

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
2021 EDITION**

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.

1.1 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

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

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.

Being a City project, most City permits will be issued at no fee. Contractor will required to purchase temporary no parking signs from the City.

2.3 CONTRACTOR'S EQUIPMENT AND FACILITIES

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:

- Adams Boulevard
- Centinela Avenue
- Culver Boulevard, between west City boundary and Sepulveda Boulevard
- Fairfax Avenue
- Higuera Street, between Hayden Avenue/Place and Jefferson Boulevard
- Jefferson Boulevard
- La Cienega Boulevard
- National Boulevard
- Sawtelle Boulevard, between Culver/ Washington off-ramp of the San Diego Freeway and Braddock Drive
- Sawtelle Boulevard, between Matteson Avenue and Venice Boulevard
- Sepulveda Boulevard
- Slauson Avenue, east of Jefferson Boulevard
- Venice Boulevard
- Washington Boulevard, east of La Cienega Boulevard

The most direct route shall be used to and from the restricted street from the truck route

2.4 EXTRA WORK

2.4.1 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.

2.4.2 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.

2.5 DISPUTED WORK

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

3.1 INSPECTION

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.

3.2 THE CONTRACTOR'S REPRESENTATIVE

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.

3.3 CONTRACT DOCUMENTS

3.3.1 General

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).

3.4 SUBMITTALS

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.

3.5 WORK SITE MAINTENANCE

3.5.1 General

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.

3.5.2 Air Pollution Control

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 statues 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.

3.5.3 Noise Control

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.

3.5.4 Storage of Equipment and Materials

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.

3.5.5 Water Pollution Control

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
6. Develop and implement erosion control plans (if applicable)

7. Check and repair leaking equipment away from construction sites
8. Designate a location away from storm drains for refueling
9. Cover and seal catch basins if work in their vicinity may allow debris or deleterious liquids to enter
10. Use vacuum with all concrete sawing operations
11. Never wash excess material from aggregate, concrete, or equipment onto a street
12. Catch drips from paving equipment with drip pans or absorbent material
13. Clean up all spills using dry methods

3.6 COMPLETION, ACCEPTANCE, AND WARRANTY

3.6.1 Completion

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 INSPECTION

4.1.1 General

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

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

4.1.2 Protection

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

4.1.3 Testing

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

4.1.4 Trade Names

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.

5.2 SAFETY

5.2.1 Safety Orders

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

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.

6.2 TIME OF COMPLETION

6.2.1 General

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

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

In addition, Culver City observes a "Holiday Slowdown" during which construction activities are prohibited in Public right-of-way. On arterial streets and commercial streets, Holiday slowdown will be observed from:

- 1 Wednesday before Thanksgiving until Sunday the same week
- 2 Christmas Eve until January 2nd.

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:

6.2.2 Work Hours

The Contractor's working hours shall be limited to the hours between 8:00 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.

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.

6.3 DELAYS AND EXTENSION OF TIME

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.

6.4 SUSPENSION OF WORK

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.

6.5 TERMINATION OF THE CONTRACT FOR DEFAULT

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.

6.6 TERMINATION OF THE CONTRACT FOR CONVENIENCE

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, lightning, 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.

6.7 LIQUIDATED DAMAGES

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 **\$500**. Execution of the contract under these Specifications shall constitute agreement by the Agency and Contractor that **\$500** 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.

6.8 LEGAL ACTIONS AGAINST THE CITY

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 of 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.
- e. 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

7.1 PAYMENT

7.1.1 General

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.
- b. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule.
- c. Payments due the Owner from the Contractor.
- d. 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.

7.1.2 Partial and Final Pay Quantities

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

7.1.3 Delivered Materials

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.

7.2 PAYMENT OF EXTRA WORK

7.2.1 General

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

7.2.2 Markup

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.

7.2.3 Daily Reports By Contractor

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 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.

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.

