

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR**

FY2027 Residential Street Resurfacing Project, PS-005



CITY OF CULVER CITY

BID NO. #2703

Public Works Department

City of Culver City

9770 Culver Boulevard

Culver City, CA 90232-0507

(310) 253-5600

Yanni Demitri, P.E., T.E., Public Works Director and City Engineer

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NOTICE INVITING BIDS

NOT FOR CONSTRUCTION

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

**FY2027 Residential Street Resurfacing Project, PS-005
BID NO. #2703**

1. ANNOUNCEMENT

Notice is hereby given that electronic bids will be accepted by Culver City PlanetBids, for furnishing all labor, services, materials, and equipment, and performing all work to provide for a complete and acceptable project for:

FY2027 Residential Street Resurfacing Project, PS-005, BID NO. #2703

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, for the following project(s): **"FY2027 Residential Street Resurfacing Project, PS-005"**.

3. COMPLETION OF WORK:

All work to be done under this contract shall be completed within **Sixty (60) working days**, beginning after the issuance of the "Notice to Proceed" by the City Engineer, not work should start before the NTP is issued. If Add Alternate bid items are approved, **Twenty (20) working days** shall be added to the contract total working days.

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

Bid's must be submitted electronically through [Culver City PlanetBids](#), by or before 3:00 p.m. (PST) on **Thursday, September 10, 2026**. ("Proposal Deadline").

The electronic procurement system will not accept any Bid's after the Deadline. Only a Proposal submitted electronically through Culver City's PlanetBids will be considered for evaluation. No separate hardcopy materials will be accepted by the City.

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.

Bid security must be submitted electronically through [Culver City PlanetBids](#) along with the bid proposal.

7. BID DOCUMENTS

A copy of the plans and specifications shall be available on [Culver City PlanetBids](#).

8. PRE-BID MANDATORY CONFERENCE

No Pre-Bid meeting is scheduled for this project.

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

Questions with regards to this bid should be submitted through [Culver City PlanetBids](#) by **Tuesday, September 1, 2026**. All firms registered for the bid will receive responses to all questions and any other addenda that may be released, electronically by **Thursday, September 3, 2026**.

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. WAGE RATES AND PUBLIC WORKS REGISTRATION PROGRAM

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."

13. 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" or "C-12"** 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

NOT FOR CONSTRUCTION

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 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 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. 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 electronically via Culver City PlanetBids. The electronic procurement system will not accept any Bid's after the Deadline. Only a Proposal submitted electronically through Culver City's PlanetBids will be considered for evaluation. No separate hardcopy materials will be accepted by the City.

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 Addenda

Addenda for the project will be posted on [Culver City PlanetBids](#). PlanetBids automatically sends electronic alerts to registered bid holders of addenda notifications.

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. Failure to acknowledge all addenda may result the bid proposal being deemed as non-responsive by the City.

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 Culver City PlanetBids 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 Culver City PlanetBids.

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. Any or all addenda/addendum;
4. Bid Forms, Section C;
5. Award and Execution of Contract, Section D;
6. Special Provisions, Section E;
7. Technical Specifications, Section F, appendices and appended drawings.

7. BID GUARANTY

Bid Guaranty Enclosed With Bid

Each bid shall 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.

Bid security must be submitted electronically through Culver City PlanetBids along with the bid proposal.

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 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 results will be available after the closing on the Culver City Planet Bids portal.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

Bid's must be submitted electronically through Culver City PlanetBids. 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 all Bidders 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 ninety (90) 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. INDEMNIFICATION.

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, reasonable attorneys' fees and judgments arising from or in any manner connected to Contractor's or its employees or agent's 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.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify an Indemnitee from any claim arising from the sole negligence, active 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 Culver City Building 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. **The City shall issue a no-fee City street use permit and transportation permit.**

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.

-- End of Section --

SECTION C

SECTION C

BID FORMS

BID FORM**FIRM
NAME** _____**ADDRESS** _____
_____**TELEPHONE** _____**E-MAIL** _____**FOR****FY2027 Residential Street Resurfacing Project, PS-005****FOR****CITY OF CULVER CITY
CULVER CITY, CALIFORNIA****BID NO. #2703****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: **FY2027 Residential Street Resurfacing Project, PS-005.**

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 **FY2027 Residential Street Resurfacing Project, PS-005.**

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 **Sixty (60) working days**, beginning on the date stipulated in the written Notice to Proceed issued by the City Engineer. If Add Alternate bid items are approved, **twenty (20) working days** shall be added to the contract total working days.

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, no Claim shall 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.)

FY2027 Residential Street Resurfacing Project, PS-005

BID SCHEDULE

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL
1	Mobilization	1	L.S.		
2	Traffic Control	1	L.S.		
3	Construction Staking	1	L.S.		
4	PCC Improvement:				
	a. Remove and reconstruct 6" PCC Driveway approach or 6" PCC cross gutter over 6" CMB	450	SF		
	b. Remove and reconstruct 4" PCC sidewalk on 3" CMB	200	SF		
	c. Remove and reconstruct 6" PCC Curb and Gutter over 6" CMB	150	LF		
5	Localized Full Depth AC Reconstruction as needed:				
	a. Roadway Excavation – Removal of AC Pavement base and Subgrade	10	CY		
	b. Construct localized 6" AC pavement	25	TON		
6	Cold Mill and Remove 0-2" Existing Pavement	330,00	SF		
7	Cold Mill and Remove 4" Existing Pavement	41,100	SF		
8	2" Conventional AC Leveling Course	520	TON		
9	2" Construct ARHM Pavement Overlay	5,160	TON		
10	Adjust Existing Manhole to Grade	12	EA		
11	Restore Traffic Striping, Signage, and Markings	1	L.S.		

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL
12	Traffic Loops	2	EA		
13	Forta-Fi Fiber Reinforcement for Asphalt Pavement	5,160	Pounds		
Total Bid Amount (Bid Items 1~13)					
TOTAL BASE BID AMOUNT WRITTEN IN WORDS (Bid Items 1~13):					
ADDITIVE BID SCHEDULE: Alley Reconstruction, PZ295 (AC option, 4" AC over 6" CMB)					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL
A1	Mobilization	1	LS		
A2	Traffic Control	1	LS		
A3	Construction Survey & Staking	1	LS		
A4	Roadway Excavation and Grading	400	CY		
A5	Construct 6" PCC Alley Approach over 4" CMB	800	SF		
A6	R&R 4" PCC sidewalk/ramp over 4" CMB at alley approach	150	SF		
A7	Const. 2' wide 6" PCC V-Gutter over 4" CMB	1300	SF		
A8	Construct 6" CMB for Alley	450	Ton		
A9	Construct 4" AC Alley Pavement	300	Ton		
A10	Redwood Headers, as needed	300	LF		
A11	Adjust Manhole to Grade	2	EA		
Total AC Additive Bid Amount (Bid Items A1~A11)					
TOTAL ADDITIVE BID AMOUNT WRITTEN IN WORDS (Bid Items A1~A11):					

ADDITIVE BID SCHEDULE: Alley Reconstruction, PZ295 (PCC Option, 6" PCC over 4" CMB)					
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL
AA8	Construct 4" CMB Full Alley Width	350	Ton		
AA7-9	Construct 6" PCC Full Alley Width	13000	SF		

Total PCC Additive Bid Amount (Bid Items AA12~AA13) (all other bid price in Bid Items A1~A6, and A10~A11) shall be the same.)	
TOTAL ADDITIVE BID AMOUNT WRITTEN IN WORDS (Bid Items AA8 & AA7-9):	

Note to Bidders:

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.

The city may or may not award the work in additive bid schedule, which is not part of the **TOTAL BASE BID Amount**.

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 "pot holes," 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. Failure to acknowledge any or all addenda or addendum may result the bid proposal being deemed as non-responsive by the City.

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 to 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: _____

E-mail: _____

Contractor License No: _____ Class: _____

OR:

California Public Works Contractor Registration No: _____

Name of Partnership Bidder: _____

Bid Prepared By: _____

Business Address: _____

E-mail: _____

Business Telephone Number: _____

List Names and Business addresses of All Partners Below:

Persons who inspected site of the proposed Work for your firm:

Name: _____

Title: _____

Date of Inspection: _____

Name: _____

Title: _____

Date of Inspection: _____

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: _____

E-mail: _____

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 supplement information as a separate package.

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 & E-mail: _____

5.3 License

Bidders must be licenses in the State of California as **"A" or "C-12" Contractor**.

Complete the information requested below.

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 **\$2,000,000** 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 \$50,000 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 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-4, 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

5.6.1 Construction Experience

Furnish a list of at least three (3) similar (scope of work and cost) projects completed in the past five (5) years, two (2) of which must have been built in the State of California. 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.

