bidder will cooperate fully with the Owner to ensure the Owner's best interests are protected and the work expedited to completion. In the event of any disagreement, the City Engineer shall fully review the matter and provide a determination. His judgment shall be final and binding upon all parties concerned.
3. Where demolition is necessary for the project described herein, the successfully awarded Contractor shall conform with the South Coast Air Quality Management District (S.C.A.Q.M.D.) Rule 1403, as amended. The Contractor shall mail the Rule 1403 Notification within five (5) calendar days after the Notice to Commence Work is mailed by the Owner. Once the S.C.A.Q.M.D Rule 1403 Notification has been post marked and mailed, the Contractor shall begin work no later than fifteen (15) calendar days after the mailing date. The duration set for the completion of this project will begin on the date work actually commences by the Contractor. In any case, the work shall not begin later than twenty (20) days after the date in which the Owner mailed the Notification to Commence Work.

4. All bonds, certificates, endorsement forms shall be submitted at the time of the execution of the contract.

THE UNDERSIGNED BIDDER IS AWARE OF THE FACT THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS BUT THAT IF A BID IS ACCEPTED, THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER.

4 BIDDER INFORMATION

Name of Individual Bidder: _____

Bid Prepared By: _____

Business Address: _____

Business Telephone Number: _____

Fax Number: _____

Email: _____

Contractor License No: _____ Class: _____

OR:

Name of Partnership Bidder: _____

Bid Prepared By: _____

Business Address: _____

Fax Number: _____

Business Telephone Number: _____

Email: _____

List Names and Business addresses of All Partners Below:

If the Bidder is a Corporation, list corporate information below:

Name of Corporate Bidder: _____

By: _____
(Signature of President of Corporation)

By: _____
(Signature of Secretary of Corporation)

By: _____

(Signature of Treasurer of Corporation)

Business Address: _____

Business Telephone Number: _____

Fax Number: _____

Corporation organized under laws of State of: _____

Contractor License No: _____ Class: _____

5 DECLARATION OF BIDDER'S QUALIFICATIONS

Each Bidder must be properly licensed and must submit the following information on this form. If necessary, include supplemental information as a separate package. All information submitted for qualification evaluation will be considered official information acquired in confidence and the Owner will maintain its confidentiality to the extent permitted by law.

5.1 Authorization and Declaration

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Owner or their designated representative in verification of the recitals comprising this Declaration of Bidder's Qualifications. The undersigned declares under penalty of perjury that all of the qualification information submitted with this form is true and correct and that this Declaration was executed in

(City, County) of California, on _____ (Date).

Signature: _____

Title (Printed): _____

5.2 Business Name, Address, Telephone Numbers (if different than Section C-4)

Business Name: _____

Business Address: _____

Business Telephone & Fax Numbers: _____

5.3 License

Bidders must be licensed in the State of California as **“A”, “C-12”, or “C-27” Contractor.**

Complete the information requested below.

_____ License Number	_____ Class	_____ Date Issued	_____ Expiration Date
-------------------------	----------------	----------------------	--------------------------

_____ License Number	_____ Class	_____ Date Issued	_____ Expiration Date
-------------------------	----------------	----------------------	--------------------------

_____ License Number	_____ Class	_____ Date Issued	_____ Expiration Date
-------------------------	----------------	----------------------	--------------------------

5.4 Surety

- A. Indicate the names of all surety companies utilized by Bidder in last five (5) years and state if the Surety(ies) bonding the Bidder's jobs have had to complete any part of Bidder's Contract (attach separate sheet if necessary).

_____ Surety Name & Address	_____ Period Covered
--------------------------------	-------------------------

Jobs Completed by Surety

_____ Surety Name & Address	_____ Period Covered
--------------------------------	-------------------------

Jobs Completed by Surety

- B. If a Bid Guaranty (Section C-7) is provided in lieu of a Bid Bond (Section C-6), the Bidder shall attach a notarized statement from Surety(ies) proposed to be utilized on the project, indicating Bidder's total bonding capacity and certifying that: (1) currently available bonding capacity exceeds \$400,000 and (2) Surety(ies) will provide bonding in the event that Bidder is awarded the project.

- C. Indicate below that the surety is licensed and admitted as a surety insurer in the State of California.

Surety Name and Address

Licensed & Admitted in CA (Y/N)

Surety Name and Address

Licensed & Admitted in CA (Y/N)

Surety Name and Address

Licensed & Admitted in CA (Y/N)

- D. Indicate below those projects with disputed amounts in excess of \$1,000,000 or portions of any such project, which have been terminated by an Owner, Owner's representative, or other contracting party and which required completion by another party in the last five (5) years. State the project Name, Location, Owner, with address and phone number, contract amount, and reason for disputed amount or termination (attach separate sheet if necessary.)

Project Name and Location

Owner

Contract Value

Reasons for Disputed Amount or Termination

Disputed Amount

5.5 Insurance

- A. Provide a notarized statement from the Worker's Compensation carrier specifying Contractor's current Experience Modification Rate for Worker's Compensation for the State of California. In addition, provide a list of the above referenced ratings and corresponding company for the last three (3) years.
- B. Provide statement from insurance carrier indicating that the minimum scope and limits of insurance will be provided as required in Section D-6, of this document.
- C. Indicate below that the surety is licensed and admitted as a surety insurer in the State of California.

Ins. Co. Name and Address

Licensed & Admitted in CA/Y/N

Ins. Co. Name and Address

Licensed & Admitted in CA/Y/N

5.6 Construction Experience

Furnish a list of at least three (3) **similar scope and size projects completed (Slope Repair)** in the past five (5) years, for which construction costs exceeded \$300,000 for each project, two (2) of which must have been built in the State of California. Failure to meet the required experience may result in the rejection of the bid. Provide the following information for each project on the attached form. Copy additional forms as required.

i Project name and location

ii Contact name, address and telephone number for Owner & Architect/Engineer

iii Base and final contract amounts

- iv* Type of project and major project components. Provide approximate percent of construction cost associated with each construction component.
- v* Date project was completed (i.e., date of filing of Notice of Completion, etc.).
- vi* Indicate completion rate of projects by showing initial contract time, time extensions, and number of days that project was completed early or late, all expressed in calendar days.

SIMILAR PROJECTS FOR LAST FIVE (5) YEARS

1. _____
Project Name and Location

Owner _____ Engineer

Address and telephone

Email

Project Components

Contract Amounts (\$) _____ Date Completed

2. _____
Project Name and Location

Owner _____ /Engineer

Address and telephone

Email

Project Components

Contract Amounts (\$) _____ Date Completed

3. _____
Project Name and Location

Owner _____ Engineer

Address and telephone

Email

Project Components

Contract Amounts (\$)

Date Completed

4.

Project Name and Location

Owner

Engineer

Address and telephone

Email

Project Components

Contract Amounts (\$)

Date Completed

5.

Project Name and Location

Owner

Engineer

Address and telephone

Email

Project Components

Contract Amounts (\$)

Date Completed

5.7

Staff Roster/Functions

List all members of your staff that will be assigned to or responsible for work on this project (except clerical) and show their job titles/functions. Include Company Officers.

Name

Function

Years
w/Firm

Years
Total

Name

Function

Years

Years

		w/Firm	Total
<u>Name</u>	<u>Function</u>	<u>Years</u> w/Firm	<u>Years</u> Total
<u>Name</u>	<u>Function</u>	<u>Years</u> w/Firm	<u>Years</u> Total
<u>Name</u>	<u>Function</u>	<u>Years</u> w/Firm	<u>Years</u> Total

5.8 Arbitration and Litigation History

Indicate below all arbitration and/or litigation against bidder in the last five (5) years, including all claims by owners. Indicate yes or no (Y/N) which claims were resolved against bidder in litigation or arbitration or which resulted against in any payment by the Bidder or its insurers/sureties or reduction in compensation on any Bidder. Failure to provide this information on any contract undertaken in the past five (5) years may result in disqualification. Indicate final status (Resolved or Unresolved) of each claim. Attach separate sheet if necessary.

Project Name	Amount of Claim	
Nature of Claim	Resolution (Y/N) Against Bidder	Final Status

Project Name	Amount of Claim	
Nature of Claim	Resolution (Y/N) Against Bidder	Final Status

Project Name	Amount of Claim	
Nature of Claim	Resolution (Y/N) Against Bidder	Final Status

- 5.9 Slope repair/grading construction qualification and experience. Failure to submit satisfactory supporting documents may result in the bidder deemed as non-responsive.

Working Knowledge of the Scope of the Project, Submittal: Name of person that inspected the job site.

Contractors Experience, Submittal: The Contractor shall have a minimum of five (5) years experience in grading, hillside grading and/or slope repair projects for similar project size as contained in this contract. The lead personnel including the project manager, superintendent, the foreman and the lead crew personnel for the work, must have a minimum of five (5) years of similar experience as proposed for this Contract and must have demonstrated competency and experience to perform the scope of Work contained in this Contract. The name and experience of each lead individual performing Work on this Contract shall be submitted.

6 BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety (Local Agent Contact Telephone Number , _____), are held and firmly bound unto the Owner in the sum of _____ Dollars (\$ _____) to be paid to said Owner its successors and assigns, for which payment well and truly will be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain Bid of the above-bounden Principal submitted for the following improvement project:

SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP022.

is accepted by the Owner through action of its legally constituted contracting authorities and if the above-bounden Principal, its heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction in strict accordance with the specifications and drawings on file at the office of the City Engineer, in the City Hall, Culver City, and shall execute and deliver the required Faithful Performance Bond and Payment Bond, and Insurance Certificates within ten (10) days after the date of notification by and from said Owner that said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 20__.

Signature

Surety

Title

By: _____

Company

7 BID GUARANTY**BID GUARANTY**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

"Accompanying this proposal is a money order*, certified check*, cashier's check*, cash*, payable to the order of the Owner in the amount of Dollars (\$ _____) which is ten percent (10%) of the total amount of this bid. The proceeds of this bid guaranty shall become the property of said Owner provided this bid is accepted by said Owner, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds within the stipulated time. Otherwise, the proceeds of this bid guaranty shall be returned to the undersigned."

