

SPECIFICATION AND CONTRACT DOCUMENTS

FOR

CITY OF MANHATTAN BEACH, CALIFORNIA

2012-2013 Water Main Replacement Project



PROJECT NO. 12826-E
PLAN NO. W-619
Sheets 1 to 10

Completion: 80 Working Days

PUBLIC WORKS DEPARTMENT
1400 Highland Avenue
Manhattan Beach, California 90266
www.citymb.info
Project Manager: John Wolter
Email: jwolter@vaconsultinginc.com
Telephone: (949) 474-1401 x283

STAMP:



Reviewed by:

Steve Finton, City Engineer

8/6/12

Date

CITY OF MANHATTAN BEACH

SPECIAL PROVISIONS

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*Addition - Not covered in the Green Book.

SPECIAL PROVISIONS

(Continued)

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*Addition - Not covered in the Green Book.

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*Addition - Not covered in the Green Book.

CITY OF MANHATTAN BEACH
PROJECT SPECIFICATIONS

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CITY OF MANHATTAN BEACH
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

* * * *

SEALED PROPOSALS will be received at the office of the City Clerk, City Hall, City of Manhattan Beach, California, until 11:00 a.m. on August 28, 2012, at which time they will be publicly opened and read, for performing work as follows:

Furnish all materials, equipment, and labor as required to construct the 2012-2013 Water Main Replacement Project improvements, complete in place.

No bid will be received unless it is made on a proposal form furnished by the Engineer. Each bid must be accompanied by (cash, certified or cashier's check, or bidder's bond) made payable to the City of Manhattan Beach for an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

Notice is hereby given that the Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rates of per diem wages as evidenced in most recent edition of State of California, Department of Transportation, Business, Transportation and Housing Agency, General Prevailing Wage Rates Schedule, in the locality in which the work is to be done, for each craft or type of workman or mechanic needed to execute the contract in accordance with the provisions of Section 1770 to 1781 of the Labor Code; said prevailing rates are on file in the Office of the City Clerk and are incorporated herein by reference.

In accordance with Section 1776 of the Labor Code as amended, the Contractor shall submit a certified copy of the complete project payroll record to the Engineer, prior to final acceptance of the contract work.

The Contractor shall, in the performance of the work and improvements, conform to the Labor Code and other laws of the State of California and the laws of the Federal Government of the United States applicable thereto.

The Contractor's attention is directed to Section 14311.5 of the Government Code concerning projects involving federal funds and failure of bidder or Contractor to be properly licensed.

All bids are to be compared on the basis of the Engineer's Estimate of the quantities of work to be done. The City reserves the right to delete any bid item(s) prior to award if it is in the City's best interests to do so.

No contract will be awarded to a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code.

Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required in the contract documents.

Plans may be seen and forms of proposal, bonds, contract, and specifications may be obtained at the City of Manhattan Beach City Hall, 1400 Highland Avenue, Manhattan Beach, California. A non-refundable deposit for the plans and specifications may be charged as determined by the Engineer.

The special attention of prospective bidders is called to Section I, PROPOSAL REQUIREMENTS, for full direction as to bidding, etc.

The City of Manhattan Beach reserves the right to reject any or all bids.



8-7-12

LIZA TAMURA, City Clerk
City of Manhattan Beach

PART 1

PROPOSAL REQUIREMENTS

Proposal Requirements

(a) General Information

The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on August 28, 2012, sealed proposals for:

2012 - 2013 Water Main Replacement Project

(b) Examination of Plans, Specifications, Special Provisions, and Site of Work

The Bidder is required to examine carefully the site of work and the proposal plans, specifications, and contract forms for the work contemplated, and it will be assumed 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 agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

(c) Proposal Form

All proposals must be made upon blank forms to be obtained from the Public Works Department in the City Hall. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer. Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required and referred to in the contract documents.

(d) Rejection of Proposals Containing Alterations, Erasures or Irregularities

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

Each Contractor shall base his bid on furnishing and installing all items exactly as shown on the contract drawings and as described in the contract specifications. The successful Contractor will not be authorized to make any materials substitutions or changes in plans and/or specifications on his own initiative, but in each and every instance must procure written authorization from the Engineer before installing any work in variance with the contract requirements.

(e) Interpretation of Contract Documents

If any person contemplating submitting a bid on this project is in doubt as to the true meaning of any part of the plans, specifications, or other sections of the contract documents, he may submit to the Engineer a written request for interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract documents including the plans and specifications will be made by addendum duly issued or delivered by the Engineer to each person receiving a set of said documents. The Engineer will not be responsible for any other explanations or interpretations of the contract documents.

(f) Bidder's Guaranty

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Manhattan Beach, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

(g) Award of Contract

The award of the contract, if it be awarded*, will be to the lowest responsible bidder whose proposal complied with all the requirements described. The award, if made, will be made within sixty (60) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. *See Paragraph (k) below.

(h) Execution of Contract

The contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

(i) Return of Bidder's Guaranties

Within ten (10) days after the award of the contract, the City Clerk will return the proposal guaranties accompanying such proposals which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

(j) Contractor's Questionnaire

The Contractor shall complete the questionnaire form that accompanies the proposal and submit the information with his proposal.

(k) Owner's Right to Award Contract

The Owner reserves the right to reject any or all bids, to waive any irregularities or informalities and to award contract as may best serve the interests of the City of Manhattan Beach.

CONTRACTOR'S PROPOSAL

To the City Council of the City of Manhattan Beach:

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all the work required to complete said work prior to or upon the expiration of 80 working days in accordance with Plan No. W-619, Sheets 1 to 10, Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
2012-13 Water Main Replacement Project - Area 1				
1.	Mobilization and Demobilization	1 LS	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
2.	Stormwater Pollution Control Requirements	1 LS	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
3.	Excavation and Safety Measures	1 LS	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
4.	Replace Traffic Loop Detectors	1 LS	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
5.	Restriping of AC Pavements	1 LS	\$ <u>7,000.00</u>	\$ <u>7,000.00</u>
6.	Traffic Control	1 LS	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
7.	Miscellaneous Concrete Removal and Reconstruction	1 LS	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
8.	Furnish and Install 6-inch DI Main w/ Fittings, Thrust Blocks & Appurt.	4,550 LF	\$ <u>95.00</u>	\$ <u>432,250.00</u>
9.	Furnish and Install 8-inch DI Main w/ Fittings, Thrust Blocks & Appurt.	1,900 LF	\$ <u>97.00</u>	\$ <u>184,300.00</u>
10.	Furnish and Install 6-inch Gate Valves and Valve Boxes	23 EA	\$ <u>1,000.00</u>	\$ <u>23,000.00</u>
11.	Furnish and Install 8-inch Gate Valves and Valve Boxes	14 EA	\$ <u>1,500.00</u>	\$ <u>21,000.00</u>
12.	Furnish and Install 1-inch Service Laterals	102 EA	\$ <u>1,000.00</u>	\$ <u>102,000.00</u>
13.	Furnish and Install 1-inch Service Laterals w/ Pressure Reducing Valves	8 EA	\$ <u>1,200.00</u>	\$ <u>9,600.00</u>
14.	Furnish and Install 2-inch Service Laterals	11 EA	\$ <u>1,700.00</u>	\$ <u>18,700.00</u>
15.	Furnish and Install 2-inch Service Laterals w/ Pressure Reducing Valves	2 EA	\$ <u>2,300.00</u>	\$ <u>4,600.00</u>