NOT FOR CONSTRUCTION

SIMILAR PROJECTS FOR LAST FIVE (5) YEARS

1. _____
Project Name and Location

Owner

Engineer

Address and telephone

Project Components

Contract Amounts (\$)

Date Completed

2. _____
Project Name and Location

Owner

Engineer

Address and telephone

Project Components

Contract Amounts (\$)

Date Completed

3. _____
Project Name and Location

Owner

Engineer

Address and telephone

Project Components

Contract Amounts (\$)

Date Completed

4. _____
Project Name and Location

Owner

Engineer

Address and telephone

Project Components

Contract Amounts (\$)

Date Completed

5. _____
Project Name and Location

Owner

Engineer

Address and telephone

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 w/Firm	Years Total
Name	Function	Years w/Firm	Years Total
Name	Function	Years w/Firm	Years Total
Name	Function	Years w/Firm	Years 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

NOT FOR CONSTRUCTION

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:

FY2027 Residential Street Resurfacing Project, PS-005

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)

8 NONCOLLUSION DECLARATION**NONCOLLUSION DECLARATION**

(To Be Executed By Bidder and Submitted With Bid)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Name: _____

Title: _____

Signature of Bidder _____

SECTION D

SECTION D

**AWARD AND EXECUTION OF CONTRACT
AGREEMENT, BONDS AND INSURANCES**

SECTION D - AWARD AND EXECUTION OF CONTRACT**1 SAMPLE AGREEMENT****CITY OF CULVER CITY****CONSTRUCTION BID 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 for the total lump sum of \$00.00 for the completion of the Name of Project (P-) 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:

1. SCOPE OF SERVICES

Contractor shall provide all services described in accordance with the Contract Documents, as defined below, relating to the Name of Project (P-) and follow the work schedules defined therein.

2. 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:

- Contract Documents and Specifications for Name of Project (P-), Bid # ____;
- All addenda setting forth any modifications or interpretations of those documents,
 - Addendum No. 1 dated _____;
 - Addendum No. 2 dated _____;
 - Addendum No. 3 dated _____;
- Bid Proposal submitted by Contractor to City on or before DATE;
- All documents incorporated into the foregoing;
- Schedule of Values, if applicable;
- List of Subcontractors;
- Labor and Materials Payment Bond;
- Faithful Performance Bond (including agent's Power of Attorney for each Bond);
- Non-Collusion Declaration (General and Subcontractor) ;
- Certificates of Insurance;
- 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.

3. NOTICE

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, facsimile, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a party on whichever date occurs first; the date of personal delivery; the date of transmission, if sent by facsimile (with proof of transmission); the next business day following deposit with an overnight mail carrier; the fifth day following deposit in the U.S. Mail, when sent by "first class mail."

Notices required to be given to City shall be addressed as follows:

City of Culver City
Yanni Demitri
Director of Public Works /City Engineer
9770 Culver Boulevard
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.

4. CONTRACT PRICE

For Contractor's satisfactory completion of the scope of services, City shall pay Contractor a total sum of \$00.00.

5. EFFECTIVE DATE

The effective date of this Agreement is the date it is signed on behalf of City. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

6. AUTHORITY TO ENTER INTO AGREEMENT

The individual(s) executing this Agreement on behalf of each party is (are) authorized to execute this Agreement on behalf of said party. Each party has taken all actions required by law to approve the execution of this Agreement.

7. SIGNATURES AND COUNTERPARTS

The Parties acknowledge and agree that this Agreement may be executed in counterpart, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

CONTRACTOR

Dated: _____

By: _____

NAME_____
TITLE

(Signatures continued on Page 4)

(Signatures continued from Page 3)

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By: _____

Odis Jones
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Yanni Demitri, MSCE
Director of Public Works /
City Engineer_____
Heather Baker
City Attorney

2 LABOR AND MDATERIALS PAYMENT BOND**LABOR AND MDATERIALS 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:

FY2027 Residential Street Resurfacing Project, PS-005

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 _____, 200_. 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

FY2027 Residential Street Resurfacing Project, PS-005

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.

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 INSURANCE REQUIREMENTS

A. Policy Requirements.

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

1. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of Three Million Dollars (\$3,000,000) each occurrence, with not less than Six 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 be utilized to satisfy, to the extent of the coverage limits, the City's self-insured retention under any other policy of insurance. The coverage shall not be excess or contributing with respect to the City's self-insurance, commercial liability insurance, or any pooled risk arrangements;
 - b. The policy shall provide \$3,000,000 coverage per accident, for owned, hired and non-owned automobile liability; automobile liability coverage may be satisfied with a stand-alone policy or as a component of the CGL policy;
 - c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Contractor's obligation to indemnify the Indemnitees as required under Section 21 of the Instructions to Bidders;
 - d. The Policy shall not exclude coverage for Completed Operations Hazards; 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. The Policy shall not contain an "Independent Negligence" provision that would void or otherwise nullify the insurer's obligation to defend and indemnify the City of Culver City in the event that its independent negligence is alleged or proven.
 - g. The CGL limits may be satisfied with a primary policy with \$3,000,000 occurrence/\$6,000,000 annual aggregate, OR, by a primary policy with lower limits of coverage plus an Excess or Umbrella policy which will satisfy the occurrence and aggregate limit requirement. If Contractor's insurance coverage provides coverage in excess of these required limits, but is eroded by payment or claim reserves, then Contractor or its insurance carrier shall notify the City of Culver City within ten (10) days when the contractual coverage limits provided are below the required coverage limits.
 - h. The City of Culver City reserves the right to review and waive or modify the CGL aggregate requirement in the event that an adequate project specific policy and limits are provided.
2. Business Automobile Liability Insurance coverage in the amount of Three 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. If the Agreement will have Contractor employees working within the City limits, Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance

(with limits of at least one million dollars [\$1,000,000] per accident.) Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

B. Waiver by City.

City may waive or modify one or more of the coverages listed in Section A, above. Any waiver or modification must be express and in writing, and will only be made upon a showing by the Contractor 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-VIII or better in the current Best's Insurance Reports;
2. Contractor 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.

SECTION E

SECTION E

SPECIAL PROVISIONS

SUPPLEMENTS AND MODIFICATIONS TO
PART 1 (GENERAL PROVISIONS),
PART 4 (EXISTING IMPROVEMENTS) AND
PART 6 (TEMPORARY TRAFFIC CONTROL)
OF THE

THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART 1**GENERAL PROVISIONS****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.

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 TERMS AND 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.
Calendar Day	All days beginning with the date specified in the Notice to Proceed, and ending with the date the City issues the Statement of Completion.

SECTION 2 -- SCOPE OF THE WORK**2-1 WORK TO BE DONE** 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.

2-2 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.

2-5 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.

2-5.2 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 10785 Washington Blvd in Culver City.

2-8 EXTRA WORK Add the following: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.

2-10 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 3 – CONTROL OF THE WORK**3-5 INSPECTION** Add the following:

The Contractor shall be responsible for scheduling building inspections through the City of Culver City Building Safety Department.

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 6-3 of this Special Provisions) , if approved the by Engineer.

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.

3-6 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.

3-7 CONTRACT DOCUMENTS**3-7.1. 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.

Work within Caltrans Right of Way

Shall conform to the approved plans and permit requirements.

Work within City of Los Angeles 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).

3-8 SUBMITTALS 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.

3-10 SURVEYING

3-10.1 General Revise the subsection and apply the following:

Unless specified otherwise in the Technical Provisions, 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.

3-12 WORK SITE MAINTENANCE

3-12.1 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.

3-12.2 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.

3-12.3 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 6:00 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 8:00 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.

3-12.4 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

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.

3-12.6 Water Pollution Control Add the following:

The Contractor shall comply with the requirements of Subsection 3-12.6 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.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.1 Completion Add the following:

Record drawings

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.

Completion Date: The project is considered complete and the counting of days for time of completion ends when the City's Project Manager confirms in writing that the Contractor has completed the Work in accordance with the Contract, including completion of all physical work and punch list items, and cleanup work including removal of construction materials/equipment/signage, and does not including warranties or maintenance. Any documentation required in the Contract and by Law does not necessarily need to be furnished by the Contractor by completion date but must be received prior to final payment.

Final Acceptance Date: The date on which the City Council accepts the Work as complete.

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.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL 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.

4-2 PROTECTION 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.

4-4 TESTING Add the following:

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.

4-6 TRADE NAMES Add 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 – LEGAL RELATIONS AND RESPONSIBILITIES**5-1 LAWS AND REGULATIONS**

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.

5-7 SAFETY

5-7.2 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.

SECTION 6 – PROSECUTION AND PROGRESS 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 brief 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.

If requested by the Contractor, Notice To Procure Equipment and Material may be issued prior to the Notice to Proceed with construction.

6-3 TIME OF COMPLETION

6-3.1 general add the following:

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

When an official holiday fall on a Saturday, the Friday immediately preceding the Saturday shall be deemed to be the holiday. When an official holiday fall on a Sunday, the Monday immediately following the Sunday shall be deemed to be the holiday.