Signature

Title

Company

(*Delete the inapplicable words)

SUPPLEMENTARY BID FORM NO. 1

Pursuant to **INSTRUCTIONS TO BIDDERS** for the Work titled:

For portions of the Work equaling or exceeding 1/2 of one percent (0.5%) of the Base Bid, the undersigned Bidder proposes to use the subcontractors listed below. Except as otherwise approved by the Owner, the undersigned Bidder shall perform all other portions of the Work with his own forces.

Subcontractor Name, Address, & License Number:

[illegible][illegible]

Bidder: _____

Its: _____

LISTING OF PROPOSED SUPPLIERS

Pursuant to **INSTRUCTIONS TO BIDDERS** for the Work titled:

SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP022

[illegible]

-- End of Section --

SECTION D

PART D

AGREEMENT, BONDS AND INSURANCES

SECTION D - AWARD AND EXECUTION OF CONTRACT

1 SAMPLE AGREEMENT

CULVER CITY PUBLIC WORKS DEPARTMENT AGREEMENT WITH

Contractor

This Agreement is made and entered into by and between the City of Culver City (City) and Name of Contractor (Contractor)

WHEREAS, Contractor submitted its total base bid the total lump sum for: Amount of Bid Dollars (\$ xx,00) for the completion of the Slope Repair Project Behind 9530 Jefferson Boulevard, PP022 as further described in the Scope of Services; and

WHEREAS, Contractor represents it has that degree of specialized expertise and holds all licenses necessary to practice and perform the service contemplated; and

WHEREAS, after reviewing all bids submitted and declaring that the Contractor submitted the lowest responsible and responsive bid, City's City Council, at its meeting of meeting date, awarded the contract for the work to Contractor.

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SCOPE OF SERVICES

Contractor shall provide all services described in accordance with the Contract Documents, as defined below, relating to the **SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP022** and follow the work schedules defined therein.

CONTRACT DOCUMENTS

The documents comprising the entire agreement between City and Contractor shall be collectively referred to as the "CONTRACT DOCUMENTS," and shall consist of and include the following:

This Agreement – including:

- Schedule of Values;
- List of Subcontractors;
- Labor and Materials Payment Bond;
- Faithful Performance Bond (including agent's Power of Attorney for each Bond);
- Non-Collusion affidavit (General and Subcontractor) ;
- Certificates of Insurance;
- Plans and Specifications for "**SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP022**", **Bid #2629**
- All addenda setting forth any modifications or interpretations of those documents, (Addenda by number and date: Addendum No. x dated xxx);
- All documents incorporated into the foregoing;
- Change Orders;
- Notice to Proceed; and
- Notice of Completion

All the Contract Documents are intended to complement one another, so that any work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

The terms of this Agreement shall prevail over any inconsistent provision of the other Contract Documents.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

NOTICE

All notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

Yanni Demitri
Public Works Director/City Engineer
Public Works Department
City of Culver City
9770 Culver Blvd.
Culver City, CA 90232

Notices required to be given to the Contractor shall be addressed as follows:

Contractor
Address

It shall be the duty of Contractor to notify all subcontractors of the above Notice provisions.

CONTRACT PRICE

For Contractor's satisfactory completion of the scope of services, City shall pay Contractor a total sum of Amount of Compensation Dollars (\$00.00) lawful money of the United States of America provided, that City's Public Works Director, in the exercise of his sole discretion, is authorized to increase that total fee by up to xxx,xxx Dollars (\$xx,xxx.00) for additional services due to unexpected causes.

EFFECTIVE DATE

The effective date of this agreement is the date it is signed on behalf of City.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed.

CONTRACTOR

Dated: _____

By: _____

Its _____

By: _____

Its _____

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By: _____

John Nachbar

City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Yanni Demitri
Public Works Director/City Engineer

Heather Baker
City Attorney

APPROVED AS TO FINANCING:

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Lisa Soghor
Chief Financial Officer

Treasury Division

2 LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, THE City of Culver City, County of Los Angeles, State of California, has awarded to:

hereinafter designated as the Principal, a contract for:

SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP022

in the City of Culver City, California, which contract is incorporated wherein by this reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal or any of his or its Subcontractors shall fail to pay for any materials, provisions, equipment or supplies used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to extent hereinafter set forth;

NOW, THEREFORE, WE, _____

as Principal and _____

as Surety, are held and firmly bound unto the City of Culver City, hereinafter called the Owner in the sum of: _____ Dollars (\$ _____) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, his or its heirs, executors, administrators, successors or assigns shall fail to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an act of the Legislature of the State of California entitled, "An Act to secure the payment of claims or persons employed by Contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such Contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions or other supplies, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring implements, machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work or labor upon the same, or any person who supplies both work and material therefor, shall have complied with the provision of said Act, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorneys' fees, as shall be fixed by the court, awarded and taxed as in aforementioned Statute provided. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

FURTHER, the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder 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 modifications of the contract documents or of work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the _____ day of _____, 20___. 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

By: _____

Surety

By: _____

3 FAITHFUL PERFORMANCE BOND**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, the City of Culver City, in the County of Los Angeles, State of California, has awarded to:

_____ herein designated as the Principal, a contract for the construction of

SLOPE REPAIR PROJECT BEHIND 9530 JEFFERSON BOULEVARD, PP022

in the City of Culver City, California, which contract is incorporated herein by this reference; and

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

NOW, THEREFORE, WE _____

as Principal and _____ as Surety, are held and firmly bound unto the City of Culver City, hereinafter called the Owner in the sum of:

_____ Dollars (\$_____) lawful money of the United States of America for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the hereby bound Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. This bond shall remain in effect until the end of all warranty periods set forth in the contract documents.

FURTHER, the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder, 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 modification of the contract documents or of work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the ____ day of _____, 20__. 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

By: _____

Surety

By: _____

4 NON-COLLUSION AFFIDAVIT (CONTRACTOR)**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

_____, being first duly sworn, deposes and says

that he is _____
sole owner, partner, president, secretary, etc.

of _____

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____, proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

(Notary Public)

5 NON-COLLUSION AFFIDAVIT (SUBCONTRACTOR)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

_____ being first duly sworn, deposes

and says that he is _____
(sole owner, partner, president, secretary, etc.)
of _____

the party submitting a bid for a contract covering _____

(describe nature of subcontract)

That such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the principal contractor or anyone interested in the proposed subcontract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business. The provisions of this affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a subproposal to one bidder from submitting separate subproposals or quoting prices for materials or work to other bidders.

Signed: _____

Title: _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____, proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

(Notary Public)

6 INSURANCE REQUIREMENTS

A. Policy Requirements.

Contractor/ Consultant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$3,000,000) each occurrence, with not less than Two Million Dollars (\$6,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;
- b. The policy shall provide \$3,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Consultant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- e. **The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured** in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.
- f. **City of Culver City will be named as an additional insured in an endorsement to the policy, as part of the permit requirements.**

2. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$3,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.

3. For Professional Services: Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.

4. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Consultant employees working within the City limits.

B. Waiver by City.

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;
2. Consultant shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment.
3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Consultant.

SECTION E

GENERAL PROVISIONS

(SUPPLEMENTS AND MODIFICATIONS TO
THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SECTION 1 -- TERMS, DEFINITIONS, ABBREVIATIONS & SYMBOLS

Except as modified by the Special Provisions, Technical Provisions, Standard Drawings and the Project Plans, all work shall be in accordance with the Provisions of the latest edition of the STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (SSPWC), including all Supplemental Amendments, as published by Building News, Inc., Los Angeles, California, which Specifications are hereinafter referred to as the Standard Specifications.

For work within the City of Culver City jurisdiction, all work as shown on the Contract Drawings and indicated on the Contract Documents, including General Conditions and General Requirements, shall conform to the latest edition of the Standard Specifications for Public Works Construction (SSPWC), the "Green Book" as modified by the current edition of the City of Culver City, Department of Public Works Additions and Addendums to the Standard Specifications for Public Works Construction (Brown Book), latest edition. All traffic signal and/or related electrical work within shall conform to the standards under Section 2000, Subsection 1.1, and the Special Provisions and Standard Drawings for the Installation and Modification of Traffic Signals, issued by the City of Culver City Department of Transportation (LADOT), Red Book, and by the City of Culver City Bureau of Street Lighting (BSL), Blue Book.

The herein stated Special Provisions supplement and revise the aforementioned standard Specifications. Any reference to "Section" or "Subsection" in these Special Provisions shall refer to the aforementioned Standard Specifications unless noted otherwise.

1-2 DEFINITIONS

In this subsection, substitute where applicable, or add the following:

Agency	The City of Culver City, for which the work is being performed.
Board	The City Council of the City of Culver City.
City	The City of Culver City.
Engineer (or) City Engineer	The City Engineer of the City of Culver City or other person designated by the City Engineer acting either directly or through authorized agents.
Working Day	All days beginning with the Notice to Proceed and ending with the "completion Date", except the following: <ol style="list-style-type: none"> Saturday (The contractor has an option to work on Saturday provided approved by the City.) Sunday (The contractor has an option to work on Sunday provided approved by the City.) Any day designated as a holiday by the City. Any day designated as a holiday in a Master Labor Agreement binding the Contractor Any day the Contractor is prevented from working for cause as established in 6-6 of these specifications. Any day the Contractor is prevented from working during the first (5) hours of the workday with at least sixty percent (60%) of normal work force for cause as established in 6-6 of these specifications

SECTION 2 -- SCOPE AND CONTROL OF THE WORK**2-1 AWARD AND EXECUTION OF CONTRACT** Add the following:

The Bidder is required to examine carefully the site of work, Bid Proposal forms and all other Contract documents for the work contemplated. The Submission of a Bidder's Proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the above documents.