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
16.	Removal of Existing Gate Valves and Valve Boxes	17 EA	\$ 100.00	\$ 1700.00
17.	Cutting and Plugging of Existing Waterlines	33 EA	\$ 100.00	\$ 3300.00
18.	Removal of Existing Fire Hydrant Assemblies	7 EA	\$ 150.00	\$ 1050.00
19.	Furnish and Install Fire Hydrant Assemblies	8 EA	\$ 8,000.00	\$ 64,000.00
20.	Furnish and Install Air Release Valve Assemblies	10 EA	\$ 2,000.00	\$ 20,000.00
21.	Furnish and Install Blow Off Assemblies	10 EA	\$ 2,000.00	\$ 20,000.00
22.	Connections to Existing Water Main	17 EA	\$ 4,500.00	\$ 76,500.00
23.	Concrete Encasement of Existing Sewer	50 LF	\$ 50.00	\$ 2,500.00
24.	Replace Existing Survey Monuments and Property Corner Markers	10 EA	\$ 300.00	\$ 3,000.00
25.	Special Project Site Maintenance and Public Convenience and Safety (not to exceed price if for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications.	1 LS	Not to Exceed	\$10,000
TOTAL (ITEMS 1 - 25)				

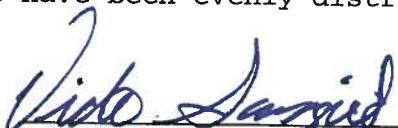
Total Bid Cost:

\$ 1,059,500.00

Total Bid Cost in Writing: \$ ONE MILLION FIFTY NINE

THOUSAND FIVE HUNDRED DOLLARS EVEN

The undersigned represents that this is a balanced bid and that the overhead and profit have been evenly distributed.


Signed

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of Manhattan Beach.

Licensed in accordance with an act providing for the registration of Contractors, License No. 433210.

Vito Samartzich
Signature of Bidder

PRESIDENT
Title

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals copartners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

VIDO SAMARZICH INC
(Name of Company or Corporation)

4972 CRESTVIEW PLACE
(Address)

ALTA LOMA CALIFORNIA 91701
(City) (State) (Zip)

Dated: AUGUST 28, 2012, 20 12.

VIDO SAMARZICH - PRESIDENT

VIDO L. SAMARZICH - VICE PRESIDENT

MONIKA SAMARZICH - SECRETARY

STATISTICAL INFORMATION ON CONTRACTOR**2012-2013 Water Main Replacement Project****Firm/Organization Information Form**

INSTRUCTIONS: All proposers or bidders responding to this solicitation must return this form for proper consideration of their proposal or bid. **The information requested below is for statistical purposes only.** On final analysis and consideration of award, a proposer/bidder will be selected without regard to gender, race, creed, or color. Categories listed below are based upon those described in 49 CFR §23.5.

TYPE OF BUSINESS ENTITY: CORPORATION
(Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 10

CULTURAL/ETHNIC COMPOSITION OF FIRM: (Owners, Partners, Associate Partners, Managers, Staff, etc.).

Please break down the total number of employees in your firm into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American		1	5
Asian American			
American Indian/Alaskan Native			
All Others			3

Based upon the categories above, please indicate the total number of men and women in your firm:

Men	8		
Women	2		

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how the ownership of the firm is distributed:

	Black/African American	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	All Others
Men	%	%	%	%	50 %
Women	%	%	%	%	50 %

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISE Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.) YES _____ NO X

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: VIDO SAMARZICH INC

SIGNED: Vido Samartzich **TITLE:** PRESIDENT

DATE: AUGUST 28, 2012

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID

State of CALIFORNIA)
County of SAN BERNARDINO) ss.

I, VIDO SAMARZICH, being first duly sworn, deposes and says that he

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

Bidder VIDO SAMARZICH INC.
By Vido Samarzich
Title PRESIDENT
Organization VIDO SAMARZICH INC.
Address 4972 CRESTVIEW PLACE ALTA LOMA CA. 91706

Subscribed and sworn to before me this 27 day of Aug 2012



Notary Public in and for the State of Calif

My commission expires 10-22-14

CONTRACTOR'S QUESTIONNAIRE

TO THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA:

Re:

Submitted by VIDO SAMARZICH INC

Principal Office 4972 CRESTVIEW PLACE ALTA LOMA CA. 91701

Telephone 909 9876377

Type of Firm: Corporation ☒

Co-Partnership ☐

Individual ☐

Contractor's License No. 433210

If a corporation, answer these questions:

Date of incorporation 1982

State of incorporation CALIFORNIA

President's name VIDO SAMARZICH

Vice President's name VIDO L. SAMARZICH

Secretary or Clerk's name MONIKA C. SAMARZICH

Treasurer's name _____

If a co-partnership, answer these questions:

Date of organization _____

Name and Address of all partners 10

Number of years experience as a Contractor in construction work 52

List the major construction projects your organization has underway as of this date:

_____	Phone: _____
<u>YORBA LINDA WATER DISTRICT</u>	Phone: <u>714 7013115</u>
_____	Phone: _____
_____	Phone: _____

List the major projects your organization has completed in the past five years.

<u>CITY OF CHINO</u>	Phone: <u>909 4648567</u>
<u>CITY OF NORCO</u>	Phone: <u>951 2705678</u>
<u>CITY OF PASADENA</u>	Phone: <u>626 4845640</u>
<u>CITY OF GLENDALE</u>	Phone: <u>818 5482000</u>

Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding? NO

If so, when? —

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

LIST OF SUBCONTRACTORS

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize himself with Section 2-3 of the Standard Specifications.

[illegible]

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BOND NO: VIDSA-1118

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, VIDO SAMARZICH, INC., (hereinafter called the Principal), and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and doing business under and by virtue of the laws of the State of MARYLAND, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of CALIFORNIA, as Surety, are held and firmly bound unto CITY OF MANHATTAN BEACH, (hereinafter called the obligee) in the sum equal to 10% of the accompanying bid of the Principal, not, however, in excess of TEN PERCENT OF THE TOTAL AMOUNT BID Dollars (10% OF BID AMOUNT), for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the above bounden Principal as aforesaid, is about to hand in and submit to the obligee a bid for WATER MAIN REPLACEMENT JOB/BID # 12826-E, in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefore.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said principal and said Surety have caused these presents to be duly signed and sealed this 23 day of AUGUST, 2012.

VIDO SAMARZICH, INC.

BY: 

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: 

Matthew R. Dobyns,
Attorney-in-Fact

VIDSA-1118

Bond Number

City of Manhattan Beach

Obligee

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Randy SPOHN and Matthew R. DOBYNS, both of Santa Ana, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of April, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes* *Thomas O. McClellen*
Assistant Secretary Vice President
Eric D. Barnes Thomas O. McClellen

State of Maryland
City of Baltimore

On this 19th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On August 23, 2012 before me, ERIKA GUIDO, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

* SEE ATTACHED *

BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, as principal, and
_____, as surety are held
and firmly bound unto the City of Manhattan Beach in the sum of

_____ Dollars, (\$ _____),
to be paid to the said City or its certain attorney, its successors and
assigns; for which payment, well and truly to be made, we bind ourselves, our
heirs, executors and administrators, successors or assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden _____

to construct _____

dated _____ is accepted by the City of Manhattan
Beach, and if the above bounden _____,

his heirs, executors, administrators, successors and assigns, shall duly enter
into and execute a contract for such construction, and shall execute and
deliver the two bonds described within ten days (not including Sunday) from
the date of the mailing of a notice to the above bounden _____ by and
from the said City of Manhattan Beach that said contract is ready for
execution, then this obligation shall become null and void; otherwise it shall
be and remain in full force and virtue; provided, however, that if Principal
shall, prior to the mailing of a notice of being awarded the contract notify
City of its unwillingness to perform under its bid submittal or request relief
from its bid without legal justification, City shall be relieved of any
obligation to formally award the contract to Principal and City's rights
hereunder shall not be affected by its failure to formally award the contract.