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.

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:

6-3.3 Work Hours

The Contractor's working hours shall be limited to the hours between 7:00 A.M. and 5:00 P.M. Monday through Friday, excluding recognized holidays. Workdays are defined in Section 6-7.2 of the Standard Specifications and as modified above. Weekend work is available to the contractor, at no extra cost to the City, should the contractor prefer to schedule work on weekends. Contractor to provide City with 72-hour notification of any weekend work.

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.

6-4 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.

6-6 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.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT 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.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE 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.

6-9 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**. 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 -- MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.1 General. Add the following:

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;
- 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.

7-3.2 Partial and Final Pay Quantities. Add the following:

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.

7-3.3 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.

7-4 PAYMENT OF EXTRA WORK

7-4.1 General Add the following:

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

7-4.3 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 costs and markups provided for in this section, 1% shall be added as compensation for bonding.

7-4.4 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.

SECTION 8 -- FACILITIES FOR AGENCY PERSONNEL

Facilities for Agency Personnel is not required on this project unless specified otherwise in the Technical Provisions.

PART 4**EXISTING IMPROVEMENTS****SECTION 400 PROTECTION AND RESTORATION****400-1 General** 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.

SECTION 401 REMOVAL**401-1.1 General** Add the following:

Solid waste handling and recyclable waste material handling shall be performed exclusively by the City or its authorized agents. The City Council may regulate, by ordinance or resolution, all aspects of solid waste handling and recyclable material handling, including but not limited to, frequency of collection, means of collection and transportation, level of services, charges, fees, and nature, location and extent of providing solid waste handling services.

The City of Culver City provides waste disposal and recycling services for all construction & demolition projects within city limits in accordance with CCMC 5.01.010. As part of The City of Culver City's permitting process, the information provided will assist in establishing waste disposal and recycling services account and initiate waste collection, processing and disposal services for materials generated for the duration of the project. For further information such as roll-off bin rates, contact the Sanitation Division at (310) 253-6400.

Contractor shall divert a minimum of seventy-five percent (75%) of the construction and demolition debris resulting from the work per CCMC 15.02.1140. The Contractor shall upload monthly hauler tickets to the Green Halo System at the end of each month. Before starting work, contractors must register the project in Green Halo, submit a waste management plan, and coordinate all

hauling services through Culver City's Environmental Programs and Operations Division.

The City utilizes the Green Halo System for tracking the construction and demolition waste management process. Upon project award, the Contractor will be directed to the Green Halo website to continue the Waste Management Application process. Once the application is submitted, the Contractor shall receive separate email notifications directly from Green Halo to activate the account. Confirmation emails shall be forwarded to the City's Project Manager. A case will be created to monitor the construction and demolition recycling activities of your project. The Contractor shall not commence work until the Green Halo application is complete. A monthly "C&D Administration Fee" (See Appendix C – Public Works Department Environmental Programs & Operations: Service Agreement and C&D Fee Schedules) will apply for the duration of the project. All waste tickets must be uploaded to the Green Halo account, and full compliance is required to receive final inspection approval and close out the project.

If you have any questions regarding C&D requirements, please contact Jezenia Aguirre at jezenia.aguirre@culvercity.org.

The bidders shall estimate quantities of all Construction and Demolition waste for the project and obtain approval for any self-hauling operations from Culver City's Environmental Programs and Operations Division.

The cost to comply with the City's Construction and Demolition Waste Management Plan shall be included in the unit or lump sum prices for the applicable items of work listed in the Bidder's Proposal and no additional compensation will be allowed.

SECTION 402 – UTILITIES

402-1 LOCATION

402-1.1 General 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. The Contractor shall pothole all utility crossings on public streets. The Contractor shall verify depth of all service utility crossings under sidewalk. 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.

At signalized intersections with Red Light Enforcement Camera Systems, the Contractor shall coordinate with the Red Light Enforcement Camera manufacture and/or maintenance company to identify the substructure (e.g. conduit runs) and for notification of work prior to construction.

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.

402-2 PROTECTION Add the following:

The contractor shall protect in place 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 considered as part of related bid items for which payment is made and no separate payment will be made therefore.

For Ting Fiber Utility:

Protect in Place underground utilities, including Ting Fiber Utility that is approximately 6" below street surface. Ting Utility is generally located along the edge of the gutter, on both sides of the street.

If the conduit is fully exposed in a working section but not going to be affected, a layer of sand is placed between the conduits and the material being laid to prevent it from sticking or melting the conduit. The Contractor is responsible if the conduit is hit or the fiber is damaged.

PART 6**TEMPORARY TRAFFIC CONTROL****SECTION 600 ACCESS****600-1 General** 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.

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.

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.

SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 General

601-2 Traffic Control Plans (TCP) Add the following:

On all Arterial streets or other streets as required in the Technical Provisions, The Contractor shall submit detailed Traffic Control Plans (TCP) on 24" x 36" sheet which shall 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. TCP shall be prepared by a Registered Civil or Traffic Engineer and shall show all lane closures, restrictions, tapers, and other disruptions of normal traffic flow, including pedestrian and vehicular detours. A schedule shall be included. TCP shall be submitted to the Engineer for approval no later than two (2) weeks after the award of contract. 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.

NOT FOR CONSTRUCTION

SECTION F
TECHNICAL SPECIFICATIONS

BID ITEM NO. 1 - MOBILIZATION**GENERAL**

The scope of the work shall include the obtaining of all bonds, insurance, and permits; 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. Project notification to residents and/or businesses.
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.
4. Obtaining and paying for all required permits.
5. Posting all OSHA required notices and establishment of safety programs.
6. Have the Contractor's superintendent at the job site full time.
7. Submittal of required construction schedule as specified.
8. Implement BMP to prevent soil leaving the site and entering to the street or other areas. Protect all catch basin openings during construction.
9. Facilitate and coordinate with City's street weekly sweeping and trash pickups during construction.
10. Protect in Place underground utilities, including Ting Utility that is approximately 8-12" below street surface. Ting Utility is generally located along the edge of the gutter, on both sides of the street.

For Ting Utility: If the conduit is fully exposed in a working section but not going to be affected, a layer of sand is placed between the conduits and the material being laid to prevent it from sticking or melting the conduit. The Contractor is responsible if the conduit is hit or the fiber is damaged.

11. **Removal and Disposal Requirements of all existing improvement material to comply with Section E / SECTION 401 REMOVAL 401-1.1 The cost to comply with the City's Construction and Demolition Waste Program, including all bin costs, recycling costs, disposal fees, administrative costs, etc., shall be included in the lump sum prices for the applicable items of work listed in the Bidder's Proposal and no additional compensation will be allowed.**

12. Saturday work for resurfacing Playa Ct, Corryne Pl, Coombs Ave, and Hargis St

The Contractor shall be responsible for preparing and distributing the general information notification letter to all affected residents and businesses. Notification shall be distributed at least ONE WEEK in advance of the start of work. Prior to distribution, the notification letter shall be review and approved by the City. No work on any street may start without proper notification of the residents and businesses. Contractor shall strictly adhere to this requirement or at the discretion of the Engineer, construction work may be suspended if the notification requirement is not met.

In addition, prior to any driveway closures or paving operation, the Contractor shall provide another written notification to affected businesses and residents 48 hours in advance of such work.

PAYMENT

Payment for **BID ITEM NO. 1 – MOBILIZATION** shall be at the contract lump sum (LS) price and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work, including Ting utility protection. Payment on this lump sum bid item shall be made with each progress payment in direct proportion to the amount of the total contract amount earned to date.

BID ITEM NO. 2 - TRAFFIC CONTROL

Traffic Control shall conform to the provisions of Sections 7-8 and 7-10 of the Standard Specifications and Special Provisions of this specification, and the contractor shall at its cost prepare and obtain approved traffic control plans, and the implementation thereof.

The CONTRACTOR shall submit an engineered traffic control plan for review and approval for the work to be performed on all arterial streets.

The CONTRACTOR shall provide all traffic controls necessary to provide for the safe and expeditious movement of traffic, motorized and non-motorized (including pedestrian traffic), through the construction zones, as well as those necessary to provide for the safety of the work force performing the construction.

The CONTRACTOR shall provide adequate pedestrian and vehicular traffic controls for the duration of the work in accordance with the Contract Documents including Subsection 7-10 of the SSPWC, the Work Area Traffic Control Handbook (WATCH), Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones (Chapter 5 of the Traffic Manual, hereafter "Manual of Traffic Controls"), and the City of Culver City.

The CONTRACTOR shall include any temporary pavement necessary for the safe and expeditious movement of traffic.