2-5 PLANS AND SPECIFICATIONS**2-5.1. General** Add the following:

Except as modified by the Special Provisions, Technical Provisions, Standard Drawings and the Project Plans, all work shall be in accordance with the Provisions of the latest edition of the STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (SSPWC), including all Supplemental Amendments, as published by Building News, Inc., Los Angeles, California, which Specifications are hereinafter referred to as the Standard Specifications, and when applicable, the California Department of Transportation (Caltrans) Standard Specifications, latest edition, except the following:

Traffic Signal, Lighting, Pavement Striping and Markers, Roadside Sign Work

For roadside sign, traffic striping and pavement marking, pavement markers, and traffic signal and lighting work, the technical provisions provided within Section 56-2, "Roadside Signs," Section 84, "Traffic Stripes and Pavement Markings", Section 85, "Pavement Markers", and Section 86, "Signals, Lighting and Electrical Systems," of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition, hereafter "State Specification" or "State Standard Specification," shall supersede related provisions of the SSPWC. Except as otherwise specified on the Plans or in these General or Technical Provisions, all work relating to traffic signals and street lighting, including all equipment, materials, components, and the installation thereof, shall be in accordance with the latest edition of the State Standard Plans and Section 86, of the latest edition of the State Standard Specifications. The order of precedence for said State Standard Plans shall be lower than that of the Special Provisions and Plans but higher than that of the Standard Plans and Specifications.

Storm Drain Work

In addition to the SSPWC, Los Angeles County Flood Control District's "Part C, General Provisions; Part D, Additions and Amendments to the Standard Specifications; and Parts E through M, Additional Provisions," (The "Gray Book") shall be considered a part of the Specification for storm drain construction.

Work within City of Culver City Right of Way

Shall conform to the approved plans and permit requirements.

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

Where applicable, the latest edition of the Uniform Building Code (UBC), and Amendments and the Culver City Municipal Code shall be adhered to.

Comply with the provisions for safety practices set forth in the "Manual of Accident Prevention on Construction", published by the Associated General Contractors of America (AGC) 213/263-1500, and to comply with the State of California Occupational Safety and Health Act (Cal-OSHA).

2-5.3.3 Shop Drawings Add the following:

Within fourteen (14) calendar days after the Award of Contract, the Contractor shall, at his or her expense, transmit by letter to the Engineer for review and acceptance, shop drawings and/or other available instructive and descriptive information from the manufacturer, when and as required by the Plans or Special Provisions, or requested by the Engineer. Shop drawings will normally not be required for standard items in common use for which adequate manufacturers' literature is available.

The Contractor shall consecutively number, thoroughly check, approve and sign each Shop Drawing and transmit the Shop Drawings by letter to the Engineer for review. In the event that certain Shop Drawings are unacceptable to the City, they will be rejected by the Engineer. The Contractor shall thereafter, correct said drawings and resubmit same in quadruplicate within seven (7) calendar days.

In the event that in the process of development of the Shop Drawings, it is discovered that there are defects and/or errors on the Plans, resulting in conflict between said Plans and the Shop Drawings, or if the Shop Drawings show variation from the Plans and/or Contract requirements because of standard shop practice or other reasons, the Contractor shall thoroughly describe and explain said defects and/or conflicts in his transmittal letter to the Engineer.

The Engineer's review of the Shop Drawings will be for general design and arrangement only, and shall not relieve the Contractor from responsibility for errors of any sort in the Shop Drawings or of the responsibility for executing the work in accordance with the Contract. The Contractor shall be solely responsible for the correctness of the drawings, for shop fits and field connections, and for the results obtained by use of such drawings. The Contractor shall verify and be fully responsible for all dimensions and job-site conditions affecting the work and shall be responsible for furnishing and installing the proper materials required by the Contract, whether or not indicated on the Shop Drawings when reviewed.

2-9 SUBSURFACE DATA

The Contractor's attention is directed to the provisions of Section 2-7, "Subsurface Data" of the SSPWC. Section 2-7 of the SSPWC is hereby amended in that a copy of the pavement coring logs is include **Appendix II** for the Contractor's review and information. This report is for general use.

2-9 SURVEYING

2-9.1 Permanent Survey Markers Add the following:

The contractor shall construct three street centerline intersection monuments per Caltrans Standard Plan RSP A74, type D. The exact location to be provided by the Engineer.

2-9.2 Survey Service Delete the entire subsection and substitute the following:

The **Contractor** shall pay and provide usual and customary construction staking. The Contractor shall submit to the City for approval, the qualifications of the Licensed Land Surveyor prior to commencing the construction staking.

2-11 INSPECTION Add the following:

The City Engineer, or his authorized agent, shall at all times have access to work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge regarding the process, workmanship, and character or materials used and employed in the work. Whenever required, the Contractor shall furnish to the City for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the City of Culver City designated by the City Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall be responsible to reimburse the City for its actual inspection services cost for any work that is outside the normal working days or working hours (as defined by Section 6-7 of this Special Provisions) , if approved the by Engineer.

See permits and plans for work within City of Culver City and catch basin modification (County of Los Angeles) for additional inspection requirements.

Twenty-Four Hour Notice

The Contractor shall give at least twenty-four (24) hours advance notice of the time when Contractor or Contractor's subcontractor will start or resume the various units of operations of the work as per the contract, or resume said units of operations when they have been suspended per the contract.

The above notice is to be directed to the City Engineer through the Construction Manager, and is to be given during working hours (8 a.m. to 5 p.m.; closed alternate Fridays), exclusive of Saturday, Sunday or holidays for the purpose of permitting the Engineer to make necessary assignments of the Engineer's representative or inspector on the work.

Uncovering of Uninspected Work

Any work performed in conflict with said notice, without the presence or approval of the inspector, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the City Engineer or his/her representative or inspector on the work. Any unauthorized or defective work, defective material or workmanship or any deficient work that may be discovered shall be corrected immediately without extra charge even though it may have been overlooked in previous inspections and estimates.

Changes Authorized in Writing

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any original plan or drawing after the same has been approved by the Engineer. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and authorized in writing.

Protests

If the Contractor considers any work demanded of Contractor to be outside the requirements of the Contract, or if Contractor considers any instruction, ruling or decision of the Inspector or Engineer to be unfair, Contractor shall within three (3) calendar days after any such demand is made, or instruction, ruling or decision is given, state clearly and in detail the Contractor's objections and reasons therefore. Except for such protest and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does thereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the Public Works Director/City Engineer.

Upon receipt of any such protest from the Contractor, the Engineer shall review the demand, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of Public Works Director/City Engineer's final decision, which shall be binding on all parties, unless within the ten (10) calendar days thereafter the Contractor shall file with the Owner, a formal protest against said decision of the Public Works Director/City Engineer. The Owner shall consider and render a final decision on any such protest within thirty (30) calendar days of receipt of same.

SECTION 3 - CHANGES IN WORK**3-3 EXTRA WORK****3-3.1 General** Add the following:

The Contractor shall not perform any extra work prior to written authorization from the Engineer.

3-3.2.3 Markup Delete the entire paragraph and substitute the following:

Work by Contractor When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be as follows:

(1)	Labor.....	12
(2)	Materials.....	12
(3)	Equipment Rental.....	12
(4)	Other Items and Expenditure.....	12

Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established above in this section shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

To the sum of the coats and markups provided for in this section, 1% shall be added as compensation for bonding.

3-3.3 Daily Reports By Contractor Add the following:

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed.

3-4 CHANGED CONDITIONS Add the following after the last paragraph:

This subsection shall not apply to utilities.

3-5 DISPUTED WORK Add the following:

All claims which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000) shall be resolved pursuant to the provisions of Public Contract Code Section 20104 through 20104.6, "Resolution of Construction Claims".

Notice - The Contractor shall notify the Public Works Director/City Engineer, in writing, of its intention to make claim. Claims pertaining to decisions provided above for such other determinations by the Construction Manager shall be filed in writing to the Public Works Director/City Engineer prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, but need not state the amount.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the above provisions are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper notice

been given would have given rise to right for additional compensation. The Contractor should understand that timely notice of potential claim is of great importance to the Public Works Director/City Engineer and Owner, and is not merely a formality. Such notice allows the Owner to consider preventative action, to monitor the Contractor's increases costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Public Works Director/City Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

Records of Disputed Work - In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of its costs and shall make available, to the Public Works Director/City Engineer, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Public Works Director/City Engineer on a monthly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

Submission of Claim Costs - Within 30 days after the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than 30 days, then within 15 days after the thirtieth day and every month thereafter, the Contractor shall submit to the Public Works Director/City Engineer as best the Contractor is able its costs incurred for the claimed matter. Claims shall be made in itemized detail and should the Public Works Director/City Engineer be dissatisfied with format or detail of presentation, upon request for more or different information, the Contractor will promptly comply, to the satisfaction of the Public Works Director/City Engineer. If the additional costs are in any respect not quantifiable with certainty, they shall be estimated as best can be done. In case the claim is found to be just, it shall be allowed and paid for as provided in the Standard Specification.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP Add the following:

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

The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contracts are entered into for such materials.

4-1.2 Protection of Work And Materials Add the following:

Until acceptance of the Work, the Contractor shall have the charge and care of the Work and Materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether or not arising from the non-execution of the Work. The Contractor shall rebuild, repair and restore and make good all injuries, losses, or damages to any portions of the Work or materials occasioned by any cause before its completion

and acceptance and shall bear the expense thereof, except for such injuries, losses or damages as are directly and proximately caused by the acts of the Owner.

4-1.3 Inspection Requirements

4-1.4 Tests of Materials The third sentence of the first paragraph shall be deemed revised to read as follows:

Unless otherwise called for hereinafter in these Special Provisions, all testing during construction will be performed by the City in such number and at such locations as deemed necessary by the Engineer to insure compliance with the Plans and Specifications; the cost of all initial testing will be borne by the City; the cost of all retesting will be borne by the Contractor, and the amount due the City for said retesting will be deducted from the Contractor's progress payments.