IN WITNESS WHEREOF, we hereunto set our hands and seals this
day of

_____, 20____.

CITY OF MANHATTAN BEACH
A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Vido Samartzich Inc., hereinafter referred to as "CONTRACTOR". City and Contractor hereby agree as follows:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the three bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Specifications to be furnished by said City, necessary to complete in a good, workmanlike and substantial manner the improvements for the:

2012 - 2013 Water Main Replacement Project

in accordance with the specifications and Special Provisions therefor, and also in accordance with the Specifications entitled "Standard Specifications for Public Works Construction, Latest Edition" and all supplements thereto, which said Special Provisions and Standard Specifications are hereby specially referred to and by such reference made a part hereof.

Said work to be done as shown upon the following plans:

Plan No. W-619, Sheets 1 to 10

2. Said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Manhattan Beach and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Engineer under them, to wit:

Total Cost: 1,059,500.00

Total Cost In Writing: One Million Fifty-nine Thousand Five Hundred Dollars and no/100

3. The complete contract consists of the following documents: This Agreement, Notice to Contractors, the accepted bid, the completed Plans, Specifications and detailed drawings, Performance Bond, Labor and Materials Bond, and Defective Materials, Workmanship and Equipment Bond.

All rights and obligations of City and Contractor are fully set forth and described in the contract documents.

All of the above named documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

A G R E E M E N T
(Continued)

4. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS WHEREOF, the City has by action of its City Council authorized this Agreement to be executed for and on behalf of the City by its Mayor and attested by its City Clerk, and the Contractor has caused the same to be executed by his duly authorized officer.

Contractor

By

Its

and

By

Its

4972 CRESTVIEW PLACE
Address

ALTA LOMA CA 91701

ATTEST:

CITY OF MANHATTAN BEACH

City Clerk

David N. Carmany, City Manager

The foregoing agreement is hereby
approved by me as to form

Public Works Approval

City Attorney

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

Bond No.: 08712135
(One of Four Originals)

**CITY OF MANHATTAN BEACH
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Vido Samarzich, Inc.

as principal, and Fidelity And Deposit Company Of Maryland

a corporation, incorporated, organized, and existing under the laws of the State of Maryland and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Manhattan Beach, a municipal corporation, located in the County of Los

Angeles, State of California, in the full and just sum of One Million Fifty Nine Thousand

Five Hundred and 00/100 Dollars (\$ 1,059,500.00), lawful money of the

United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, said principal has entered into, or is about to enter into, a certain written contract or agreement, dated as of the 2nd day of October, 2012, with the said City of Manhattan Beach for Completion of
improvements for the 2012 - 2013 Water Main Replacement Project

all as is more specifically set forth in said contract or agreement, a full, true, and correct copy of which is herewith attached, and hereby referred to and by this reference incorporated herein and made a part hereof.

NOW, THEREFORE, if the said Principal Vido Samarzich, Inc. shall faithfully and well and truly do, perform and complete, or cause to be done, performed and completed, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal Vido Samarzich, Inc., as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

PERFORMANCE BOND
(Continued)

In the event any suit, action, or proceeding is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED, and DATED this 4th day of September, 2012.

(CORPORATE SEAL)

Vido Samarzich, Inc.

By: Vido Samarzich

Principal

(CORPORATE SEAL)

Fidelity and Deposit Company of Maryland

By: Randy Spohn

Surety Randy Spohn, Attorney-in-Fact

The foregoing bond is hereby approved
by me as to form

City Attorney

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Randy SPOHN and Matthew R. DOBYNS, both of Santa Ana, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney, revokes that issued on behalf of Randy SPOHN, Matthew R. DOBYNS, dated May 1, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of July, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By:

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 13th day of July, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On September 4th, 2012 before me, ERIKA GUIDO, NOTARY PUBLIC,

personally appeared RANDY SPOHN

- ☒ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S) ☐ LIMITED
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CITY OF MANHATTAN BEACH

Bond No. 08712135

LABOR AND MATERIALS BOND

(One of Four Originals)

KNOW ALL MEN BY THESE PRESENTS:

That we, Vido Samarzich, Inc.

as principal, and Fidelity and Deposit Company of Maryland

as surety, are held and firmly bound unto the CITY OF MANHATTAN BEACH, State of California, in the sum of

One Million Fifty Nine Thousand Five Hundred and 00/100 Dollars (\$ 1,059,500.00) lawful money of the

United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that:

WHEREAS, said principal has been awarded and is about to enter into a written contract or agreement with the City of Manhattan Beach for

Completion of improvements for the 2012 - 2013 Water Main Replacement Project

all as is more specifically set forth in said contract or agreement, a full, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof.

NOW, THEREFORE, if the said principal as Contractor in said contract or agreement, or principal's subcontractor, fails to pay for any materials, provisions, provided or other supplies or teams, equipment, implements, trucks, machinery or power used in, upon or for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act of the State of California or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work or labor, the surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond.

This bond is executed pursuant to the provisions of Chapter 7 of Division 4, Part 6, Title 3, of the Civil Code of the State of California, and shall inure to the benefit of any and all persons entitled to file claims under Chapter 5 of Division 4, Part 6, Title 3 of the Civil Code of California as now or hereafter amended. No premature payment by said City to said principal shall exonerate any surety unless the City Council of said City shall have actual notice that such payment is premature at the time and it is ordered by said Council, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

LABOR AND MATERIALS BOND
(Continued)

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and to all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

The said surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligation on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

WITNESS our hands this 4th day of September, 2012.

Vido Samartzich, Inc.

By: *Vido Samartzich*

Principal

Fidelity and Deposit Company of Maryland

By: *Randy Spohn*

Surety Randy Spohn, Attorney-in-Fact

The foregoing bond is hereby approved by me as to form.

City Attorney

The foregoing bond is hereby approved by me as to surety.

ATTEST:

David W. Carmany, City Manager

City Clerk

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Randy SPOHN and Matthew R. DOBYNS, both of Santa Ana, California,** EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Randy SPOHN, Matthew R. DOBYNS, dated May 1, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of July, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By:

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 13th day of July, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On September 4th, 2012 before me, ERIKA GUIDO, NOTARY PUBLIC,

personally appeared RANDY SPOHN,



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL

☐ CORPORATE OFFICER

☐ PARTNER(S)

☐ LIMITED

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

CITY OF MANHATTAN BEACH
DEFECTIVE MATERIALS, WORKMANSHIP, AND EQUIPMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Vido Samarzich, Inc.
as principal, and Fidelity and Deposit Company of Maryland,
a corporation organized and existing under the laws of the State of Maryland,
and authorized to do a general surety business in the State of California, as
Surety, are held and firmly bound unto the City of Manhattan Beach
(hereinafter called Owner), a municipal corporation of the State of
California, in the full and just sum of One Hundred Five Thousand Nine Hundred Fifty and 00/100
Dollars (\$ 105,950.00), lawful money of the United
States of America, for which sum, well and truly to be paid, we bind
ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the said Principal entered into a certain contract with the obligee,
dated on or about October 2nd, 2012 for the
construction of

2012 - 2013 Water Main Replacement Project

WHEREAS, the Principal contracted to give the obligee a surety bond in the sum
of One Million Fifty Nine Thousand Five Hundred and 00/100

Dollars (\$ 1,059,500.00), conditioned that the Principal would make good
and protect the said obligee against the results of materials, equipment, or
workmanship which are inferior, defective, or not in accordance with the terms
of said contract having been used or incorporated in any part of the work so
contracted for, which shall have appeared or been discovered, within the
period of one (1) year from and after the completion and final acceptance of
the work done under said contract.

NOW, THEREFORE, if the Principal shall well and truly make good and
protect the said obligee against the results of materials, equipment, or
workmanship which are inferior, defective, or not in accordance with the terms
of said contract having been used or incorporated in any part of the work
performed under said contract, which shall have appeared or been discovered
within said one (1) year period from and after completion and final acceptance
of said work, then this obligation shall be null and void; otherwise to remain
in full force and effect.

DEFECTIVE MATERIALS, WORKMANSHIP, AND EQUIPMENT BOND
(Continued)

SIGNED, SEALED, and DATED this 4th day of September,
20 12.