Unless otherwise approved by the City Engineer, **the Contractor shall maintain continuous access for residents and businesses within the project limits**. Any closure of access or drive approach shall be immediately restored when construction operation requiring the closure is completed. In addition, the Contractor shall comply with the following:

- Where a resident or a business has a drive approach that is at least 22 feet wide, the construction in the area shall be done in halves in order to maintain continuous access.
- Where a resident or business has more than one two-way drive, continuous access to at least one two-way drive approach shall be maintained at all times.
- The Contractor shall construct temporary ramps at excavated areas and utilize other construction methods, such as temporary backfilling areas and laying temporary AC pavement, in order to maintain continuous access in the construction zone.
- For arterial streets, unless otherwise directed by the Engineer, one lane in each direction must be maintained at all times and where possible, a left-turn lane at intersection during construction.

LANE CLOSURE HOURS ALLOWED:

Normal working hours/lane closure hours are from 9:00 a.m. to 3:30 p.m.

SIGNS

All excavations required for the purpose of installing traffic control signs, including construction area signs, shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are not utility facilities in the area of the proposed holes. CONTRACTOR shall notify Underground Service Alert - Southern California (USA) at 800/422-4133 at least 2 working days, but no more than 14 calendar days, prior to commencing any excavation for said signposts.

All signage conflicting with required traffic control signage shall be removed or suitably covered. Said signs shall be replaced unless designated for removal or relocation on the Plan.

This item shall include the temporary relocation of existing signs as necessary. Additionally, signs shall be posted directing pedestrians to detour safely around construction work.

PAYMENT

Payment for **BID ITEM NO. 2 – TRAFFIC CONTROL** shall be at the contract lump sum (LS) price and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work thereof including but not limited to mobilization (including various subcontractors for multiple mobilizations as necessary), traffic control plans, traffic detour and traffic control. The maximum price for this bid item shall not exceed 5 percent of the total contract price of total base bid. Payment on this lump

sum bid item shall be made with each progress payment in direct proportion to the amount of the total contract amount earned to date.

BID ITEM NO. 3 – CONSTRUCTION STAKING

GENERAL

Construction Staking shall include all labor, equipment, materials, incidentals, and work necessary to survey the work to conform to plan lines and limits, provide grades, establish pavement grades, match to existing conditions, and otherwise lay out the work as necessary for construction.

All streets without gutter line require construction staking to maintain flow line grades. The Contractor shall survey the flowline grade at each driveway and establish the new flowline grades for the finished surface to prevent ponding. Grades breaks may be necessary to avoid excessive high driveway lips. The Contractor shall bring any potential ponding issue to the City's attention prior to the AC grinding operation so adjustment can be made to correct any potential ponding issues.

The contractor shall also inspect for the presence of all survey monuments prior to construction and alert City Engineer of the location. The City will be responsible to tie and re-establish the monument and centerline line ties.

PAYMENT

Payment for **BID ITEM NO. 3 – CONSTRUCTION STAKING** shall be at the contract lump sum (LS) price and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work thereof.

BID ITEM NO. 4 – PCC IMPROVEMENT

GENERAL

Repairing damaged concrete improvement consists of the removal and reconstruction of both damaged, non-conforming, and off-grade reaches of curb and gutter; sidewalk; driveway aprons; curb ramps; cross-gutters; local depressions; concrete pavement; and spandrels. The Contractor will be paid based on the amount of work and unit bid prices for the applicable item(s) summarized below and no additional payment will be made therefor.

Prior to begin construction, the inspector will walk the project with the Contractor to mark out the PCC R/R limits of work. The contractor is responsible to establish the line and grade of all PCC replacement improvement. Contractor shall submit cut sheets for city's approval.

The cost for arbitrary root cutting, selective root pruning and /or root removal, as directed by the City, is deemed to be included in the applicable items of concrete repair and no additional payment will be made for this work. Removal shall include removal of roots 6" minimum from back of curb to a depth of 24" inches from the top of existing curb. Contractor shall contact the Culver City arborist prior to performing any selective root pruning. A motorized rotary pruner is required for this work.

Payment for sawcutting concrete and asphalt pavement, and various concrete improvements shall be included in the bid prices of the various related items as specified in the Bidder's Proposal and no additional payment for this work shall be made therefor. The residue resulting from the sawcutting operation shall not be permitted to flow beyond the specific work location and shall be removed the same day. Contractor shall comply to the NPDES requirements of these specifications.

For this project, contractor must use City provided 10-yard / Low Boy bin for PCC removal and disposal. Contractor is responsible for bin procurement and coordination with City's Sanitation Division, (310) 253-6400, for bin drop off and pick up. Contractor is responsible for associated costs as charged by City's Sanitation Division.

Restoration of all existing improvements including, sprinkler system, utility services, roof drains, parkway landscaping and other unspecified items damaged during the concrete improvement work shall be repair to the satisfaction of the Engineer in a timely manner. Payment for this work shall be included in the various unit bid prices in the Bidder's Proposal and no additional compensation shall be paid for this work.

When a painted address number on a curb is removed during demolition, the Contractor shall repaint the address number within fourteen days after construction of the new curb. Where red curbs are removed, the Contractor shall place "No Parking" signs until the curb has been reset and repainted. The cost of painting the address number and the curb is deemed to be included in the applicable items of concrete repair and no additional payment will be made for this work.

Work shall also include full depth AC slot paving (or one-sack cement/sand slurry for base pave at the contractor's option) in between the new PCC and the sawcut existing pavement.

BID ITEM NO. 4a. – REMOVE AND RECONSTRUCT 6" PCC DRIVEWAY APPROACH AND 6" PCC CROSS GUTTER OVER 6" CMB SUBBASE AT VARIOUS LOCATIONS

GENERAL

Existing PCC improvement shall be sawcut and removed in accordance with Section 300 of the Standard Specifications and reconstructed in conformance to the provisions of Section 301 and 303-5 of the Standard Specifications, related APWA Standard Plans and these Specifications. Concrete shall be Class 520-C-3250.

New 6" PCC driveway approach shall be underlain by 6" CMB. Work shall also include 24" wide AC slot paving in between the concrete edge and the sawcut existing pavement along City street.

Curb/gutter next to the driveway approach shall be counted and paid as part of the driveway square foot unit.

The contract bid item for shall include all labor, work and materials necessary to construct CMB complete in place. The work shall include subgrade preparation, base rock placement, grading, compaction, and all other work necessary to construct CMB complete in place. Crushed Miscellaneous Base shall conform to the provisions of Section 200-2 and Section 301 of the Standard Specifications. This item shall include for placement, grading and compaction of the CMB to 95% of the laboratory maximum dry density as defined by ASTM Standard D1557 test method.

Locations, dimensions, and depths per table here.

Location	Dimension
5616 Corryne	30 ft x 5 ft

PAYMENT

Payment for **BID ITEM NO. 4a – REMOVE AND RECONSTRUCT 6" PCC DRIVEWAY APPROACH AND 6" PCC CROSS GUTTER OVER 6" CMB SUBBASE AT VARIOUS LOCATIONS** shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, transportation, and incidentals necessary to do all the work involved thereof. Payment on a lump sum bid item basis shall be made for this work and no additional compensation will be made.

BID ITEM NO. 4b – REMOVE AND REPLACE EXISTING 4” PCC SIDEWALK ON 3” CMB SUBBASE AT VARIOUS LOCATIONS

GENERAL

Existing PCC sidewalk shall be sawcut and removed in accordance with Section 300 of the Standard Specifications and reconstructed in conformance to the provisions of Section 301 and 303-5 of the Standard Specifications, APWA Standard Plans and these Specifications. Concrete shall be Class 520-C-2500.

New 4” PCC sidewalk shall be underlain by 3” CMB.

The contract bid item for shall include all labor, work and materials necessary to construct CMB complete in place. The work shall include subgrade preparation, base rock placement, grading, compaction, and all other work necessary to construct CMB complete in place. Crushed Miscellaneous Base shall conform to the provisions of Section 200-2 and Section 301 of the Standard Specifications. This item shall include for placement, grading and compaction of the CMB to 95% of the laboratory maximum dry density as defined by ASTM Standard D1557 test method.

Locations, dimensions, and depths per table here.

Location	Dimension
5616 Corryne Pl	30 ft x 4 ft
4206 Coolidge Ave	15 ft x 4.5 ft
3826 Westwood Blvd	15 ft x 4.5 ft
3856 Westwood Blvd	25 ft x 4.5 ft
3818 Westwood Blvd	6 ft x 4.5 ft

PAYMENT

Payment for **BID ITEM NO. 4b – REMOVE AND REPLACE EXISTING 4” PCC SIDEWALK ON 3” CMB SUBBASE AT VARIOUS LOCATIONS** shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, transportation, and incidentals necessary to do all the work involved thereof. Payment on a lump sum bid item basis shall be made for this work and no additional compensation will be made.

BID ITEM NO. 4c – REMOVE AND RECONSTRUCT 6” PCC CURB AND GUTTER OVER 6” CMB

GENERAL

Existing uplifted and/or damaged curb and gutter shall be sawcut and removed and replaced as directed by the construction inspector and City.