4-1.6 Trade Names or Equals Delete the last sentence of the second paragraph and substitute the following:

Wherever catalog numbers and specific brands or trade names not preceded by designation "similar and equal" nor followed by the designation "or equal" are used in conjunction with a designated material, product thing, installation, or service mentioned in these Specifications, to ensure compatibility with existing facilities, no substitutions will be favorably reviewed.

Within ten (10) working days from the date of bid opening, the Contractor shall, at his expense, submit a written request to the Engineer for each desired substitution, accompanied by complete descriptive information from the manufacturer, samples as requested by the Engineer, complete detailed test results from a licensed independent testing laboratory of the City's choice if requested by the Engineer, and if requested by the Engineer, an evaluation report from a qualified licensed professional engineer, all for final evaluation by the Engineer. If in the Engineer's opinion, the requested substitution is of lesser quality or in variance with that specified, or if the information submitted is insufficient or incomplete, the requested substitution will be disallowed and the specified materials or equipment shall be furnished. Except as hereafter provided, no request for substitutions submitted, after the 10-working -day deadline specified will be considered.

If alternative named or substitutions are proposed by the Contractor and favorably reviewed by the City, the Contractor is responsible for providing at no additional cost to the Owner, any engineering designs, any electrical, mechanical, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Contractor desires to use. Any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original bid price of the work.

In addition the Contractor is responsible for all additional costs to the Owner, and its agents and representatives, for evaluation of data submitted by the Contractor for alternative named or substitutions and any redesign necessary. The Owner shall deduct said costs from the Contract monies due the Contractor.

In the event that a substitute is favorably reviewed, fifty percent (50%) of all savings shall be credited to the Owner.

SECTION 5 - UTILITIES

5-1 LOCATION Add the following:

Prior to performing any excavation, the Contractor shall determine, by potholing, the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. Contractor shall locate all existing utilities, including storm and sewer main and laterals, within the project vicinity and shall exercise due care to ensure that existing utility facilities are not damaged during his operations. The existence of sewer mains or storm drains is evidenced by the manhole structures and catch basins.

When in doubt, the Contractor shall contact the utility operator concerned before proceeding further.

Pipelines, conduits and other facilities may be buried within the limits of the work or adjacent thereto and may or may not be shown or indicated on the Plans. The Public Works Director/City Engineer possesses records of certain utility facilities located within the public right-of-way. These records are available for inspection by the Contractor at the Engineer's Office. In making these records available, the Owner does not warrant or guarantee the accuracy or completeness of the information contained therein and does not represent that the facilities shown on said records actually exist at the locations shown or elsewhere or that the Contractor may not encounter facilities not identified in said records. The sewer service laterals are owned by the property owners and will not be marked by the City. Sewer system atlas sheet is available upon request for contractor's reference. However, the City shall not guarantee the accuracy of the information. It shall be the Contractor's responsibility to locate and pothole all laterals. The Contractor at its expense shall repair sewer laterals that are damaged as the result of contractor's activities.

The Contractor shall immediately notify the Engineer of any potential conflict with the proposed improvements. The cost of repair to any utility damaged by the contractor due to failure to determine location and depth as required herein shall be borne by the Contractor. Full compensation for determining location and depth of utilities shall be considered as included in the prices bid for other items of work, and no additional compensation will be allowed.

5-2 PROTECTION Add the following:

The contractor shall adjust all existing sewer, storm drain, and other utility manhole lids and covers, water meter boxes and covers, gas meter boxes and covers, valve covers, etc. to grade unless specifically designated for adjustment by others on the Plans. Payment for adjustment of said items to grade shall be as shown in the Bid Schedule or considered as part of related bid items for which payment is made and no separate payment will be made therefore.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK Add the following:

The Contractor must provide to the Engineer's Representative within five (5) days after receiving the "Notice to Proceed", a Critical Path Method (CPM) construction schedule in the format of a Gantt Chart and revised schedules thereafter as required by the Engineer when the Contractor's activities differ or are expected to differ from the latest existing schedule.

In addition, if requested by the Engineer, the Contractor shall submit a detailed "two-week look-ahead" schedule bi-weekly, including a narrative report, showing the activities or portions of activities completed and look ahead during the reporting period.

The report shall state the percentage of the work completed and scheduled, the remaining duration, and the progress along the critical path in terms of days ahead or behind the allowable dates as of the report date. Any changes made by the Contractor to the schedule shall be listed.

If, in the opinion of the Construction Manager, the project is behind schedule, the Contractor shall also submit a narrative report with each updated analysis which shall include but not be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

Notice To Procure Equipment and Material will be issued prior to the Notice to Proceed with construction.

6-3 SUSPENSION OF WORK Add the following:

If the Contractor fails to correct defective or unauthorized work as required by the Contract Documents or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the Owner, by a written order of the Owner's representative or signed personally by an agent specifically so empowered by the Owner, in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the Owner.

In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the Owner may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.

The Owner shall also have authority to suspend the Work wholly or in part, for such period as the Owner may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule.

6-4 DEFAULT BY CONTRACTOR Add the following:

The Contract may be canceled by the Owner without liability for damage when, in the Owner's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the work without the Owner's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on the quantity of work satisfactorily completed at the time of cancellation, less damages caused to the Owner by acts of the Contractor causing the cancellation. The Contractor, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of cancellation of the Contract for any such reason. If the Owner declares the Contract canceled, for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within five (5) working days, assume control and perform the work as successor to the Contractor.

If the Contractor fails to begin delivery of material and equipment, to commence work within the time specified, to maintain the rate of delivery of material, to execute the work in the manner and at such locations as specified, or fails to maintain a work program which will ensure the Owner's interest or, if the Contractor is not carrying out the intent of the Contract, the Public Works Director/City Engineer's written notice may be served upon Contractor, and the Surety on Contractor's faithful performance bond, demanding satisfactory compliance with the Contract.

If the Contractor or Contractor's Surety does not comply with such notice within five (5) working days after receiving it, or after starting to comply fails to continue, the Owner may exclude the Contractor from the premises and take possession of all material and equipment, and complete the work by Owner forces or by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the work will be charged against the Contractor and Contractor's Surety, and may be deducted from any money due or becoming due from the Owner. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the Owner within five (5) working days after the completion, all costs in excess of the Contract price.

If the Surety assumes any part of the work, Surety shall take the Contractor's place in all respects for that part, and shall be paid by the Owner for all work performed by Surety in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time

of Contractor's default shall be payable to the Surety as the work progresses subject to the terms of the Contract.

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

6-5 TERMINATION OF CONTRACT Add the following:

The Owner may terminate the Contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the Owner is prevented from proceeding with the Contract by law, or by official action of a public authority. The Contractor will be compensated for works satisfactorily completed up to the date of termination of the contract by the Owner.

If all or any part of the work shall be damaged or destroyed by war, or acts of foreign aggression, fire, storm, lighting, flood, earthquake, settlement of defective soil, expansion or contraction, cracking or deflection, tidal wave, water, oil (surface or subsurface), mob violence or other casualty before the final completion of the work, the Contractor, upon notice from the Owner, shall resume construction and proceed in accordance with the Plans and Specifications. Provided that such damage or destruction was not caused by any condition related to Contractor's non-conformance with the provisions of these contract documents, the Owner will bear the total cost of removing and/or replacing all damaged and/or destroyed work. However, if the Owner exercises its option to abandon the project because of damage or destruction to the work by any of the above-mentioned causes, Owner may terminate this Contract upon three days' notice to the Contractor. Within 30 days after the date of such termination, the Contractor shall be paid all actual costs of the work to the date of termination for which it had not been previously paid.

If the owner abandons the project, the owner shall have the right, at any time, to terminate this Contract by notice to the Contractor, in which event, the owner shall pay the contractor pro rata for all work actually provided up to the date of such notice, for which it had not been previously paid, and the Owner shall have no further liability or obligations under this contract.

6-6 DELAYS AND EXTENSION OF TIME Add the following:

The Contractor shall retain the right to fully complete (include final completion, punch list and project close out) the Work in less days than established by the contract agreement. However, neither shall a reduction or increase to the Contract Sum be made, if the Work is so fully completed in less days than established by the contract agreement nor shall a Claim be made or granted for Compensable Delay, or any other increase in Contract Sum, if, for any reason, including but not limited to delay caused by owner, the Contractor does not so fully complete the Work in less days than established herein.

When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Public Works Director/City Engineer in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Public Works Director/City Engineer at the time of their occurrence.

Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Public Works Director/City Engineer that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension

for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

6-7 TIME OF COMPLETION

6-7.2 Working Day Revise to read as following:

Working Day All days beginning with the date in the Notice to Proceed and ending with the "completion Date", exclusive of maintenance and plant establishment periods, except the following:

1. Sunday. (The Contractor has an option to work on Sunday provided approved by the City. Contractor shall be responsible for city's actual CM and inspection incurred cost)
2. Any day designated as a holiday by the City.
3. Any day designated as a holiday in a Master Labor Agreement binding the Contractor.
4. Any day the Contractor is prevented from working for cause as established in 6-6 of these specifications.
5. Any day the Contractor is prevented from working during the first (5) hours of the workday with at least sixty percent (60%) of normal work force for cause as established in 6-6 of these specifications

The following days have been designated as holidays by the City of Culver City:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving	4th Thursday in November
Day after Thanksgiving	
Christmas Day	December 25

In addition, Culver City observes a "Holiday Slowdown" during which no work may take place within the public right-of-way. On arterial streets and commercial streets, Holiday slowdown will be observed during the Thanksgiving week, the Christmas week, and the New Year's week; On all other streets, Holiday slowdown will be observed during the Thanksgiving days (including the days before and after), the Christmas days (including the days before and after), and the New Year's Days (and the days before). During the slowdown, the Contractor shall maintain job site and public safety and schedule to perform work outside the public right-of-way. No time extension will be granted due to the failure of the Contractor to schedule the work appropriately.