Vido Samardich, Inc.

By: Vido Samardich

Principal

Fidelity and Deposit Company of Maryland

By: Randy Spohn

Randy Spohn, Attorney-in-Fact

Surety

The foregoing bond is hereby approved
by me as to form

City Attorney

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Randy SPOHN and Matthew R. DOBYNS**, both of Santa Ana, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Randy SPOHN, Matthew R. DOBYNS, dated May 1, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of July, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By:

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland } ss:
City of Baltimore }

On this 13th day of July, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On September 4th, 2012 before me, ERIKA GUIDO, NOTARY PUBLIC,

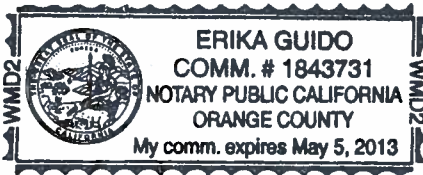
personally appeared RANDY SPOHN,

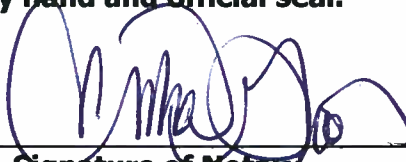


who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern California Insurance Brokerage, Inc. P.O. Box 758 License #OC91978 Glendora CA 91740-0758		CONTACT NAME: Justine Bustillos/Cathy Robles PHONE (A/C No. Ext): (909) 592-2215 FAX (A/C No.): (909) 305-0391 E-MAIL ADDRESS: Justine@socalinsurance.com	
INSURED Vido Samarzich, Inc. 4972 Crestview Place Alta Loma CA 91701		INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Specialty Insurance INSURER B: National Union Fire Ins Co of INSURER C: Preserver Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER:12/13 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SF06CGL006480-05	12/23/2011	12/23/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANY AUTO						
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB			EBU067208621	5/22/2012	12/23/2012	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCC 7017639	5/22/2012	5/22/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
JOB REF: 2012-2013 WATERMAN REPLACEMENT PROJECT

CITY OF MANHATTAN BEACH AND ITS OFFICERS, EMPLOYEES, ELECTED OFFICIALS, VOLUNTEERS, AND MEMBERS OF BOARDS AND COMMISSIONS ARE NAMED AS ADDITIONAL INSURED, BUT ONLY IN RESPECTS TO THE INSURED'S OPERATIONS:
SPECIAL INSURANCE GL ENDORSEMENT FORM #1 ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVE.
MANHATTAN BEACH, CA 90266

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Diana Kubo, CISR/JNP

INSURANCE ENDORSEMENT FORM #1
(GENERAL)
(Continued)

10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Commercial General Liability "Occurrences" Form CG0001 and shall include the following:

A. General Liability

- (1) Comprehensive Form
- (2) Premises/Operations
- (3) Independent Contractors Liability
- (4) Broad Form Property Damage
- (5) Personal Injury
- (6) Products, Completed Operations
- (7) Contractual
- (8) Explosions, collapse, or underground property damage.

NOTE: If this is a Homeowner's Policy in lieu of Commercial General Liability, it shall afford coverage at least as broad as Homeowners ISO Form HO II (Ed 9-70) California and shall include comprehensive personal liability.

This policy shall provide the dollar limit specified in paragraph 9 with the following additional coverage where boxes below are checked:

- ☐ 11. Host Liquor Liability
- ☐ 12. Liquor Law Liability
- ☐ 13. Other

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective 9-10-12 at 12:01 a.m.
and forms a part of Policy No. SF06CGL006480-05

Named Insured Vido Samarzich, Inc.

Name of Insurance Company Navigators Specialty Ins.

I, Gabriel Hill (print/type name),
warrant that I have authority to bind the above listed insurance company,
and by my signature hereon do so bind this company.

By [Signature]
Signature of Authorized Representative

Approved _____
City Risk Manager

Date

PLEASE ATTACH CERTIFICATE OF INSURANCE




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Richard Vossmeier Agent, License No. 0532861 3517 N. Verdugo Road Glendale, CA 91208-1284 	CONTACT NAME: Richard Vossmeier PHONE (A/C, No, Ext): (818) 248-8773 E-MAIL ADDRESS: richard.vossmeier.b8rz@statefarm.com	FAX (A/C, No): (818) 248-8332
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Vido Samarzych, Inc. 4972 Crestview Place Rancho Cucamonga, CA 91701-1260	NAIC # 25178	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

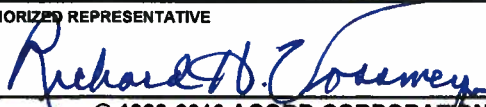
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	366 3454-B07-75 351 1456-A01-75	08/07/2012 07/01/2012	08/07/2013 07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Scheduled Autos: 1993 International 4900 Dump V.I.N. #1HTSDPPR6PH475872 / 1989 Ford F47 Flathead V.I.N. #2FDLF47G4KCB51307

Project: Construction of the 2012 - 2013 Water Main Replacement Project

CERTIFICATE HOLDER City of Manhattan Beach 1400 Highland Avenue Manhattan Beach, CA 90266	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

STATE FARM INSURANCE COMPANIES

900 Old River Road
Bakersfield CA 93311-9501

DATE OF NOTICE: SEP 06 2012

CODE:

AT1 23 36A
000554 0093 A

CITY OF MANHATTAN BEACH & ITS
OFFICERS, EMPLS, ELECTED
OFFICIALS AND MEMBERS OF
BOARDS AND COMMISSIONS
1400 HIGHLAND AVE
MANHATTAN BCH CA 90266-4728

**NOTE: PLEASE NOTIFY STATE FARM AT THE
ADDRESS LISTED AT THE TOP, LEFT CORNER
OF THIS PAGE REGARDING ANY CHANGE OF
ADDRESS INFORMATION.**

ADDITIONAL INSURED'S NOTICE OF COVERAGE

Farm Mutual Automobile Insurance Company

1500-F778-R

ADDITIONAL INSURED:

AMARZICH, INC
RESTVIEW PL
UCAMONGA CA 91701-1260

POLICY NO: 366 3454-B07-75A
YR/MAKE/MODEL: 1993 INTERNATL DUMP
VIN/CAMPER: 1HTSDPPR6PH475872
AGENT NAME: RICHARD VOSSMEYER
AGENT PHONE: (818)248-8773
ENDORSEMENT NO: 6028AU

COVERAGE:

BI AND PD LIABILITY
\$ 1 MIL
\$1000 DED. COMP.
\$1000 DED. COLL.

POLICY EFFECTIVE
SEP 04 2012 UNTIL TERMINATED

KEY MESSAGES: This policy shown above supersedes policy# 3663454-75.

Policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance
and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice
is given, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of
any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

STATE FARM INSURANCE COMPANIES

900 Old River Road
Bakersfield CA 93311-9501

DATE OF NOTICE: SEP 06 2012

CODE:

AT1 23 37A
000555 0093

CITY OF MANHATTAN BEACH AND
ITS OFFICERS, EMPLS, ELECTED
OFFICIALS, AND MEMBERS OF
BOARDS AND COMMISSIONS
1400 HIGHLAND AVE
MANHATTAN BCH CA 90266-4728

NOTE: PLEASE NOTIFY STATE FARM AT THE
ADDRESS LISTED AT THE TOP, LEFT CORNER
OF THIS PAGE REGARDING ANY CHANGE OF
ADDRESS INFORMATION.

ADDITIONAL INSURED'S NOTICE OF COVERAGE**Farm Mutual Automobile Insurance Company**

1500-F778-R

ADDITIONAL INSURED:

AMARZICH, INC
RESTVIEW PL
UCAMONGA CA 91701-1260

POLICY NO: 351 1456-A01-75A
YR/MAKE/MODEL: 1989 FORD FLATBED
VIN/CAMPER: 2FDLF47G4KCB51307
AGENT NAME: RICHARD VOSSMEYER
AGENT PHONE: (818)248-8773
ENDORSEMENT NO: 6028AU

COVERAGE:

BI AND PD LIABILITY
\$ 1 MIL
\$250 DED. COMP.
\$500 DED. COLL.