Existing concrete curb and gutter shall be removed in accordance with Section 300 of the Standard Specifications and reconstructed in conformance to the provisions of Section 301 and 303-5 of the Standard Specifications, APWA Standard Plan 120-1 and these Specifications. Concrete shall be Class 520-C-3250

New curb and gutter shall be underlain by 8” of crushed miscellaneous base (CMB). If existing trees and/or tree roots interfere with the curb and gutter work, the Contractor shall obtained pre-authorization and approval from the City arborist prior to any root pruning operation.

Work shall include 8” full depth 24” wide AC slot paving (or one-sack cement/sand slurry at the contractor’s option) in between the new curb/gutter and the sawcut existing pavement. Asphalt concrete replacement adjacent to the concrete gutter shall be paid under the “BID ITEM 5a & 5b: LOCALIZED FULL DEPTH AC RECONSTRUCTION”.

Removal shall include removal of roots 6" minimum from back of curb to a depth of 24" inches from the top of existing curb.

The Contractor shall submit to the Engineer a list of survey/property markers, if discovered, on concrete curb and sidewalk a minimum of 10 working days prior to the start of the Work, per Section E, 3-10.1.

The contract bid item for shall include all labor, work and materials necessary to construct CMB complete in place. The work shall include subgrade preparation, placement, grading, compaction, and all other work necessary to construct CMB complete in place. Crushed Miscellaneous Base shall conform to the provisions of Section 200-2 and Section 301 of the Standard Specifications. This item shall include for placement, grading and compaction of the CMB to 95% of the laboratory maximum dry density as defined by ASTM Standard D1557 test method.

Locations, dimensions, and depths per table here.

Location	Dimension
4202 Berryman Ave	20 ft
4051 Berryman Ave	10 ft
4049 Coolidge Ave	15 ft
3819 Westwood Blvd	20 ft

PAYMENT

Payment for **BID ITEM NO. 4c – REMOVE AND RECONSTRUCT 6" PCC CURB AND GUTTER OVER 6" CMB** shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, transportation, and incidentals necessary to do all the work involved thereof. Payment on a lump sum bid item basis shall be made for this work and no additional compensation will be made.

BID ITEM NO. 5 – LOCALIZED FULL DEPTH AC RECONSTRUCTION AS NEEDED

This item includes all remove and replace with AC reconstruction work on this project. Survey and traffic control for localized full depth AC reconstruction shall be included in the respective bid items as follows; mobilization bid Item (1), Traffic Control Bid Item (2), Construction Staking in Bid Item (3), Adjust Existing Manhole to new grade in Bid Item (12), Install Traffic Striping, Signage, and Markings in Bid Item (15), and so forth etc., if required.

For this project, contractor will haul and dispose all asphalt and subgrade materials. City Sanitation Division will not accept any material waste due to large material volumes.

BID ITEM NO 5a – LOCALIZED ROADWAY EXCAVATION – REMOVE AC PAVEMENT, SUBGRADE, AND SOIL AS SPECIFIED ON PLANS, BY COLD MILLING OR OTHER METHODS OF EXCAVATION

GENERAL

The contractor shall meet with the City's representative in the field to verify the designated area to be excavated and reconstructed per table below. The designated local soft areas and areas where the pavement condition has deteriorated for complete removal and replacement with directed depth of AC and miscellaneous base material, shall be marked out by the Contractor under the direction of the Engineer. In some cases, the AC pavement removal may include the removal of subbase soil which may require the excavation by other methods, such as, mechanical and/or manual excavation, in lieu of cold milling.

Locations, dimensions, and depths per table here.

Location	Dimension	Depth
10201 Farragut Dr	6 ft x 4 ft	6"
6058 Hargis St	10 ft x 5ft	6"

The contractor shall remove the existing pavement to the depth as indicated, and base pave AC to 2" below the final surface AC course.

Upon removal, the top layer of existing subgrade base or soil shall be compacted to the 95% maximum density prior to paving.

All materials to be removed shall be disposed of outside the right-of-way as specified in subsection 300-2 of SSPWC. Pavements shall be removed to neatly sawed edges as specified in subsection 300-2.9 of SSPWC.

PAYMENT

Payment for **BID ITEM NO. 5a – LOCALIZED ROADWAY EXCAVATION** - shall be at the contract bid item price per cubic yard (CY) of AC pavement, subbase, soil, sawcut, removal and haul away of material, and shall include full compensation for all labor, materials, tools, equipment, transportation, and incidentals necessary to do all the work involved thereof.

BID ITEM NO 5b – CONSTRUCT LOCALIZED ASPHALT CONCRETE PAVEMENT

GENERAL

Local dig-outs shall be completed prior to the grind and overlay operation. Dig out area re-paving shall be completed the same day as the excavation. Dimensions and depths per table in bid item 5a.

The excavated area shall be properly prepared per provisions of Section 302-5 of SSPWC for the construction of the AC pavement. The subgrade shall be compacted to 95% relative compaction. The base asphalt concrete mix shall be B-PG 64-10; final surface wearing course shall be AC mix type C2-PG 64-10 class and grade and shall conform to the provisions of Section 203 and Section 302 of the SSPWC. The allowable placement of AC at 4" maximum per lift.

PAYMENT

Payment for **BID ITEM NO. 5b – CONSTRUCT LOCALIZED ASPHALT CONCRETE PAVEMENT** shall be at the contract bid item price per ton (TON) and shall include full compensation for all labor, materials, tools, equipment, transportation, and incidentals necessary to do the work involved thereof, complete, in place, and accepted.

BID ITEM NO. 6 & 7 - COLD MILL AND REMOVE VARIABLE THICKNESS EXISTING PAVEMENT

GENERAL

Cold milling shall conform to the provisions of Section 302 of the Standard Specifications and shall be performed at locations and to depths corresponding to the table below made part of these specifications and/or directives by the City Engineer. Cold milling in general shall be performed from edge of gutter (or curb, if there is no gutter) to the specified width and depth, and shall extend from curb-return to curb-return of the designated areas. See the grinding and pavement rehab schedule below.

The Contractor is required to use smaller grind machines in cold mill areas that are inaccessible to the larger

machine and around existing manhole, vaults or valve cans

All materials to be removed as indicated on the exhibits, shall be disposed of outside of right-of-way as specified in subsection 300-1.3.1 of SSPWC. Existing paving fabric, if encountered, shall be cut and removed. The cost for removing existing asphalt with paving fabric shall be included in the unit price for cold milling.

For this project, contractor will haul and dispose all asphalt and subgrade materials. City Sanitation Division will not accept any material waste due to large material volumes.

Transverse header grind shall be 20 feet wide to meet existing grade, cross gutter, and bus pads.

On streets without the existing gutter plate, the Contractor shall grind 4-inch AC minimum at curb face to 0-inch at 7' towards the street, and pave, within the same day as the cold milling, a variable asphalt thickness (type C-PG 64-10) to the new grades to eliminate ponding or excessive driveway lips. Coldmill on these streets shall conform to section 302-1.3, "Cold Milling to specified elevations", and the new grade is to be provided and marked by the City.

Due to variable thickness of pavement cold milling depths, this bid items shall be measure as per cubic yard material cold milled and removed. The quantity will be calculated by the actual cross section area grinded multiplied by the street length. The amount to of each type of pavement/subgrade cold milled (asphalt or base) shall be measured together, no additional compensation is allowed for the various material cold milled or removed.

ARHM or leveling course AC shall be placed as soon as practical after the pavement grinding to avoid weakening the remaining existing structural section. The contractor will be responsible for damage to the remaining pavement due to unreasonable prolonged lapse until the final paving.

Cold Milling, Base Pave, Leveling Course, and ARHM Requirements*:

<i>Residential Streets With Curb And Gutter:</i>			
Street – Limits	Cold Mill – Grind Depth	Leveling Course	ARHM
Jordan Way – Jefferson Blvd to Virginia Ave	4"	2"	2"
Lindblade St – Ince Blvd to Higuera St	4"	2"	2"
Vinton Ave – Braddock Dr to Culver Blvd	2"	None	2"
Galvin St – Northgate St to End	2"	None	2"
Ver Halen Ct – Ivy Way to West End	4"	2"	2"
Keystone Ave – Farragut Dr to Braddock Dr	2-0" Header Grind	None	2"
Braddock Dr – Sepulveda Bl/PCC Limit to Harter Av	2"	None	2"
Farragut Dr – Mentone Ave to Jasmine Ave	2"	None	2"
Lenawee Ave – Stoneview Dr to City Limit	2-0" Header Grind	None	2"
Vicstone Ct – Lenawee Ave to End	2-0" Header Grind	None	2"
Perham Dr – Wrightcrest to Ivy Way	2-0" Header Grind	None	2"

Residential Streets without PCC Gutter:**Construction Staking required for streets without gutter to establish flowline**

Street- limits	Cold Mill - Depth	Leveling Course	ARHM
Playa Ct – Playa St to South End	2"	None	2"
Corryne Pl – Slauson Ave to South End	2"	None	2"
Cattaraugus Ave – Washington Blvd to City Limits	2"	None	2"
Hutchinson Ave – Washington Blvd to City Limits	2"	None	2"
Berryman Ave – Washington Blvd to Washington Pl	2"	None	2"
Coolidge Ave – Washington Blvd to Washington Pl	2"	None	2"
Coombs Ave – Farragut Dr to South End	2"	None	2"
Globe Ave – Venice Blvd to South End	2"	None	2"
Westwood Blvd – Washington Blvd to Venice Blvd	2"	None	2"
Hargis St – Washington Blvd to City Limits	2"	None	2"
Albright Ave - Washington Blvd to Washington Pl	2-0" Header Grind	None	2"

*: This pavement rehab schedule is subject to change due to field conditions. See Appendix A for Vicinity Map.