Add the following subsection:

6-7.4 Work Hours

The Contractor's working hours shall be limited to the hours of 8:00 am to 5:00 pm Monday through Friday (8 hour shift), 9:00 am to 7:00 pm on Saturday, and 10:00 am to 7:00 pm on Sunday, excluding recognized holidays. Multiple 8-hour work shifts within the work hours are allowed in order to meet the contract completion date.

Working days are defined in Section 6-7.2 of the Standard Specifications and as modified above. Work hours other than normal work hours will not be allowed without prior consent of the City Engineer.

For work performed at night, the Contractor shall provide adequate lighting for proper prosecution of the work for the safety of the workers and the public, and for proper inspection.

Work in Caltrans Right of Way may have more restricted working/lane closure hours. The contractor shall adhere to all Caltrans encroachment permit requirements.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY Add the following:

The Contractor shall warranty that all work performed by him under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair or replacement necessary, including repair of settled backfill and resurfacing, pay administrative costs relative to inspection, testing, Contract administration, and attorney fees to restore the work to full compliance with the Plans and Specifications.

The guarantees and agreements set forth hereof shall be secured by a surety bond. Said bond the Contractor may, at his option, provide for the faithful performance bond furnished under the contract to remain in force and effect for said amount until the expiration of said one year period.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the City may, notwithstanding the Provisions of this article, proceed to make such correction or provide such attention, and the costs of such correction or attention shall be charged against the Contractor.

This article does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies of the City in respect to latent defect, fraud implied warranties, or assigned claims

6-9 LIQUIDATED DAMAGES. Delete the entire subsection and substitute the following:

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency, or have withheld from moneys due it, the sum of \$1,000 per day. Execution of the contract under these Specifications shall constitute agreement by the Agency and Contractor that **\$1,000** per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contract all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be addition to the payment of liquidated damages.

6-11 LEGAL ACTIONS AGAINST THE CITY Add the following subsection:

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable to highway work, the provisions of this section shall apply.

a. If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specification unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

b. If, pursuant to court order (other than an order to show cause) the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

c. If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Sections 3 of the Standard Specifications or terminate the Contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

d. Termination of the Contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (1) The Engineer will issue the Contractor a written notice specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:
 - a. Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
 - b. Perform work the Engineer deems necessary to secure the project for termination.
 - c. Remove equipment and plan from the site of the work.
 - d. Take such action as is necessary to protect materials from damage.
 - e. Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
 - f. Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.
 - g. Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.
 - h. Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the City all the right title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
 - i. Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
 - j. Take such other actions as the Engineer may direct.
- (2) Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

- A. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he has directed.
 - B. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the City.
 - C. When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he will recommend that the Engineer formally accept the Contract, and immediately upon and after such acceptance by the Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.
- (3) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

- a. The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the Plans and Specifications and the excessive actual cost shall be disallowed.

- b. A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.
- c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the Engineer.
- d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his Subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his opinion the amount thus paid, together with all amounts previously paid allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES** Add the following:

The routing of trucks with gross vehicle weight exceeding 6,000 pounds through Culver City shall be subject to the provision of City Code Section 7.02.210 and the Contract Documents. Contractor shall submit a proposed haul route plan to the Engineer for approval. Said plan shall be approved prior to mobilization. **The Contractor is advised that any violation of the California Vehicle Code and Culver City Code (such as truck routing, overweight, improper licensing, etc.) will result in citation and fines by the Police Department.** Contractor shall be responsible for the immediate cleanup of all spills of any nature resulting from his operation.

Parking of Contractor's employee's vehicles or any other vehicles not utilized in the construction activity will be restricted during construction and shall not take place in public parking areas outside of the construction zone, unless shown otherwise on the plan or unless by arrangement with the Engineer.

Any commercial vehicle, the laden or unladen weight of which exceeds six thousand (6,000) pounds, shall use the following streets designated as truck routes:

- A. Adams Boulevard.
- B. Centinela Avenue.
- C. Culver Boulevard, between west City boundary and Sepulveda Boulevard.
- D. Fairfax Avenue.
- E. Higuera Street, between Hayden Avenue/Place and Jefferson Boulevard.
- F. Jefferson Boulevard.
- G. La Cienega Boulevard.
- H. National Boulevard.
- I. Sawtelle Boulevard, between Culver/ Washington off-ramp of the San Diego Freeway and Braddock Drive.
- J. Sawtelle Boulevard, between Matteson Avenue and Venice Boulevard.
- K. Sepulveda Boulevard.
- L. Slauson Avenue, east of Jefferson Boulevard.
- M. Venice Boulevard.
- N. Washington Boulevard, east of La Cienega Boulevard.

Most direct route shall be used to and from the restricted street from the truck route.

7-1.2 Temporary Utility Services Add the following:

Contractor is responsible to obtain and pay for construction water. Any water drawn from fire hydrant shall be coordinated through Golden State Water Company (Contact telephone No. 310.838.1324) located at 5839 Green Valley Circle, Suite 106, Culver City, CA 90230

7-2 LABOR**7-2.2 LAWS****7-2.2 LAWS** Add the following paragraphs:

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor and any Subcontractor under him shall comply with the requirements of said Sections in the employment of apprentices.

Pursuant to the provisions of Section 1770 of the Labor Code, the Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of workmen concerned. These rates are set and on file with the City Clerk of Culver City. The Contractor shall pay travel and subsistence payments to each worker as such payments are defined and required in applicable collective bargaining agreements filed in connection with Labor Code Section 1773.8.

Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of Federal law or executive order in the performance of any contract with the City, thereby shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent Federal agency or officer shall constitute evidence of a violation of contract under this section.

7-2.4 Payroll Records Add the following section:

7-2.4 Payroll Records

The Contractor's attention is directed to the following provisions of Labor Code Section 1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by his Subcontractors.

- a. Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and 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.
- 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 such 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 to 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 shall not be given access to such 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.

- d. Each Contractor shall file a **certified copy** of the records enumerated in subdivision (a) with the entity that requested such 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 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 contract shall not be marked or obliterated.
- 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 shall have **10 days** in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor 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.
- h. The Contractor and Subcontractors shall submit to the City Engineer certified payrolls and copies of all payroll checks and paystubs showing all itemized deductions for each employee on a weekly basis during the term of this contract.

7-5 PERMITS Add the following:

The Contractor shall secure all necessary permits from all governing agencies having authority over any portion of the work. The Contractor shall obtain and pay for all other permits.

The Contractor shall obtain, pay, and comply with all permits, including but not limited to the permits requirements as shown in the "Instruction to Bidders" part of this contract document, and give all notices necessary and incident to the due and lawful prosecution of the work and to the preservation of the public health and safety.

7-6 THE CONTRACTOR'S REPRESENTATIVE Add the following:

When and as directed by the City Engineer, the Contractor shall attend all conferences and meetings which the City Engineer deems necessary for the proper progress of work under this contract.

7-8 PROJECT SITE MAINTENANCE

7-8.1 General Add the following:

When and as often as required by the Engineer, the Contractor shall furnish and operate self-loading motor sweepers with spray nozzles, to keep paved areas affected by the work acceptably clean and dust free.

The Contractor shall remove graffiti from all work, materials, equipment, and signs within the project. Equipment, materials, or signs containing graffiti shall not be brought to the project. Any graffiti found on work, materials, equipment, or signs shall be cleaned or removed from the project within 24 hours from its discovery. The cost of graffiti removal shall be borne by the Contractor, and shall be considered as being included in the various Contract items.

Upon project completion, the contractor shall remove all dig-alert utility markings.

The Contractor shall have sole responsibility for providing security for his materials and equipment on and about the work site against theft and vandalism at all times for the duration of the contract. Contractor shall immediately replace all furniture, equipment, supplies, etc., which is being used or owned by the Owner or his/her designee at or on the project site or other areas under the security of the Contractor that is stolen, lost or damaged through theft, vandalism, graffiti, Contractor's negligence or any similar activity.

7-8.2 Air Pollution Control Add the following:

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Project shall comply with the applicable material requirements of the South Coast Air Quality Management District (SCAQMD). All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Material to be disposed of shall not be burned, either inside or outside of the premises. The provisions of Section 300-1.3, "Removal and Disposal of Materials", of the SSPWC permitting disposal of material by burning shall not apply.

7-8.3 Noise Control Add the following:

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

The noise level requirements shall apply to all equipment on the job or related to the job, including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. Each internal combustion engine used for any purpose on the job shall be equipped with a muffler of a type recommended by the manufacturer. The noise level shall be in compliance with Chapter 9, Section 9.07 of the Culver City Municipal Code.

Residential Restrictions

For residential zones, hours of work shall be limited, in accordance with the Culver City Municipal Code pertaining to Mechanical Noise or Construction Noise near Residential Zones, which prohibits:

- (a) The use or operation of any automobile, motorcycle, engine, machine or mechanical device, or other contrivance or facility, or the carrying on of any trade or business, causing between the hours of 8:00 p.m. and 8:00 a.m., any loud or unusual noise or sound, disturbing the peace of residents of a residentially zoned neighborhood.
- (b) The use of any of the foregoing in construction or excavation work between the hours of 5:00 p.m. and 8:00 a.m., on weekday, or between the hours of 7:00 p.m. and 9:00 a.m. on a Saturday, or between the hours of 7:00 p.m. and 10:00 a.m. on a Sunday, which cause any loud or unusual noise or sound disturbing the peace of residents of a residentially zoned neighborhood.

Interference with Business Prohibited

Contractor must comply with Section 9.04.020(D) of the Culver City Municipal Code pertaining to Mechanical Devices, etc., Interfering with Business or Industrial Operations, which prohibits: The operation of any automobile, motorcycle, engine, machine or mechanical device or other contrivance or facility, or the carrying on of any trade or business, any loud or unusual noise or sound from which interferes with the transaction or conduct of any business or industrial operation in the surrounding area, unless the making of such noise is incident to the construction or repair of buildings or equipment or is otherwise necessary to the protection or preservation of the property from which such noise or sound emanates.