POLICY EFFECTIVE
SEP 04 2012 UNTIL TERMINATED

KEY MESSAGES: This policy shown above supersedes policy# 3511456-75.

This policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice is received, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

6196A.1 WAIVER OF OUR RIGHT TO RECOVER OUR PAYMENTS

This endorsement is part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as *your* policy unless a different effective date is specified by us in writing.

In consideration of the premium charged for *your* policy we agree that under Condition 3 – **Our Right to Recover Our Payments** we will not exercise the right to recover our payments as respects

COVERAGE A ONLY IN FAVOR OF:
CITY OF MANHATTAN BEACH & ITS OFFICERS, EMPLOYEES, ELECTED OFFICIALS
AND MEMBERS OF BOARDS AND COMMISSIONS.

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CALIFORNIA 90266
(310) 802-5300

INSURANCE ENDORSEMENT FORM #1
(GENERAL)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and cleanup dates):

Construction of the 2012 - 2013 Water Main Replacement Project

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be cancelled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA, 90266, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$ 1,000,000.00 , combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.

INSURANCE ENDORSEMENT FORM #1
(GENERAL)
(Continued)

10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Commercial General Liability "Occurrences" Form CG0001 and shall include the following:

A. General Liability

- (1) Comprehensive Form
- (2) Premises/Operations
- (3) Independent Contractors Liability
- (4) Broad Form Property Damage
- (5) Personal Injury
- (6) Products, Completed Operations
- (7) Contractual
- (8) Explosions, collapse, or underground property damage.

NOTE: If this is a Homeowner's Policy in lieu of Commercial General Liability, it shall afford coverage at least as broad as Homeowners ISO Form HO II (Ed 9-70) California and shall include comprehensive personal liability.

This policy shall provide the dollar limit specified in paragraph 9 with the following additional coverage where boxes below are checked:

- ___ 11. Host Liquor Liability
- ___ 12. Liquor Law Liability
- ___ 13. Other

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m. and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (print/type name), warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CALIFORNIA 90266
(310) 802-5300

INSURANCE ENDORSEMENT FORM #2
(AUTO)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and cleanup dates):

Construction of the 2012 - 2013 Water Main Replacement Project

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be cancelled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA, 90266, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000.00, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.

INSURANCE ENDORSEMENT FORM #2
(AUTO)
(CONTINUED)

10. Scope of Coverage. This policy shall afford coverage at least as broad as Insurance Services Office Form No. CA0001 (Ed 1/78), Code 1 ("any auto") and shall include the following:

A. Auto Liability

- (1) Any auto
- (2) All owned autos (Private Passengers)
- (3) All owned autos (other than Private Passengers)
- (4) Hired autos
- (5) Non-owned autos (for business purposes)
- (6) Other

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m.
and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (print/type name),
warrant that I have authority to bind the above listed insurance company,
and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

CITY OF MANHATTAN BEACH

PROPOSED SECURITY DEPOSITS IN LIEU OF RETENTION

Pursuant to Sections 10263 and 22300 of the Public Contract Code of the State of California, the Contractor shall list below his proposed securities in lieu of retention, or request that payment of retentions be made directly to an escrow agent. Only those securities listed in Section 16430 of the California Government Code are acceptable to the City.

	<u>Security</u>	<u>Expiration Date</u>	<u>Value in Dollars</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

<u>Escrow Office</u>	<u>Escrow Agent</u>	<u>Address</u>	<u>Telephone</u>
----------------------	---------------------	----------------	------------------

The absence of any proposed security deposits (to be listed above), or information designating an escrow arrangement, and/or the Contractor's signature, shall constitute an acceptance by the Contractor that a ten percent (10%) deduction from any and all payments to him shall be withheld by the Agency until the expiration of 35 calendar days from the date of acceptance by the Agency, of the work as complete. Monies withheld by the Agency shall bear no interest payable to the Contractor upon their release.

Contractor:

Title

Name

Signature

PROGRESS PAYMENT REQUEST FORM

TO: CITY OF MANHATTAN BEACH
 Engineering Division, 1400 Highland Avenue, Manhattan Beach, CA 90266
FROM: PROJECT TITLE
 PROJECT NO.
FROM: Contractor
 Address _____ Date _____
 Telephone _____
 Submitted by: _____

Progress Estimate No. _____
 Contract Award Amount \$ _____

No.	Description	Contract Quantity	Previous Quantity	Quantity This Estimate	Unit Price	Amount This Estimate	Total Quantity To Date	Total Amount To Date
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
	Total							
	Less Retention							
	Less Previous Billing(s)							
	Total Amount Due							

City Approval: _____ Date: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+					
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SPECIAL PROVISIONS

The Standard Specifications of the Agency are contained in the latest Edition of the Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 3055 Overland Avenue, Los Angeles, California, 90034, telephone (310) 202-7775.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options, or additions are called out. Should there be any discrepancies between the following provisions and the Standard Specifications For Public Works Construction (Latest Edition), the provisions contained herein shall control.

PART 1

GENERAL PROVISIONS

Section 1 - Terms, Definitions, Abbreviations, Units of Measure, and Symbols

1-2 Terms and Definitions.

Add the following to the section:

Whenever in the Standard Specifications or the Special Provisions the following terms are used, they shall be understood to mean and refer to the following:

AGENCY: CITY OF MANHATTAN BEACH

BOARD: CITY COUNCIL OF THE CITY OF MANHATTAN BEACH

CITY: CITY OF MANHATTAN BEACH

ENGINEER: DIRECTOR OF PUBLIC WORKS OF THE CITY OF MANHATTAN BEACH, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.

INSPECTOR: That person or persons designated by the Engineer.

LABORATORY: The designated laboratory or laboratories authorized by the ENGINEER to test materials and work pertinent to the performance of the contractual work.

Other terms appearing in the Standard specifications shall have the intent and meaning specified therein.

Section 2 - Scope and Control of Work

2-3 Subcontracts.

2-3.3 Status of Subcontractors.

Add the following paragraphs to this subsection:

Subcontractors shall be listed by the bidder in accordance with these specifications and must be properly licensed under the laws of the State of California for the type of work which they are to perform.

Subcontractor whose prosecution of the work is not satisfactory shall be terminated immediately by the Contractor upon the receipt of a written notice by the Engineer. Subcontractors whose work was determined to be unsatisfactory shall not be allowed to perform any work on the job site.

2.4 Contract Bonds.

Add the following to the first paragraph:

All bonds used to satisfy the Agency's requirements shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by the City.

Substitute the following for the third paragraph:

As a part of the execution of this contract, the Contractor shall furnish to the City a bond of a surety company acceptable to the City, in a sum of one hundred percent (100%) of the total contract amount, as the sum set forth in the agreement for payment in full of all persons, companies, or corporations who perform labor upon or furnish material to be used in the work under this contract. Said bond shall be in the form of the Labor and Material Bond contained within these Specifications.

Substitute the following for the fourth paragraph:

As a part of the execution of this contract, the Contractor shall furnish to the City a bond payable to the City in the form of a Faithful Performance Bond as set forth in these Specifications. The performance bond shall be secured by a surety company acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall not be less than one hundred percent (100%) of the total contract amount, as this sum is set forth in the agreement.

Add the following paragraph to this section:

As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in the amount equal to ten percent (10%) of the total contract

amount to hold good for a period of one (1) year after the completion and acceptance of the work to protect the City against the results of defective materials, workmanship, and equipment during that time. This bond shall be delivered to the City prior to issuance of final payment under this contract. Said bond shall be in the same form as the form of Defective Materials, Workmanship, and Equipment Bond contained within these Specifications.