** : The AC removal and reconstruction quantities and payment for these streets are included in bid items 5a & 5b.

PAYMENT

Payment for **BID ITEM NO. 6 – COLD MILL AND REMOVE 0 INCH TO 2 INCH THICKNESS EXISTING PAVEMENT** shall be at the contract bid item price per square footage (SF) price and shall include full compensation for all labor, materials, tools, equipment, transportation, and incidentals necessary to do all the work involved thereof, complete, in place and accepted. The unit price shall include the various grinding depth and methods measured as square foot, except the local dig out areas, where the pavement and subgrade removal (by grinding or otherwise) is part of the Bid Item No. 5a, "DIGOUTS: REMOVE FAILED PAVEMENT AND BASE/SOIL". Construction staking is part of Bid Item 3, "Construction Staking".

Payment for **BID ITEM NO. 7 – COLD MILL AND REMOVE 4 INCH THICKNESS EXISTING PAVEMENT** shall be at the contract bid item price per square footage (SF) price and shall include full compensation for all labor, materials, tools, equipment, transportation, and incidentals necessary to do all the work involved thereof, complete, in place and accepted. The unit price shall include the various grinding depth and methods measured as square foot, except the local dig out areas, where the pavement and subgrade removal (by grinding or otherwise) is part of the Bid Item No. 5a, "DIGOUTS: REMOVE FAILED PAVEMENT AND BASE/SOIL". Construction staking is part of Bid Item 3, "Construction Staking".

BID ITEM NO. 8 – CONVENTIONAL AC LEVELING COURSE**GENERAL**

Work shall conform to Section 302-5 of the SSPWC.

Leveling course paving shall be placed as soon as possible (not later than 48 hours) after the pavement grinding to avoid weakening the remaining existing structural section. The contractor will be responsible damage to the remaining pavement due to such prolonged lapse. AC leveling course shall be **B Mix, PG-64-10 mix**.

PAYMENT

Payment for **BID ITEM NO. 8 – CONVENTIONAL AC LEVELING COURSE** shall be at the contract bid item price per ton (TON) and shall include full compensation for all labor, materials, tools, equipment, transportation, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

BID ITEM NO. 9 – CONSTRUCT ASPHALT RUBBER HOT MIX (ARHM) PAVEMENT OVERLAY

GENERAL

ARHM shall be placed per Vicinity Map in Appendix A and table in Bid Item 6.

ARHM shall be placed as soon as practical and within 5 working days after the pavement grinding to avoid weakening the remaining existing structural section. Multiple move-in is required for the duration of the project. The contractor will be responsible damage to the remaining pavement due to such prolonged lapse until the final paving.

Work shall conform to Section 302-9 of the SSPWC. Asphalt Rubber shall consist of a mixture of asphalt and rubber and shall be consistent with the requirements specified in SSPWC 203-11 and 302-9. ARHM shall be Class ARHM-GG-C.

The ARHM material must meet the following requirement by CalRecycle:

Only California-generated waste tires, processed in California, shall be used in the crumb rubber portion of the project. The binder material must contain a minimum of 300 pounds (equivalent to 15 percent by weight) of the tire-derived crumb rubber per ton of rubberized binder. The binder may be either asphalt rubber/field blend or terminal blend.

Proportioning shall be performed using an automatic batching system and the proportioning device shall be automatic to the extent that only manual operation required for proportioning all materials shall be a single operation of a switch or starter.

Application of the required tack coat conform to Section 302-5.4 of the SSPWC. Payment for this work shall be included in the related bid items of the Bidder's Proposal and no additional payment will be made therefor.

Construction of ARHM Overlay shall include adjustment of utility valves, covers, lids, and boxes to grade, (except sewer and storm drain manholes adjustment to new grade) and no additional payment will be made therefore.

Subsection 302-9.2 of the SSPWC shall be modified as follows:

Asphalt rubber binder shall be at a temperature not less than 375° F or more than 425°F when added to the aggregate. The temperature of the aggregate shall not be less than 375° F at the time of adding the asphalt rubber binder.

The asphalt concrete in place density shall be at least 95% of maximum and shall be completed in accordance with Section 302-5.6.2 of the SSPWC.

ROCK DUST BLOTTER

Subsection 302-9.7 shall be modified as follows. The first sentence shall be deleted, and a rock dust blotter per this section shall be required and applied at the rate of 3 pounds per SY regardless of the pavement temperature.

After paving operation, the temporary pavement striping or tabs shall be installed per the final location/alignment.

PAYMENT

Payment for **BID ITEM NO. 9 – CONSTRUCT ARHM PAVEMENT OVERLAY** shall be at the contract bid item price per ton (TON) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, including adjustment of utility valves, covers, lids, and boxes to grade, complete, in place, and accepted.

BID ITEM NO. 10 - ADJUST EXISTING MANHOLE FRAME AND COVERS TO GRADE

GENERAL

Contractor shall adjusting existing sewer, storm drain, and Culver Connect Fiber Optic manholes to the final grade and shall conform to Section 403 of the Standard Specifications.

This bid item applies only to raise manhole frame and cover to the new final grade due to the pavement rehabilitation project. If there is no proposed grade change of any utilities vaults, manhole or valve covers, the contractor shall grind around utility structures using a smaller grinding machine and construct temporary safety ramp around each affected such utility structures immediately after grinding or removal. The cost of protect and work around these structures shall be included in the various bid items and no separate compensation is allowed.

Water valve and gas valve adjustment to grade shall be paid as part of the AC or ARHM tonnage, and no additional compensation is allowed.

Once ARHM is laid, contractor shall mark, with spray paint, locations of all manholes not being raised by the contractor. City Engineer will coordinate with respective utilities to raise their respective manholes.

PAYMENT

Payment for **BID ITEM NO. 10 - ADJUST EXISTING MANHOLE FRAME AND COVERS TO GRADE** shall be at the contract bid item price per each (EA) price and shall include full compensation for all labor, materials, tools, equipment, transportation, and incidentals necessary to do all the work involved thereof, including adjustment of utility manhole to the new finished grade, complete, in place and accepted.

BID ITEM NO. 11 & 12 – RESTORE TRAFFIC STRIPING, SIGNAGE, AND MARKINGS & TRAFFIC LOOPS

The scope includes striping, signage, and markings, traffic restoration loops, and bike loop installation, only. Contractor shall restore existing striping markings, and traffic loops per directions set in this section.

1. GENERAL

Traffic signal construction shall conform to these Technical Specifications, current Culver City Traffic Signal General Notes, Standard Plans and Specifications of the California Department of Transportation dated (latest edition; except for traffic signal poles and foundations), CA-MUTCD (Latest Edition), and California Sign Specifications (latest edition). The contract bid items for Traffic Signal shall include all labor, equipment, materials, incidentals, and work necessary to install the Traffic Signal complete in place per the traffic signal plans.

The Contractor shall provide a schedule of values to the City for each traffic signal intersection as a submittal for city's review and approval.

2. MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Existing traffic signals and streetlights shall remain in operation during construction.

The Contractor shall ascertain the exact location and depth of existing detectors, conduits, pull boxes and other electrical facilities before using any tools or equipment that may damage or interfere with such facilities. The Contractor will be held responsible for any damage to the facilities and claims related to damage caused by his operations. Said costs and/or claims will be deducted from any moneys due to or to become due to the Contractor.

All work to be done in connection with the modification of traffic signals shall be performed in such a manner that the signals shall be in continuous operation except between 9:00 a.m. and 3:30 p.m. Monday through Thursday. During these hours traffic signals may be turned off with temporary stop signs for necessary work.

Two weeks prior to any turn-off of the traffic signals, the Contractor shall advise the maintenance supervisor of his anticipated schedule for the turn-off. Notice of the firmly scheduled turn-off shall be made to the maintenance supervisor and police department at least 72 hours prior to the turn-off. Contractor shall provide stop sign traffic control and all necessary signing and traffic control devices for the proper installation of the traffic control during the shutdown.