7-8.4 Storage of Equipment and Materials Add the following:

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City Engineer, and must be free of objectionable material. The Contractor must submit to the City Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the City Engineer.

Stockpiling or storage of materials on any public right-of-way or parking areas will not be permitted without the approval of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work. All driveway approaches to neighboring businesses and/or residences shall remain open at all times unless allowed in writing by the neighboring businesses and/or residence.

Contractor shall only use a haul route approved in writing by the Engineer. The Contractor shall keep the work site as well as the route to and from the disposal site clean at all times. The Contractor shall immediately remove and haul away all materials included in the various items of removals.

7-8.6 Water Pollution Control Add the following:

The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system. Contractor shall prepare and submit Storm Water Pollution Prevention Plan (SWPPP) prepared by qualified SWPPP developer for City's approval. Once approved, the Contractor shall comply with the requirements of project specific Storm Water Pollution Prevention Plan (SWPPP).

In addition to complying with all applicable federal, state and local laws and regulations, the Contractor shall take note of the NPDES (National Pollution Discharge Elimination System) Requirements. The Contractor shall take all precautionary actions and implement all necessary BMPs to prevent sewer discharges to any portion of the storm drain conveyance system including discharge of pollutants from activities such as paving operations, concrete waste washouts, cold-milling, vehicle and equipment fueling from entering storm drain systems. At the minimum, the following shall be implemented:

1. Handle, store, and dispose of materials properly.
2. Avoid excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans (if applicable).
6. Check and repair leaking equipment away from construction sites.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins if work in their vicinity may allow debris or deleterious liquids to enter.

9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete, or equipment onto a street.
11. Catch drips from paving equipment with drip pans or absorbent material.
12. Clean up all spills using dry methods.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS Add the following subsection:

The Contractor shall examine all adjoining premises (including for the purposes hereof, streets and sidewalks) and buildings, and ascertain, before beginning work, the depth of cellars, materials and construction of buildings and all existing conditions of such premises and the buildings thereon, and shall be governed thereby for the necessary, thorough, safe and satisfactory execution of all work called for herein, whether indicated on Plans and/or specified, or not, and all work and protective measures necessary to keep and leave the said premises and buildings in the same condition as they were before commencing work shall be done without any addition to the Contract Price. Wherever any parts of the existing adjoining buildings interfere with or are interfered with by the work to be performed hereunder, the Contractor shall make whatever changes necessary thereby, whether shown on the Plans, called for in the Specifications, or not shown or not called for. The Contractor, before commencing work on the premises, shall, if he sees fit, make a written report of the conditions as found at that time, noting particularly any defects in evidence, taking photographs of the exteriors, and, if necessary, photographs of interiors, and shall deliver to the Owner a copy of the written report of the examination and copies of photographs with the date of taking thereon. The Contractor shall invite the Owner and the owners of the respective properties and buildings to join with them in the examination of the premises and buildings. The Owner may, at its option, be present during the examination. If the Contractor fails to make the examination and report as herein specified, it will be deemed that the adjoining buildings and premises are in good condition, and all claims for damages, repairs and replacements must be treated by the Contractor on the basis that the buildings and premises were in good condition before work began.

The Contractor shall shore up, brace, underpin, secure, and protect all foundations, improvements, and other parts of existing structures adjacent to the work site, which may in any way be affected by excavation or other operations in connection with the work to be performed under this contract. The Contractor shall be responsible for giving all required notices to any joining property owner or other party before commencement of work.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access Add the following:

Traffic and access, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures, shall be in accordance with Subsection 7-10, of the latest edition of the Standard Specifications for Public Works Construction, including all its subsequent amendments; the latest edition of the Work Area Traffic Control Handbook ("WATCH") as published by the Building News, Inc., 990 Park Center Drive, Suite E, Vista, California 92081, and the following Special Provisions. In the event of conflict, the Special Provisions shall take precedence over the Work Area Traffic Control Handbook ("WATCH") and the Standard Specifications, and the Work Area Traffic Control Handbook ("WATCH") shall take precedence over the Standard Specifications.

The Contractor is solely responsible for the traffic control safety of pedestrians and vehicles on the public right-of-way within the Contractor's work area. The Contractor shall hold harmless and indemnify the Owner, and each of its officers and employees, for any and all damages to persons and property due to the Contractor's failure to maintain adequate traffic control and safety. It is the affirmative duty of the Contractor to maintain all of his traffic control devices on the project at all times, including night and/or weekends.

The Contractor shall notify by printed notice, the occupants of all properties within the construction zone of any access, parking and circulation restrictions and limitations that will be created by the

construction at least 7 calendar days in advance of the commencement of construction. This notice shall be prepared by the City of Culver City, but be distributed by the Contractor.

Traffic Control Plans (TCP)

Traffic Control Plans (TCP) on 24" x 36" sheet have been included in the bid plan package and clearly show and describe all proposed lights, warning signs, barricades, delineators, temporary lane markings, temporary traffic signals or signs, and any and all other facilities proposed to be installed. It shall be the Contractor's responsibility to immediately revise the TCP at the direction of the Engineer, and the Contractor hereby agrees that such Plan shall be strictly adhered to, and the Contractor hereby understands and agrees that its failure to provide any facility or device as shown on the TCP, or its deviation from said Plan, shall constitute a breach of contract. Traffic control set up in the field shall be inspected and approved by the City Engineer's Representative prior to commencement of any construction activity. Construction Sequence Plans for stages of construction are included in the project plans set and shall be adhered to. TCP plans in the project plan set have been prepared for the widening and replacement of the Higuera bridge of the project. All other work on this project will require contractor prepared TCP plans, including detour plans as directed by the City to provide alternate routes around the construction area. The Ballona Creek Bike Path shall remain open at all times during construction. When it is absolutely necessary for the Bike Path to be closed down due to construction activities, the contractor shall place "BIKE PATH CLOSED DUE TO CONSTRUCTION" signs at the Bike Path entrances immediately upstream and downstream of the construction site. Portable CMS signs shall be placed at least 7 days in advance at these locations.

Business Access

Pedestrian and vehicular access shall be maintained to businesses fronting the Work except when construction of areas immediately fronting a business entrance precludes such access. Contractor shall notify affected business three (3) business days in advance of construction.

Contractor shall make provisions for deliveries to business including temporary loading zones

Convenient and safe pedestrian access to occupied residential and business property shall be maintained at all times. Access to mailboxes must be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up service shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

Temporary No Parking

The Contractor shall notify in writing residents of property adjoining the location of the work at least forty-eight (48) hours before the start of construction on that street. The Contractor is responsible for posting "temporary no-parking" signs at least forty-eight (48) hours before using the parking lane for construction purposes. The Contractor shall be responsible for furnishing, posting, and removing temporary "No Parking" and "No Driving" signs (as applicable) along project streets. Signs shall be posted on each side of the street with a maximum of 200 feet between signs. When necessary, the Contractor shall furnish posts. Pursuant to City requirements, "Temporary No Parking" signs must be posted and verified by the Culver City Police Department 48 hours prior to beginning of construction.

The Contractor shall coordinate with postal authorities for the temporary relocation of mailboxes. Contractor shall provide signage directing pedestrian and vehicular traffic to temporary mailbox locations.

In the case of work requiring excavation of the roadway which may interfere with the use by residents or businesses of their driveways, suitable provisions shall be made by the Contractor at such time as the exigencies of construction may demand a temporary blocking of said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents of this need well in advance. Further, the Contractor shall provide access to each

residential or commercial establishment each evening. Any trench or excavation in the street or alley which remains open after work hours shall be covered by steel plates.

The Contractor shall conduct his operations in such a manner as to provide reasonable access to the adjacent properties and shall have no greater length or quantity of work under construction than he can properly prosecute with a minimum of inconvenience to the public and other contractors engaged on adjacent or related work.

7-10.3 Street Closures, Detours, Barricades Add the following:

No closure of any street shall be allowed unless prior written permission is obtained from the City Engineer. If permission to close a street is granted, then the Contractor is required to notify in writing at least five (5) working days in advance of street closures, all emergency services, and school bus services shall be notified by the contractor in writing of the locations, time, and date of the closures. In case of schedule changes, the emergency services, etc., shall be notified by telephone at least two (2) days in advance of the street closure.

7-10.4.1 Safety Orders, Add the following:

Safety Orders and Safety Control

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed.

No provision of the Contract Documents shall act to make the Owner, the Engineer or any other party than the Contractor responsible for safety. The Engineer shall not have authority for safety on the project. The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, or other authorized representatives of the Owner, from and against any and all actions, damages, fines, suits and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

Safety Program

The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work the Contractor shall prepare and submit to the Engineer a Contractor Safety Program that provides for the implementation of all the Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with the safety programs, precautions and procedures of each of its subcontractors and other prime Contractors performing work at the site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions and procedures in connection with the Work and for coordinating its programs, precautions and procedures of the subcontractors and

other prime contractors performing Work at the site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on site.

The Contractor's compliance with requirements for safety and/or the Engineer's review of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The Engineer's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program.

Safety Supervisor

The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Engineer in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Engineer.

The Contractor, will, through and with his Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training classes for all job personnel. The Owner shall have the authority to request removal of the Contractor's Safety Supervisor if that representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the Owner to ensure the Contractor perform its work safely.

Safety and Protection

The Contractor shall take all necessary protection to prevent damage, injury and loss to:

All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Owner has issued a notice of final completion to the Contractor.

Safety Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract have been caused thereby.

Safety Violations

Should the Contractor fail to correct an unsafe condition, the Engineer shall immediately notify the Owner of the Contractor's failure to correct the unsafe condition. The Owner shall then notify the Contractor through the Engineer that the unsafe condition must be corrected or the work in question will be stopped until the condition is corrected to the satisfaction of the Owner. No extension of time or additional compensation will be granted as a result of any stop order so issued.