2-5 Plans and Specifications.

2-5.2 Precedence of Contract Documents.

This subsection shall be revised to read:

The order of precedence of documents shall be:

- First: Requirements of law.
- Second: Permits from other agencies as may be required by law.
- Third: Permits from the City of Manhattan Beach as may be required by law.
- Fourth: Special Provisions.
- Fifth: Contract Plans.
- Sixth: Standard Plans.
- Seventh: Standard Specifications.
- Eighth: Reference Specifications.

Change orders, supplemental agreements, and approved revisions to Plans and Specifications shall take precedence over documents listed above, except those listed as First, Second, and Third. Detailed plans shall have precedence over general plans. Reference Specifications or sections thereof, when cited in the Special Provisions, shall, by that reference, become a portion of the Special Provisions and be ranked in precedence of documents accordingly.

2-6 Work To Be Done.

The following paragraphs shall be added following paragraph one:

All work which is defective in its construction or deficient in any of the requirements of the Plans and Specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at his own expense. No compensation will be allowed for any work done beyond the lines and grades shown on the Plans or established by the Engineer. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer and City may cause the defective work to be remedied or removed and replaced at the expense of the Contractor.

Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before final acceptance of work by the board shall be corrected immediately with no extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

2-9 Surveying.

2-9.1 Permanent Survey Markers.

Substitute the following for the first paragraph:

Contractor is responsible for preservation and/or perpetuation of all monuments, lot stakes (tagged), and benchmarks which control subdivisions, tracts, boundaries, streets, highways, other rights-of-way, easements, or provide survey control which will be disturbed or removed due to Contractor's work. Contractor shall provide a Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state prior to disturbance or removal of existing monuments. The Contractor's Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice within the state shall coordinate with contractor to reset monuments or provide permanent witness monuments and file the required documentation with the Office of the County Surveyor pursuant to Business and Professions Code Section 8771.

2-10 Authority of the Board and the Engineer.

Substitute the following for the second paragraph:

The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the Plans and Specifications; all questions as to the acceptable fulfillment of the contract by the Contractor; and all questions as to claims and compensation.

2-11 Inspection.

Add the following paragraphs to the end of the section:

An inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the Contractor's management of the work. Any advice which an inspector may give the Contractor shall not be binding to the Engineer or to the City, or release the Contractor from fulfilling all the terms of the contract.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to final completion and acceptance thereof shall affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the contract.

If the Engineer deems it expedient and not in the best interest of the City to correct work injured or done not in accordance with the contract, the defective work may be accepted subject to an equitable deduction from the contract price which may be made therefor by the City upon certification from the Engineer.

Reexamination of any work may be ordered by the Engineer at any time prior to final acceptance and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with

the contract, the City will pay the cost of reexamination and replacement. If such work be found defective or not in accordance with the contract, the Contractor shall pay such costs.

2-12 Cooperation with Other Work.

Add the following section:

The City may award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under the contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

Section 3 - Changes in Work

3-2 Changes Initiated by the Agency.

3-2.2 Contract Unit Prices.

3-2.2.1 General.

Delete in its entirety and replace with the following:

Increase or decrease in quantities shall be based on the contract's unit prices.

3-3 Extra Work.

3-3.1 General

Add the following at the end of Subsection 3-3.1:

Any extra work must be authorized by the Engineer and payment thereto shall be based on prevailing construction prices in the locality. Any extra work performed by the Contractor without prior authorization shall be considered included in the cost of the bid items mentioned in the Contractor's Proposal and no separate payment shall be made therefor.

If extra work is performed and payment is based on labor, materials, and equipment costs, the Contractor may not include in the labor costs, wages paid to supervisory personnel whose presence on the job site would normally be required.

3-3.2.3 Markup.

Delete in its entirety and replace with the following:

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

- | | | |
|----|----------------------------|----|
| 1) | Labor | 20 |
| 2) | Materials | 15 |
| 3) | Equipment Rental | 15 |

4) Other Items and Expenditures 15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) 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.

Section 4 - Control of Materials

4-1 Materials and Workmanship.

4-1.1 General.

Substitute the following for the first paragraph:

All materials used in the construction of the improvements under this contract shall be new and of properties best suited for the work required. Wherever applicable, materials shall conform to the latest Standards of the American Society for Testing Materials. All workmanship in the fabrication, assembly and construction of materials and equipment shall be neat and workmanlike in every respect. All equipment offered shall be of the manufacturer's latest design.

4-1.10 Warranties, Guarantees, and Instruction Sheets

Add the following subsection:

All equipment, materials, and workmanship furnished under this contract shall be guaranteed for a period of one (1) year from the date of acceptance thereof against all defects that might render the work unsatisfactory during its normal operation. Defective materials and workmanship which become apparent during the guarantee period shall be replaced by the Contractor at his expense, together with the repair or replacement of any adjacent work, which may have been damaged by reason of the defective material, or during the process of its repair or replacement.

Manufacturer's warranties and guarantees furnished for materials used in the work, instruction sheets, and parts lists supplied with materials shall be delivered to the Engineer prior to acceptance of the project.

Section 5 - Utilities

5-1 Location.

Add at the end of Section 5-1.

The location of existing piping and underground utilities, such as sewer, buried telephone, cable television, water mains, electric

duct lines, etc., as shown on the contract drawings have been determined from the best available information, by actual surveys or furnished and taken from the records of the parent utility companies and drawings of existing facilities. However, the City does not assume the responsibility that record information as furnished by the utility companies and drawings of existing facilities is complete, accurate, and in sufficient detail to adequately locate all facilities within the construction area. The Contractor shall verify the detailed locations of all facilities as shown on the plans prior to starting work in the area.

5-2 Protection.

Add the following paragraphs at the end of Section 5-2:

At least two working days prior to commencing work within the area, the Contractor shall request the utility owners to identify or otherwise indicate the location of their subsurface facilities. It shall be the Contractor's responsibility to determine the location and depth of all utilities including service connections which have been marked by the representative owners and which he believes may affect or be affected by the work. Full compensation for the ascertainment of utility locations and depths shall be considered included in the prices bid for the other items of work.

All utilities shall be notified by the Contractor in advance, according to their respective advance notice requirements, prior to excavating adjacent to, altering, or in any way modifying their facilities. The Contractor, at his expense, shall maintain in service all existing utilities. Should interruption of such utilities become necessary, the property owners and residents affected shall be notified 48 hours before the interruption.

The Contractor shall protect, support, or perform any other work necessary in order to maintain the operation of utilities in the proximity of the work area. The Contractor shall inform the Engineer in writing of all utilities omitted from or shown incorrectly on the contract plans. The Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations not shown or incorrectly delineated on the contract plans. The Contractor shall conduct his operations so as to permit access to the work site by any affected utility necessary for the relocation or modification to the utility system at no cost to the City.

Any interference by the Contractor with City-owned facilities such as, but not limited to, sewer, water, or storm drain that, in the opinion of the Engineer, creates a safety or health hazard and is not quickly repaired, said damaged facilities may be repaired by City forces and all costs of these repairs will be deducted from contract payments.

Section 6 - Prosecution, Progress, and Acceptance of the Work

6-2 Prosecution of the Work.

6-2.1 Excess Cost of City Personnel and Inspection Personnel

Add the following to Section 6-2:

For any overtime or emergency work beyond a regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays, the charges for City personnel, including inspection, required on the job site shall be the responsibility of the Contractor and all costs therefor shall be deducted from the payments due the Contractor. The cost of the City personnel shall be computed pursuant to adopted City salary schedules, overtime policies, fringe benefits, and overhead costs.

6-3 Suspension of the Work.