The contractor shall coordinate with Southern California Edison (SCE) prior to beginning any work within 10' of any SCE facilities (i.e. pole, transformers, overhead lines, etc). Contractor shall maintain a proper safe distance per SCE requirements.

Temporary pole, signal heads and wiring:

If shown on the plans, the contractor shall be responsible for providing temporary signal pole, equipment and overhead wiring at locations where a proposed traffic signal pole is to be installed is in conflict or proximity with the existing signal pole/foundation. Contractor shall be responsible to furnish and install all necessary equipment, including, but not limited to temporary poles, temporary foundations, vehicle heads, pedestrian heads, pedestrian push buttons, overhead wires/cables and any auxiliary equipment to provide and maintain the existing signal operation until the new signal is fully functional.

3. SCHEDULING OF WORK

Signal work shall not commence until such time that the Contractor notifies the project manager of the date that all Contractor furnished materials and equipment are received for each intersection.

4. EXCAVATING AND BACKFILLING

Notification must be provided to Underground Service Alert (Dial 811) at least two working days prior to starting work on any section of excavation.

The Contractor shall determine 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.

Foundations removed shall be backfilled with one sack cement-sand slurry.

Residents and businesses must be notified immediately of any accidental damage affecting their property, and repairs must be promptly made. Same day repairs of damaged utility services are required.

Where excavations occur in the sidewalks or other pedestrian ways, the Contractor shall provide a safe and orderly pedestrian passage around the excavation area. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations, or cause pedestrians to walk upon unsuitable or hazardous surfaces.

Upon project completion, the Contractor shall remove all Underground Service Alert utility markings by high pressure water on concrete surface or on asphalt surface.

5. FOUNDATIONS

Foundations shall conform to Section 86-2.03, "Foundations", of the 2010 State Standard Specifications.

Where plans show the existing pole to be removed, the contractor shall remove its foundation completely unless specified otherwise.

6. GROUND RODS

Copper ground rods shall be installed in the controller pull box adjacent to Type 332/352i cabinet, and in the F-332 foundation. The ground rod shall be 8 foot by ½ inch diameter. A #8 AWG (green) copper wire shall be connected from the cabinet ground terminal bus to the ground rod in the foundation or in the controller pull box. A #8 AWG copper wire shall be connected from one of the cabinet bolts into the foundation to the ground rod.

7. CONDUIT

Conduit materials shall conform to Section 86-2.05A, "Material", of the State Standard Specifications except as follows:

Conduit shall be HDPE for runs longer than 100' and PVC Schedule 80 at all other locations unless otherwise specified on the Plans.

The PVC Schedule 80 UL conduit shall be designed and engineered for directional boring, direct burial or encased underground applications, and shall be installed at the locations as shown on the Plans. Where the conduits enter pull boxes or splice vaults, they shall be grouted to form a seal against the entry of soil. The PVC conduit shall be straight and the ends shall be cut square to the conduit outer surface. The PVC conduit system shall be designed so that straight sections and fittings will assemble without the need for, nor use of, lubricants or cement. New PVC conduit shall include one (1) green AWG#10 stranded wire for pull and trace wire. All wires entering pull box or splice vault shall be connected with wire nut.

This work consists of furnishing and installing conduit by jacking or drilling method; excavating, backfilling and compacting; removal, disposal of soil, Portland Cement Concrete (PCC) and/or Asphalt Concrete (AC); replacement of affected portions of sidewalk, curb, gutter and street pavement in kind; grading and restoration of parkways.

All conduits terminating in pull boxes and controller cabinets shall have bell or end bushing attached per NEC.

After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

Utility Potholing - The Contractor shall be required to pothole at locations requiring significant vertical excavation and/or involves constructing foundations greater than two (2) feet. Required pothole locations include but are not limited to new signal pole foundations and areas where new conduit will be crossing existing utilities. Contractor shall replace pavement in kind at all potholing locations. When potholing in existing sidewalk, the Contractor shall be responsible to replace the entire sidewalk panel at that location to the satisfaction of the field engineer. The cost for utility potholing and restoration shall be included in the conduit work, and no separate or additional compensation is allowed therefor.

8. PULL BOXES

Pull boxes shall be No. 6, unless otherwise specified on the plan.

Within the pull box, the conduit shall be placed in a manner that the lowest portion of the conduit opening shall be a minimum of 2" above the bottom of the pull box and the top portion of the opening shall not be less than 8" from the top of the pull box. The conduit shall also be placed in such a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by 2".

All No. 5 and No. 6 pull boxes shall be reinforced concrete with etched polyethylene face, and a plastic rim with Fiberlite or equivalent lid with non-locking cover and shall be Christy Products or approved equivalent. Extensions shall be used where required. All pull box covers shall be marked with the word "Traffic Signal".

At locations where a new pull box is being installed, the Contractor shall replace the entire sidewalk panel from joint to joint at that location.

9. CONDUCTORS AND CABLES

Conductors and cable shall comply with Section 86-2.08, "Conductors and Cables" of the of the State Standard Specifications and shall be per Plans.

Each communication cable shall be identified in all communication cabinets and splice vaults by a plastic tag 1-inch by 4-inch in size, with the cable run identification characters in 1/2-inch letters and secured to the cable with two nylon tie-wrap devices. Each cable shall be identified in all controller cabinets by a plastic tag 1/2-inch by 2-inch in size, stamped with the cable run identification characters in 1/4-inch letters and secured to the cable with two nylon tie-wrap devices.

A 3/16-inch polypropylene pull rope shall be included in every run of conduit where signal wiring, interconnect wiring, detector lead-in cables (DLC), fiber optic cable, or any combination of such cables are newly installed.

DLC WIRING

The contractor shall install DLC cables in the new conduit and existing conduits as shown on the plans. The existing conduit condition is unknown. The contractor shall make reasonable effort to

10. SERVICE

11. SIGNAL CABINET AND CONTROLLER ASSEMBLY

13. PEDESTRIAN SIGNAL HEAD

14. PEDESTRIAN PUSH BUTTON

15. LED INTERNALLY ILLUMINATED STREET NAME SIGN

16. EMERGENCY VEHICLE PREEMPTION DEVICES

17. LOOP DETECTION

Traffic Loop contractor shall be pre-approved by the City's Street Maintenance Supervisor or designee prior to commencement of traffic loop installation. Traffic Signal Inspection of all work completed will be performed on a daily basis by the City of Culver City Public Works Inspectors. All installations of Traffic Signal Loop Detectors shall conform to Culver City standards.

Contractor to core drill a round traffic signal loop using a 6' diameter core bit with diamond impregnated segments. The slots shall be vertical and 0.5 inches wide maximum by 5.0 inches in depth with 3.0 inches of cover from loop wire to pavement surface. No other holes or means of anchoring a router or flat saw to perform the cut will be accepted.

All cuts shall be washed clean. Water and slurring shall be vacuumed, leaving a cleaned dry loop area. Loops shall be installed on the same day in which the loop slots are cut.

A prewound loop type 2 wire for round loops made of Detecta-Duct Traffic Signal Loop Wire shall be stacked in the cuts and secured from floating.

ATCS system loops shall have 5-turns if the distance from the loop stubout to the controller cabinet is over 300 feet.

The tails of the loop that run to the pull box shall be less than 50 feet.

All cuts to be sealed with a sealant in accordance with the State of California Specification No. 8040-01F-06 Crafc0 Brand or equal.

Advance loop and system loop detectors are to be individually landed by each lane from the curb stub-out pull box to the controller cabinet. Conductors for each inductive loop detector shall be continuous and unspliced from the pull box adjacent to the loop to the field terminals in the cabinets.

18. VIDEO DETECTION CAMERA SYSTEM

19. SAFETY LIGHTING

20. RED LIGHT PHOTO ENFORCEMENT EQUIPMENT

21. RELOCATE WIRELESS ANTENNA UNIT

22. SIGNING AND STRIPING

SIGNING & STRIPING shall conform to the requirements of Section 314- "Thermoplastic Traffic Striping" and Section 314-5 "Pavement Markers" of the Standard Specifications, Section 82-2 "Sign Panels" and Section 82-3 "Roadside Signs" of the current Caltrans Standard Specifications, the current State of California Manual on Uniform Traffic Control Devices (MUTCD), these Special Provisions, and the Plans.

Traffic Signal Contractor shall provide and install signs as shown on traffic signal plans and traffic striping/signage plans. Traffic signal operation, signing and striping work shall be coordinated to make sure safe operation.

Where signs are shown to be installed on signal mast arms, mountings shall conform to Detail U of SSP ES-7N.

Where signs are shown to be installed on signal standards, mountings shall conform to SSP RS4.

STRIPING:

Contractor shall field verify all striping and restore existing striping after pavement treatment is complete for all streets except where a striping plan is provided in Appendix A.