The Owner shall have the authority to require the removal from the project of the foreman and/or superintendent in responsible charge of the work where safety violations occur.

Equipment Safety Provisions

The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including Owner-selected equipment subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes, and where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

On-Site Copies Required

The Contractor shall have at the work site copies or suitable extracts of: Construction Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety.

Compliance Required

Contractor shall comply with provision of these and all other applicable laws, ordinances, and regulations, including but not limited to the Occupational Safety and Health Act of 1970 and current amendments, if any, to which particular attention is directed.

Clearance from Power Lines

To help prevent injuries and electrical service interruptions, Contractors are reminded CAL/OSHA requires tools, machinery equipment, apparatus, materials, or supplies must be kept at least 10 feet from voltage lines energized at 50,000 volts or less and even greater distances for lines in excess of 50,000 volts. In addition, the Penal Code of the State of California, Section 385, makes it a misdemeanor to violate certain clearances from high voltage lines.

Prior to starting work in which the aforementioned clearances will be impaired, it will be necessary to contact the Southern California Edison (SCE) Company Business Office nearest the proposed work location and request assistance. SCE will take appropriate action to assist in maintaining required clearances. Such action will be at Contractor's expense. Sufficient lead time to permit planning and scheduling of any necessary work will be required.

Special Hazardous Substance and Process

Contractor acknowledges that Contractor is aware of and in compliance with the provisions of the Hazard Communication Standards (California Administrative Code, Title 8, Section 4194). Contractor shall, at the request of the Owner, demonstrate that Contractor is in complete compliance with the Hazard Communication Standards.

In addition, Contractor shall, at the request of the Public Works Director/City Engineer, provide to the Owner a Material Safety Data Sheet for any product handled or used by the Contractor on Owner property or in an area where an Owner's employee is working.

7-13 LAWS TO BE OBSERVED

The Contractor shall keep 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, and shall cause all his or her agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the Owner, and all its officers and employees connected with the work, and including but not limited to the Public Works Director/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 Contractor's employees.

If any discrepancy or inconsistency is discovered in the Plans, Drawings, Specifications, or Contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the Engineer in writing.

7-15 RECORD DRAWINGS Add the following section:

At the beginning of the project, one print of each applicable drawing will be issued by the City for use in preparing record drawings.

Actual construction conditions shall be accurately and completely recorded on the prints as the project progresses. Contractor shall make complete, current, Record Drawings available for review by the City during the time the Contractor's Application for Payment is being reviewed. Incomplete Record Drawings may delay approval of said Application. Upon completion of the work, the Contractor shall sign the record drawings and shall submit same to the City's Inspector for checking and approval prior to the Notice of Completion is filed.

SECTION 8 -- FACILITIES FOR AGENCY PERSONNEL

Facilities for Agency Personnel shall be **Class "B" field office** on this project unless specified otherwise in technical Provisions.

SECTION 9 -- MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General. Add the following at the end of the second paragraph:

Payment for cost of work to comply with the General Provisions of the Standard Specification for Public Works Construction and as modified by this Contract shall be included in the various bid items, and no additional payment will be made.

Bid prices provided on the appropriate Bid Form will remain in force as Unit Prices under the Contract Documents until the Contract has been fully performed. No cost escalation is allowed due to material price increase for the term of the project.

When an item of work is not listed in the "bid schedule" in the bid proposal, the cost of such work shall be considered to be included in the cost of the other Work that is listed. The Contractor is to provide all labor, material, and equipment necessary to complete the Project in accordance with the plans and specifications including, but not limited to the following:

- a. All "Special Provisions" work required to complete the Project in a safe and orderly manner including, but without being limited to, safety measures, hoists, flagmen, clean-up, barricades, fences, temporary utilities, utility fees and charges, parking for the Contractor's and Subcontractor's personnel, and temporary facilities as may apply to this Work;

- b. All insurance in accordance with the insurance requirements of the Contract;
- c. Maintain and update current record drawings on-site. Upon project completion provide the Owner a legible set of record drawings, operation and maintenance manuals, warranties, and guarantees;
- d. All permits required;
- e. Construction schedule indicating material lead times, shop drawings, order dates, start and end dates, milestone dates. The schedule shall be updated monthly;
- f. Monthly project status report; Attend weekly project meetings;
- g. All engineering, testing and inspection costs for defective work, and work performed outside of the work hours set forth in Section 6-7 of the Special Provisions;
- h. Repair or replace all existing improvements (public or private) damaged by the Contractor. The Contractor is responsible to provide evidence of pre-existing conditions;
- i. All scheduling of utility connections turn on/off including but not limited to electrical services (for street lighting, traffic signals, and irrigation controllers) and water meters.
- j. All construction survey/staking necessary to set grade for all improvements. The survey provider shall be appropriately licensed by the State of California and is subject to approval by the Owner;
- k. Watchman or security service, as necessary;
- l. Perimeter fencing of work zones and staging area as necessary for public safety and protection of equipment and materials;
- m. Dust control, street cleaning, and protection and/or replacement of existing surfaces or properties; and
- n. Submittal Log of all submittals required to the Owner including but not limited to SWPPP, material, products, concrete testing data, batch plant testing data, shop drawings and traffic control and phasing plans. Said log shall be updated for each weekly project meeting.

All costs for the preceding shall be included in the other items for which bids are entered.

The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expense, losses or damages, as determined by the Engineer, incurred by the City, for which the Contractor is liable under the Contract.

Other Withholds

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover:

- a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.
- b. Defective work not remedied.
- c. Failure of the Contractor to make proper payments to its subcontractors or suppliers.

- d. A reasonable doubt that the Contract can be completed for the balance remaining.
- e. Damage to another Contractor or third party, or to private or City property.
- f. Failure of the Contractor to keep its work progressing in accordance with its progress schedule or maintaining current Record Drawings.
- g. The Owner's costs for the Contractor's failure to complete work within the allowed time.
- h. Cost of insurance arranged by the Owner due to cancellation or reduction of the Contractor's insurance.
- i. Failure of the Contractor to make proper submissions, as herein specified.
- j. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule.
- k. Payments due the Owner from the Contractor.
- l. Provisions of law that enable or require the Owner to withhold such payments in whole or in part.

The Owner in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Owner will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the Owner to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300. There would be an associated administrative charge of \$75 per each Contractor's Progress Invoice.

9-3.3 Delivered Materials Add the following:

Unless included in the Bid Schedule, or unless otherwise called for in Technical Provisions, no payment will be made for materials or equipment delivered but not yet incorporated in the work.

Add the following:

9-3.5 Final Pay Quantities.

When the estimated quantities for a specific portion of the work are designated as a final payment quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specified portion of the work shall be considered as approximate only, and no guarantee is made that the quantities which can be determined by computations made based on the details and dimensions shown on the plans will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

SECTION F

TECHNICAL PROVISIONS

(SUPPLEMENTS AND MODIFICATIONS TO
THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION)

SECTION F – TECHNICAL SPECIFICATIONS - GENERAL

CONSTRUCTION METHODS

(SUPPLEMENTS AND MODIFICATIONS TO
THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION)

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

Clearing and grubbing shall consist of the removal and proper disposal of vegetation, organic material, debris, and other unsuitable matter from the designated slope stabilization area. It shall also include remedial grading of the slope face to remove loose or unstable soils and establish a suitable subgrade for the installation of the Enkamat R45 mesh system. This includes minor recontouring and compaction of the exposed surface to ensure stability and uniformity. Other items not specifically mentioned but required by the Plans and Specifications shall also be considered part of the work under this section.

All vegetation and debris shall be removed to a depth sufficient to expose firm soil, ensuring direct contact between the mesh and slope surface. Existing trees and root systems not interfering with mesh installation shall be preserved unless otherwise specified.

Remedial grading shall include reshaping the slope face as directed by the Engineer. This work involves the removal of loose or disturbed soil and the minor recontouring of the slope to enhance stability. The existing ground shall be compacted as necessary to create a uniform surface suitable for anchoring the mesh system. All remedial grading activities shall conform to Section 300 of the Standard Specifications. The work shall be performed with care to avoid disturbing the integrity of the existing slope beyond the limits shown on the plans.

All equipment and facilities shown on the Plans to be salvaged, removed and stockpiled, adjusted, and/or relocated shall be measured, marked, and identified in the field.

Contractor shall note the locations, dimensions, and configurations of all existing equipment to be salvaged, and shall clearly mark or tag all equipment to be reused in the field prior to removal to facilitate reassembly; Contractor shall notify Engineer of any damaged or non-salvageable materials **prior** to commencing any removal or grading operations. Materials found to be damaged after the work commences shall be assumed to be the responsibility of the Contractor. Contractor will not be paid for the replacement or repair of facilities or equipment believed by the Engineer to be damaged after the work commences.

Contractor shall replace designated, unusable existing facilities and equipment, in kind, at the direction of the Engineer.

All roots 2 inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the CITY. Any such root removed without the CITY'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 in the Contractor's employ.

(See Section 306-1.1 for Trench Excavation requirements).

300-1.3 Removal and Disposal of Material

300-1.3.2 Requirements. The text of Subsection 300-1.3.2(a) and (b) of the Standard Specifications is hereby deleted.

300-1.4 Payment. Add the following:

Full compensation for tree removal shall be considered included in the price bid for the tree removal bid item and shall include providing and installing any fill and compaction necessary to make grade at the location of the tree removal or tree well.

SECTION 301 - TREATED SOILS, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

308-6 MAINTENANCE AND PLANT ESTABLISHMENT

308-6.4 Plant Establishment and Landscape Maintenance Requirements.

308-6.4.1 General. In order to carry out the work, the Contractor shall maintain a sufficient number of workers and adequate equipment to perform the work herein specified from the time any planting is done until the final approval.

If at any time the Contractor is not performing maintenance work in the opinion of the Engineer, maintenance period shall be suspended and not restarted until all deficiencies have been corrected to the satisfaction of the Engineer. No payments will be made for work required during the suspended period and the period shall be extended by the length of time of the suspension.