6-3.1 General

Add the following paragraph following paragraph one:

In the event a suspension of work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the work, such suspension of work shall not relieve the Contractor of his responsibility to complete the work within the time limit set forth herein and shall not be considered cause for extension of the time for completion, and further, such suspension of work shall not entitle the Contractor to any additional compensation.

6-7 Time of Completion.

6-7.1 General.

Add the following to the end of the subsection:

Generally the time of completion shall be as noted on the Contractor's Proposal.

6-7.2 Working Day.

6-7.2.1 Hours of Work.

Add the following subsection:

The Contractor shall not conduct any operations or perform any work pertaining to the project as defined herein, between the hours of 5:00 p.m. and 7:30 a.m. on any day nor on Saturday, Sunday, or holidays at any time except as approved by the Engineer. In the event that the Contractor abuses the hours of work requirement, a written warning will follow. After each additional warning, a \$200.00 penalty will be deducted from the contract amount.

6-9 Liquidated Damages.

Add the following to the end of the section:

The liquidated damages value is hereby amended to be \$1,000 per day.

Section 7 - Responsibilities of the Contractor

7-3 Public Liability and Property Damage Insurance.

Delete Section 7-3 and replace with the following:

Insurance Requirements.

Commencement of Work. CONTRACTOR shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONTRACTOR must have and maintain in place, all of the insurance coverages required in this Section 7. CONTRACTOR'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONTRACTOR shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-VII unless otherwise approved by CITY.

Coverages, Limits and Policy Requirements. CONTRACTOR shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed.

12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONTRACTOR); or
- (2) CONTRACTOR shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

Verification of Compliance. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance

required by this Agreement, CONTRACTOR shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

7-3.1 Contractor's Responsibility for Work.

Add the following subsection:

Except as provided above, until the formal acceptance of the work by the City Council, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

7-3.2 Indemnification:

Add the following subsection:

The Contractor shall indemnify and save harmless the City of Manhattan Beach, the City Council, inspection personnel, and the Engineer from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The City Council may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

7-3.3 Responsibilities for Damage.

Add the following subsection:

The City of Manhattan Beach, the City Council, inspection personnel, and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property for any cause whatsoever.

7-5 Permits.

Revise Section 7-5 to read as follows:

The Contractor shall procure all permits and licenses (including a City of Manhattan Beach business license), pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City of Manhattan Beach permits required for the performance of the contract shall be issued on a "no fee" basis.

Section 8 - Facilities for Agency Personnel

8-1 General.

Add the following to the end of the section:

The Contractor does not need to provide separate facilities for agency personnel, however, he shall permit unlimited use by the Engineer or his duly authorized representative of any field office, toilet facility, or other temporary job site facility.

Section 9 - Measurement and Payment

9-3 Payment.

9-3.1 General.

Add at the end of this subsection:

Whenever the Contractor is required to perform work or furnish equipment, labor, tools, and materials of any class for which no price is fixed in the proposal, it shall be understood that such work, equipment, labor, tools, and material shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools, and materials shall be included in the unit bid prices in the proposal most closely related to the work and no additional compensation will be made therefor.

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

9-3.2 Partial & Final Payment.

Delete in its entirety and replace with the following:

In accordance with these Specifications, the monthly payment date is hereby set as the second Wednesday following the first Tuesday of each month. If the above date falls on a holiday, the payment date shall be the first subsequent working day.

The Contractor shall prepare and submit the form attached herewith (See Page 25) or his own form, in an identical format, to the Engineer for all requests for progress payments for the work performed in accordance with the provisions of the contract during the preceding month. The progress payment request shall be submitted no later than thirteen (13) working days prior to the monthly payment dates established above. Late submittals shall be held for consideration by the City Council at the next regularly scheduled meeting.

The City will make partial payment to the Contractor for the

work performed; said partial payment will be made in accordance with the certified estimate approved by the Engineer as set forth herein. The City will retain 5% of the amount of each such estimate until 35 days after the date on which the project is accepted as complete and until all obligations of the Contractor pursuant to the contract have been discharged.

The City may withhold payments to the Contractor including, but not limited to, retained percentage, liquidated damages, defective work not remedied, reasonable doubt that this contract can be completed for the balance then unpaid, excess cost of City personnel and inspection personnel, and other valid claims against the Contractor.

Acceptance by the Contractor of said payment made in accordance with said final estimate shall be a release to the City, its officers, agents, and employees excepting only claims against the City for any amount withheld by it at the time of such payment.

9-3.4 Mobilization.

Delete in its entirety, retitle, and replace with the following:

Work Listed in the Bid Schedule.

The unit prices and lump sum prices include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work involved to complete the Work in the Contract Documents, and no additional compensation will be paid by the City. Work described herein is applicable to the Bid Schedule unless otherwise noted.

Add the following subsections:

9-3.4.1 Mobilization and Demobilization (Bid Item No. 1).

Work under this item shall include preparatory and cleanup operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project sites, securing a temporary construction yard, and maintaining the project sites in a safe and orderly manner during construction. This item also includes costs incurred for securing bonds, insurance and financing prior to beginning work. Mobilization costs shall not exceed 10 percent of the total bid amount. Work included under this pay item will be paid after all equipment has been mobilized to sites and after, in the judgment of the City, work has commenced.

The contract unit price for mobilization and demobilization shall be as a lump sum item as listed in the Bid Schedule.

9-3.4.2 Stormwater Pollution Control Requirements (Bid Item No. 2).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved in conforming to all applicable local, state and Federal regulations and laws pertaining to water pollution control, complete as specified herein, including but not limited to, dewatering, implementation and maintenance of BMP's in accordance with latest NPDES General Construction Permit, and conformance to all applicable laws

listed in these specifications.

The contract unit price for stormwater pollution control requirements shall be as a lump sum item as listed in the Bid Schedule.

9-3.4.3 Excavation and Safety Measures (Bid Item No. 3).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved in design and installation of sheeting, shoring, and bracing during trenching of the replacement waterlines, complete as specified herein, including but not limited to, preparation of sheeting and shoring design calculations, and conformance to all applicable laws listed in these specifications.

The contract unit price for excavation and safety measures shall be as a lump sum item as listed in the Bid Schedule.

9-3.4.4 Replace Traffic Loop Detectors (Bid Item No. 4).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved in replacing traffic loop detectors that are damaged during pipeline construction, complete as specified herein, including but not limited to, sawcut of pavement, placement of inductive loop wiring, connection to existing traffic signal panels and junction boxes, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for replacing traffic loop detectors shall be as a lump sum item as listed in the Bid Schedule.

9-3.4.5 Restriping of AC Pavements (Bid Item No. 5).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved in restriping of asphalt concrete pavement disturbed during pipeline construction, complete as specified herein, including but not limited to, restoration of existing parking and traffic striping and markings, and clean-up, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for restriping AC pavements shall be as a lump sum item as listed in the Bid Schedule.

9-3.4.6 Traffic Control (Bid Item No. 6).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved in providing traffic control measures, complete as specified herein, including but not limited to, installation of traffic control measures prior to trenching of the replacement waterlines, monitoring and upkeep of traffic control, and conformance to all applicable requirements listed in these specifications.

The contract unit price for traffic control measures shall be as a lump sum item as listed in the Bid Schedule.

9-3.4.7 Miscellaneous Concrete Removal and Reconstruction (Bid Item No. 7).

Work under this item shall include full compensation for furnishing all labor, materials, tools and incidentals, and for performing all the work involved, complete as specified herein, including but not limited to, saw cutting of existing cross gutters, curbs, sidewalks, and driveways, removal and disposal of all materials, construction and compaction of base material, placement of reinforcing bars, installation of forms, and construction of new concrete cross gutters, curbs, sidewalks, and driveways, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for miscellaneous concrete removal and reconstruction shall be paid as a lump sum bid item as listed in the Bid Schedule and at locations shown on the Construction Plans.