-- End of Section --

SECTION F
TECHNICAL SPECIFICATIONS

**CULVER CITY TECHNICAL SPECIFICATIONS FOR
MAIN STREET BOLLARDS PROJECT, PS-023**

1. GENERAL

Bollard installation 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), FHWA Standard Highway Signs (Latest Edition), and California Sign Specifications (latest edition). The contract bid items for the Bollards Installation shall include all labor, equipment, materials, incidentals, and work necessary to install the Bollards complete in place per the approved plans.

2. CONTATOR CERTIFICATION

Contractor shall possess a valid Class "A" or "C-7" or "C-8" License at the time that the bid is submitted. Failure to possess the specified license shall render the bid as non-responsive.

Contractor, or subcontractor shall be a Gibraltar approved installation contractor who provides bollard installation services consistently and understands the specified control systems and how they operate.

3. MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Existing traffic signals and street lights 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 3:00 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.

4. 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.

5. 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.

6. SIDEWALK

Sidewalk grade shall be flush with existing walk on either side of the areas to be removed and replaced. All sidewalks shall be constructed to drain so that no low spots are constructed where puddling or ponding might occur. Cross slopes shall match existing sidewalks that are to remain on either side of the reconstructed areas.

The sidewalks shall be constructed in accordance with Section 303 of the Standard Specifications, and as shown in APWA Standard Plans. Sidewalks shall be 4" thick over 4" crushed miscellaneous base (CMB). Construction of this item shall be coordinated with all other construction activities. For the existing structures to be removed, all edges shall be saw-cut. All fresh P.C.C. surfaces shall be protected from weather and from graffiti. Any damaged P.C.C. surfaces shall be repaired or at no additional cost to the City.

Concrete shall be Class 560-C-3250

To minimize inconvenience to traffic and the public in general, the Contractor shall schedule the concrete placement to be completed no later than three (3) working days after the removal operations. Safe and adequate pedestrian and vehicular movement at and around all construction sites shall be provided and maintained at all times. Approved barriers and signs (traffic flagging personnel, if necessary), shall be furnished and utilized by the Contractor. All work mentioned above shall be included in the unit price for this bid items.

7. 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

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 Lanes

Green bike boxes and bike symbol pavement markings, if shown the plans, shall be Geveko Markings PlastiRoute Methyl Methacrylate (MMA). 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.

Flexible Delineator Posts

Flexible delineator post shall be OmegaPost by Impact Recovery Systems, or approved City Equivalent. Posts shall be 3" in diameter, 28" tall, and attached to a Quarter Turn Base.

Color, base and reflective sheeting colors of the delineator shall match the color of the line it is placed on as shown on the project plans.

"Glue down" or other installation methods shall only be used on bridges or as specifically called for on the project plans.

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.

8. RESTORATION OF EXISTING IMPROVEMENTS

As part of the utility pothole, conduits, pull boxes, signal pole foundation construction, all damaged AC pavement, PCC improvements, and hardscape/landscaping, irrigation shall be restored/replaced to match existing. AC and PCC improvement shall be saw cut; unless directed otherwise, PCC improvement shall be replaced from joint to joint. PCC shall be type 560-C-3250.

All restoration/replacement of existing improvements cost as part of the traffic signal construction shall be included in the traffic signal lump sum bid price.

9. AS-BUILT PLANS

The Contractor shall maintain on the job site, a set of full-size red-line prints, to which the Engineer shall have access at all times.

While it is believed that much of the project will be shown on the Plans or indicated in the Specifications, this does not guarantee the completeness or accuracy of such information. The Contractor is required to submit to the Engineer "as-built" prints, prior to the City's accepting the installations. The prints shall indicate in red all deviations from the contract plans such as location and number of cables, pull boxes and runs, depths of conduit, number of conductors and other appurtenant work for future references.

On these plans the Contractor shall mark all as-built conditions, locations, configurations, and other details which may vary from the details represented on the original drawings.

In the case of those drawings which are superseded by final shop drawings, the as-built drawings shall be updated by indicating how those portions are superseded. Upon completion of the work and prior to final acceptance, legible, as-built drawings shall be turned over to the Engineer.

Payment for AS-BUILT PLANS shall be included in various bid items bid price.

-- End of Section --