All plants and planted areas shall be kept well watered and kept well weed-free at all times. Weeds shall be removed and disposed of off the site.

The Contractor shall be responsible for detecting diseases and pests as soon as their presence is manifested. He shall take immediate action to identify the disease and/or pest and apply such remedies as are necessary to control the infestation. He shall remove all rodents, taking control measures immediately upon discovery.

Apply commercial fertilizer on all planted areas as required to sustain growth. The Engineer shall be notified at least 2 days before starting this operation.

Damage to planting areas shall be repaired immediately.

308-6.4.3 Trees, Shrubs, and Ground Covers.

No pruning shall be performed by the Contractor unless directed in writing by the Engineer. The Agency's Certified Arborist must be present for any attempted pruning operations. Seventy-two (72) hours prior notice to the Agency is required before commencing pruning operations.

ANY TREES PRUNED WITHOUT PERMISSION OR IN A FASHION UNACCEPTABLE TO THE AGENCY SHALL BE REPLACED IN KIND AND SIZE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE AGENCY.

If pruning is permitted by the Engineer:

- All trees and shrubs shall be pruned to maintain natural structure. Clipping into formal shapes such as boxes and balls will not be allowed unless such is specified in the design.
- Young trees shall be pruned to select and develop permanent scaffold branches; to remove overlapping and rubbing limbs; to eliminate narrow crotches; and to maintain growth within space limitations. All cuts shall be made to lateral branches, or buds, or flush with branch bark collar. Side pruning of young trees, stubbing or heading back will not be permitted.
- Evergreen trees shall not be pruned, except under the direction of the Engineer.
- The objectives of shrub pruning are the same as for trees.

Ground covers shall be edged and trimmed to keep in bounds and to achieve an overall even appearance. Keep ground cover 12-inches (300mm) clear of the base of shrubs, and clear of low branches.

308-6.4.4 Replacement of plants. All plants that show signs of failure to grow at any time during the life of the contract or those plants so injured or damaged from any cause, including vandalism, as to render them unsuitable for the purpose intended shall be immediately replaced in kind and size at the expense of the Contractor.

308-6.4.5 Inspections. A written notice requesting an inspection should be submitted to the Engineer at least 48 hours prior to the anticipated date.

Prior to inspection, the site must be thoroughly cleaned up and all excess material and debris removed.

Prior to start of and at the end of the plant establishment and landscape maintenance periods, the Contractor will be required to have a complete inspection and approval of all landscape construction items.

An inspection shall be scheduled at 30-calendar day intervals during the landscape maintenance period.

1. GENERAL

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required in the specifications and contract documents. The general item of work involves the stabilization and restoration of an existing slope through debris removal, regrading, and structural reinforcement. Work includes reshaping the slope, installing soil nails for reinforcement, and applying ENKAMAT high-tensile mesh for surface stabilization and erosion control, including all other items not mentioned but indicated in the Plans and Specifications.

All work as shown on the Contract Drawings and indicated on the Contract Documents, including General Conditions and General Requirements, shall conform to the latest edition of the Standard

Specifications for Public Works Construction (SSPWC), the “Green Book”, and as supplemented and clarified herein.

2. BID ITEM 1 - MOBILIZATION

2.1 GENERAL

Mobilization and traffic control shall conform to the provisions of Sections 9-3.4 of the Standard Specifications and Special Provisions of this specification, except modified herein.

The scope of the work shall include the obtaining of all bonds, insurance; moving onto the site of all project work areas and equipment; and the furnishing of other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include but not be limited to the following principal items:

1. Notification to businesses.
Contractor will be required to print and distribute a 7-day advance notice to each business that may be impacted by the construction. Submit the notices to the City for approval.
2. The movement of personnel, equipment, supplies and incidentals to the project site.
3. Furnishing, installing, and maintaining all storage yards or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work.
Construction yard: As required by Section 7-8.4 of the Special Provisions, the contractor is responsible for locating the construction yard for its construction operation. The contractor shall provide lease agreement and insurance prior to use any rented lot.
4. Confined space entry to excavations
5. Have the Contractor's superintendent at the job site full time.
6. Submittal of required construction schedule as specified.
7. All submittals as required in the specifications.
8. Prepare erosion control.

The maximum price for this bid item **shall not exceed 5 percent** of the total contract price of total base bid. **BID ITEM NO. 1 - Mobilization** includes all work necessary to mobilize and demobilize forces, equipment, transportation, and materials; obtain bonding, insurance, permits, licenses; SWPPP, and other work as necessary to prepare for constructing the work.

2.2 PAYMENT

Payment for **BID ITEM NO. 1 - MOBILIZATION** shall be at the contract lump sum (LS) bid price and shall be payable as follows for each payment upon approval of the Public Works Director/City Engineer.

- a. Payment of up to 50 percent of the contract lump sum (LS) bid price for mobilization at the first progress payment.
- b. Payment to 75 percent of the contract lump sum (LS) bid price for mobilization at the second progress payment.
- c. Payment to 100 percent of the contract lump sum (LS) bid price for mobilization at the last progress payment.

3. BID ITEM 2 – CLEARING AND GRUBBING

3.1 GENERAL

This item shall consist of all labor, equipment, and materials necessary to clear and grub the designated slope stabilization area. Work includes the removal and disposal of vegetation, organic matter, debris, and other unsuitable material in accordance with the project plans and specifications. Existing trees and vegetation designated to remain shall be protected in place unless

otherwise directed by the engineer. All work should conform to Section 300-1.1 of the Standard Specifications.

3.2 PAYMENT

Payment for **BID ITEM NO. 2 – CLEARING AND GRUBBING** shall be at the contract lump sum (LS) bid price and shall be payable as follows for each payment upon approval of the Public Works Director/City Engineer.

4. **BID ITEM 3 – SURVEYING**

4.1 GENERAL

This item shall consist of all labor, equipment, and materials necessary to perform surveying to determine the working limits on the hillside.

4.2 PAYMENT

Payment for **BID ITEM NO. 3 – SURVEYING** shall be at the contract lump sum (LS) bid price and shall be payable as follows for each payment upon approval of the Public Works Director/City Engineer.

5. **BID ITEM 4 – REMEDIAL GRADING**

5.1 GENERAL

Remedial grading shall include reshaping the slope face as directed by the Engineer and as shown on the plans. This work involves the re-placement of loose or disturbed soil and the minor recontouring of the slope to enhance stability and create a flat surface area. The existing ground shall be lightly watered and compacted as necessary to create a uniform surface suitable for anchoring the mesh system. All remedial grading activities shall conform to Section 300 of the Standard Specifications. The work shall be performed with care to avoid disturbing the integrity of the existing slope beyond the limits shown on the plans.

5.2 PAYMENT

Payment for **BID ITEM 4 – REMEDIAL GRADING** shall be at the contract lump sum (LS) bid price and shall be payable as follows for each payment upon approval of the Public Works Director/City Engineer.

6. **BID ITEM 5 – ENKAMAT R45 MESH**

6.1 GENERAL

This item includes furnishing and installing the Enkamat R45 mesh system for slope stabilization. The work includes site preparation, placement of the mesh, installation of all associated anchoring components (nails, spike plates, and mesh connectors), tensioning of the mesh, and any other incidental work required for a complete functioning system. The mesh system shall be installed

over the prepared slope surface, including fiber rolls and other erosion control measures as shown on the plans.

6.2 PAYMENT

Payment for **BID ITEM 5 – ENKAMAT R45 MESH SYSTEM** shall be at the contract square feet (SF) bid price and shall be payable as follows for each payment upon approval of the Public Works Director/City Engineer.

7. **BID ITEM 6 – COASTAL SAGE SCRUB SEED MIX**

7.1 GENERAL

Once the Enkamate R45 mesh system has been set in place, the slope shall be planted with Coastal Sage Scrub Seed Mix (also known as Pacific Coast Seed) from S&S Seeds or equivalent.

COASTAL SAGE SCRUB MIX

<u>SPECIES</u>	<u>COMMON NAME</u>	<u>BULK #'s/ACRE</u>	<u>Min%P/%G</u>
<i>Acmispon heermannii</i>	<i>Herman lotus</i>	1.00	80/70
<i>Acmispon glaber</i>	Deerweed	4.00	85/70
<i>Artemisia californica</i>	California sagebrush	2.00	15/30
<i>Camissoniopsis cheiranthifolia</i>	Beach evening primrose	1.00	85/80
<i>Collinsia heterophylla</i>	Chinese houses	1.50	88/75
<i>Encelia californica</i>	Bush sunflower	3.00	20/60
<i>Eriogonum fasciculatum</i>	California buckwheat	8.00	65/08
<i>Eschscholzia californica</i>	California poppy	2.00	88/75
<i>Festuca microstachys</i>	Small fescue	6.00	85/78
<i>Isocoma menziesii</i>	Coast goldenbush	3.00	15/15
<i>Lasthenia californica</i>	Dwarf goldfields	0.50	80/60
<i>Lupinus succulentus</i>	Arroyo lupine	3.00	88/75
<i>Mimulus aurantiacus puniceus</i>	Mission red monkeyflower	2.00	04/40
<i>Salvia apiana</i>	White sage	2.00	80/15
<i>Salvia mellifera</i>	Black sage	2.00	80/40
<i>Sisyrinchium bellum</i>	Blue-eyed grass	1.00	88/60
<i>Stipa pulchra</i>	Purple needle grass	<u>3.00</u>	88/70
		45.00	

This bid item shall include plant establishment for 30 days. Contractor shall water the seeds 3 days per week, with one day in between watering days, preferably on Mondays, Wednesdays, and Fridays.

7.2 PAYMENT

Payment for **BID ITEM 6 – COASTAL SAGE SCRUB SEED MIX** shall be at the contract square feet (SF) bid price and shall be payable as follows for each payment upon approval of the Public Works Director/City Engineer.

--- END OF SECTION F---