The Contractor shall remove conflicting markings and striping to adjust the configuration of existing striping to new striping. The Contractor shall remove markings and striping by wet sandblasting or other approved method. Paving damaged due to the excessive removal of existing striping shall be repaired to the satisfaction of the City Engineer.

No striping and markings shall be applied until the layout/markout and spotting (cat tracking) has been specifically approved by the Engineer. Minimum of one week notice required by the City Traffic Engineer for approval of striping.

All striping and pavement legends shall be alkyd-based thermoplastic with raised pavement markers unless otherwise noted. Installing thermoplastic markings and pavement markers shall conform to the provisions in Section 84-2 "Thermoplastic Traffic Stripes and Pavement Markings," and Section 85 "Pavement Markers," of the State of California, Department of Transportation Standard Specifications, and "Standard Plans" (sheets A20A through A20D and sheets A24A through A24E), and any supplements, additions or revisions thereto and these Technical Provisions.

All traffic lane line striping, stop bars, crosswalks, and legend markings shall be thermoplastic. Stencils for pavement marking shall match City of Culver City stencils exactly.

All water valve covers shall be painted blue after street resurfacing.

All new continental crosswalks and limit lines shall be installed per Culver City standards.

Green bike boxes and bike symbol pavement markings, if shown the plans, shall be pre-formed thermoplastic by Ennis-Flint "PreMark Bike Lane Green" with Vizigrip. Color shall be "Emerald Green" and shall be installed per manufacturer's recommendations.

Traffic lines and pavement markers shall be installed/re-installed per the following standards:

- Standard lane lines per Caltrans Std. Detail 9
- Two-way left turn lanes per Caltrans Std. Detail 32
- Median island (double-double yellow) per Caltrans Std. Detail 29
- No passing zones (double yellow) per Caltrans Std. Detail 22
- Turn lane channelizing lines per Caltrans Std. Detail 38B
- Blue Pavement Marker adjacent to all existing fire hydrants
- Paint parking Tees
- Paint curb, color and location per striping plans
- Restore/paint street number on curb face if the curb is replaced

ROADWAY SIGNING

Signs shall conform to the provisions in Section 56, "Signs," of the State Standard Specifications, the State Specifications for Reflective Sheeting on Aluminum Signs, the State Specifications for Aluminum Single-Sheet and Laminated-Panel Signs and these Special Provisions and as directed by the Engineer.

The Work to be done hereunder consists of furnishing and installing signs, sign posts, re-posting existing signs, and replacing existing sidewalks where removed for sign post installation.

New sign posts shall be "Unistrut" square galvanized steel posts with a breakaway feature, or approved equal, per LADOT Standard Plan S-452.0.

PARKING METER POSTS

The Contractor shall relocate and install new meter post/sleeve per City's standard plans. New parking meter heads will be supplied by the city.

23. Restoration of Existing Improvements

24. As-Built Plans

PAYMENT

Payment for **BID ITEM NO. 11 – RESTORE TRAFFIC STRIPING, SIGNAGE, AND MARKINGS** shall include all traffic striping and signage improvements (LS) as shown the traffic signal plans and striping plans, all traffic striping and signage as shown on the striping and signing plans, the removal of all conflicting striping and signage, new post and sign, including the parking meter post installation (Parking meter head will be supplied by the city) and parking tee, removal and new curb painting, and shall include all material, equipment, labor, and incidentals.

Payment for **BID ITEM NO. 12 - TRAFFIC LOOPS** shall be at the contract bid price per each (EA) loop installed and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place, and accepted. No additional compensation shall be made for bicycle loops.

BID ITEM NO. 13 – FORTA-FI FIBER REINFORCEMENT FOR ASPHALT PAVEMENT

Add Reinforcing Fibers, FORTA-FI®, provided by Pacific GeoSource, at a dosage rate of 1 pound per ton of ARHM asphalt. Ton equivalents or dosage rates below 1 pound per ton will not be accepted. Reinforcing Fibers shall be installed per manufacture's recommendation.

PAYMENT

Payment for **BID ITEM NO. 13 – FORTA-FI FIBER REINFORCEMENT FOR ASPHALT PAVEMENT**; shall be per pounds (LB) and shall include full compensation for all labor, materials, tools equipment, transportation and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

(ADDITIVE BID SCHEDULE)**ADDITIVE BID ITEMS NO. A-1 through A11 – Alley Reconstruction, PZ295 (AC option)**

The following bid items on the reconstruction of alleys are ADDITIVE items. The city may or may not award the work in additive bid schedule, which is not part of the TOTAL BASE BID Amount.

The City desires to pave the two unpaved alleys and reconstruct failed asphalt alley per Appendix C. **If awarded, an additional 20 working days will be added to the contract duration.**

Scope of work

All work shall comply with the current SSPWC and the applicable technical specifications contained in this contract document. The proposed work including the following:

1. Mobilization

Contractor shall provide notification to effected residents at least 5 working days prior to starting work. Perform clearing and grubbing.

2. Traffic control

The contractor shall prepare site specific traffic control plans for review and approval.

3. Survey and Staking

The Contractor shall provide a topographic survey to be performed by a registered Civil Engineer or Register Land Surveyor) of existing alley conditions (property line and centerline grade every 25LF, at each garage/driveway, and existing drainage pipe/swale).

If applicable, the Contractor hire a license Civil Engineer designer to prepare centerline grades and at the right of way lines.

The City will utilize this information to mark out the extent of removal and reconstruction of alleys and to allow for positive drainage.

Contractor shall provide construction staking for the proposed flow line and finished grades at the right of way lines. Longitudinal and cross slopes may vary to fit field conditions for positive drainage.

4. Roadway Excavation and Grading

The Contractor shall sawcut and remove existing asphalt pavement, based material, and subgrade soils to the depth as needed to all for the new various PCC and asphalt concrete pavement section. The final payment will be based on the actual excavation and removal using the unit bid price.

The Contractor shall coordinate with the City inspector to determine the exact sawcut and removal limits near or adjacent to private properties. Perform clearing and grubbing.

The excavation and removal quantity includes all construction Bid Items from # A5 through Bid Items #A9.

The Contractor shall grade and compact the subgrade per APWA specifications.

5. Construct 6" PCC Alley Approach over 4" CMB

The Contractor shall construct the alley approach per APWA Standard 130-3, Case B. W=20'. The bid quantity and payment shall also include the curb return, gutter at flowline and 2' wide 6" full depth AC slot paving. PCC shall be 3250 psi

6. R&R 4" PCC sidewalk/ramp over 4" CMB at alley approach
The Contractor shall construct remove the existing sidewalk next to the new PCC alley approach and construct 4" PCC over 4" CMB adjacent to the alley approach. PCC shall be 3250 psi
7. Const. 2' wide 6" PCC V-Gutter over 4" CMB
The Contractor shall install construct 2-feet wide 6" thick PCC V-gutter over 4" compacted CMB. PCC shall be 3250 psi
8. Construct 6" CMB
The Contractor shall construct 6" CMB over the compacted subgrade for the alley asphalt pavement.

The bid quantity includes the CMB for over the asphalt pavement only. All other CMB used for various PCC work shall be included and paid in the various PCC bid items for the work is being performed.
9. Construct 4" AC Alley Pavement

The Contractor shall install pave the entire alley with conventional asphalt PG64-10 C2 Mix.
10. Redwood Headers as needed
The Contractor shall install redwood headers as necessary when the alley paving is adjacent to unpaved remaining private property.
11. Adjust Manholes Frame and Covers to new grade
Upon the completion of asphalt pavement, the contractor shall adjust the existing sewer manhole and frame to the new grade.

PAYMENT

Payment for **ALTERNATE ITEMS A1 THROUGH A11 – ALLEY RECONSTRUCTION** shall be at the various contract bid items price and shall include full compensation for all labor, materials, tools, equipment, transportation, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

(ADDITIVE BID SCHEDULE)

ADDITIVE BID ITEMS NO. AA8 & AA7-9 – Alley Reconstruction, PZ295 (PCC Option)

In lieu of paving the alley with 2 feet ribbon gutter and remaining 18 feet with asphalt surface (4" AC over 6" CMB), the Contractor should also propose pave the 20 feet full width alley with 6" PCC over 4" CMB. All other bid prices in Bid Schedule A1~A6, and A10~A11 shall remain the same.

Bid Item AA8:

4" CMB shall be compacted to 95% of maximal density.

Bid Item AA7-9:

The PCC shall be 3250 psi and with 6"x6" - 10'x10' reinforcing wire mesh in mid depth of the PCC for the full surface. The Contractor shall also install 16" long #4 rebar at 18" on center in either side of the alley centerline/flowline. The Contractor shall soft cut the "ribbon gutter" 1' on either side of the flowline upon PCC initial setup.

All PCC, wire mesh, rebar, soft cut shall be included in the unit bid price of the 6" PCC alley unit bid price for Bid Item AA7-9

----- End of Section F -----