9-3.4.8 Furnish and Install 6-inch Ductile Iron Main with Fittings, Thrust Blocks, and Appurtenances (Bid Item No. 8).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved, complete as specified herein, including but not limited to, potholing, trenching, cutting of existing pavement section, removal and disposal of existing pavement materials, installation of 6-inch ductile iron pipeline and appurtenances including fittings, restraints, couplings, construction of thrust blocks, cleaning, pressure testing, disinfecting, bacteriological analysis, flushing and leak detection, bedding, backfill and compaction, and trench pavement reconstruction, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for installation of 6-inch ductile iron pipe with fittings, thrust blocks, and appurtenances shall be paid per lineal foot based on the quantity listed in the Bid Schedule.

9-3.4.9 Furnish and Install 8-inch Ductile Iron Main with Fittings, Thrust Blocks, and Appurtenances (Bid Item No. 9).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved, complete as specified herein, including but not limited to, potholing, trenching, cutting of existing pavement section, removal and disposal of existing pavement materials, installation of 8-inch ductile iron pipeline and appurtenances including fittings, restraints, couplings, construction of thrust blocks, cleaning, pressure testing, disinfecting, bacteriological analysis, flushing and leak detection, bedding, backfill and compaction, and trench pavement reconstruction, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for installation of 8-inch ductile iron pipe with fittings, thrust blocks, and appurtenances shall be paid per lineal foot based on the quantity listed in the Bid Schedule.

9-3.4.10 Furnish and Install 6-inch Gate Valves and Valve Boxes (Bid Item No. 10).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved, complete as specified herein, including but not limited to, connection to proposed or existing pipeline, installation of 6-inch gate valve and accessories including riser, valve box and cover, construction of thrust blocks, cleaning, pressure testing, disinfecting, bacteriological analysis, flushing and leak detection, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for 6-inch gate valves and valve boxes shall be paid per each valve assembly based on the quantity listed in the Bid Schedule.

9-3.4.11 Furnish and Install 8-inch Gate Valves and Valve Boxes (Bid Item No. 11).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved, complete as specified herein, including but not limited to, connection to proposed or existing pipeline, installation of 8-inch gate valve and accessories including riser, valve box and cover, construction of thrust blocks, cleaning, pressure testing, disinfecting, bacteriological analysis, flushing and leak detection, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for 8-inch gate valves and valve boxes shall be paid per each valve assembly based on the quantity listed in the Bid Schedule.

9-3.4.12 Furnish and Install 1-inch Service Laterals (Bid Item No. 12).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all the work involved, complete as specified herein, including but not limited to the location of existing services, potholing, construction staking, saw cutting of pavement, trenching, removal and disposal of all materials, replacement of service laterals with new 1-inch copper tubing, installation of service saddles, corporations stops, and meter valves, associated appurtenances, shut-down fees, construction water meters and water usage, re-connection to existing water meters and distribution main, backfill and compaction, trench pavement restoration, replacement in kind of existing hardscape, landscaping and irrigation disturbed during construction to the satisfaction of the Engineer and no other additional compensation will be allowed therefore. The City reserves the right to furnish new replacement meters and meter boxes, to be installed by the Contractor at no additional cost to the City. All replaced meters shall be returned to the City.

The contract unit price for installation of 1-inch service laterals shall be paid per each service connection based on the quantity listed in the Bid Schedule.

9-3.4.13 Furnish and Install 1-inch Service Laterals with Pressure Reducing Valves (Bid Item No. 13).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all the work involved, complete as specified herein, including but not limited to the location of existing services, potholing, construction staking, saw cutting of pavement, trenching, removal and disposal of all materials, removal of existing meter box, replacement of service laterals with new 1-inch copper tubing, installation of service saddles, corporations stops, and meter valves, new meter boxes, pressure reducing valves, shut-down fees, construction water meters and water usage, re-connection to existing water meters and distribution main, backfill and compaction, trench pavement restoration, replacement in kind of existing hardscape, landscaping and irrigation disturbed during construction to the satisfaction of the Engineer and no other additional compensation will be allowed therefore. The City reserves the right to furnish new replacement meters, to be installed by the Contractor at no additional cost to the City. All replaced meters shall be returned to the City.

The contract unit price for installation of 1-inch service laterals with pressure reducing valves shall be paid per each service connection based on the quantity listed in the Bid Schedule.

9-3.4.14 Furnish and Install 2-inch Service Laterals (Bid Item No. 14).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all the work involved, complete as specified herein, including but not limited to the location of existing services, potholing, construction staking, saw cutting of pavement, trenching, removal and disposal of all materials, replacement of service laterals with new 2-inch copper tubing, installation of service saddles, corporations stops, and meter valves, associated appurtenances, shut-down fees, construction water meters and water usage, re-connection to existing water meters and distribution main, backfill and compaction, trench pavement restoration, replacement in kind of existing hardscape, landscaping and irrigation disturbed during construction to the satisfaction of the Engineer and no other additional compensation will be allowed therefore. The City reserves the right to furnish new replacement meters and meter boxes, to be installed by the Contractor at no additional cost to the City. All replaced meters shall be returned to the City.

The contract unit price for installation of 2-inch service laterals shall be paid per each service connection based on the quantity listed in the Bid Schedule.

9-3.4.15 Furnish and Install 2-inch Service Laterals with Pressure Reducing Valves (Bid Item No. 15).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all the work involved, complete as specified herein, including but not limited to the location of existing services, potholing, construction staking, saw cutting of pavement, trenching, removal and disposal of all materials, replacement of service laterals with new 2-inch copper tubing, installation of service saddles, corporations stops, and meter valves, new meter boxes, pressure reducing valves, shut-down fees,

construction water meters and water usage, re-connection to existing water meters and distribution main, backfill and compaction, trench pavement restoration, replacement in kind of existing hardscape, landscaping and irrigation disturbed during construction to the satisfaction of the Engineer and no other additional compensation will be allowed therefore. The City reserves the right to furnish new replacement meters, to be installed by the Contractor at no additional cost to the City. All replaced meters shall be returned to the City.

The contract unit price for installation of 1-inch service laterals with pressure reducing valves shall be paid per each service connection based on the quantity listed in the Bid Schedule.

9-3.4.16 Removal of Existing Gate Valves and Valve Boxes (Bid Item No. 16).

Work under this item shall include full compensation for furnishing all labor, materials, tools and incidentals, and for performing all the work involved, complete as specified herein, including but not limited to, coordination with City staff, saw cutting of concrete pavement, trenching, removal of existing valve assembly including valve appurtenances such as riser, box, and valve cover, installation of blind flange and thrust block to the remaining pipe flange, disposal or salvage of removed valve, backfill, compaction, and pavement replacement, all to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for removal of existing gate valves and valve boxes shall be paid per each valve based on the quantity listed in the Bid Schedule.

9-3.4.17 Cutting and Plugging of Existing Waterlines (Bid Item No. 17).

Work under this item shall include full compensation for furnishing all labor, materials, tools and incidentals, and for performing all the work involved, complete as specified herein, including but not limited to saw cutting of asphalt concrete pavement, excavation, removal and disposal of all materials, removal of existing pipes, capping or plugging of existing pipe to remain in service, constructing thrust blocks at remaining pipe ends, plugging of pipelines to be abandoned, backfill, compaction, and pavement replacement. All work shall be completed to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for cutting and plugging of existing waterlines shall be paid per each location as shown in the Construction Plans and based on the quantity listed in the Bid Schedule.

9-3.4.18 Removal of Existing Fire Hydrant Assemblies (Bid Item No. 18).

Work under this item shall include full compensation for furnishing all labor, materials, tools and incidentals, and for performing all the work involved, complete as specified herein, including but not limited to, saw cutting of concrete pavement, trenching, removal of fire hydrant assemblies and disposal of all materials, salvaging of valves and fire hydrants, to the satisfaction of the Engineer and no other additional compensation will be allowed

therefore.

The contract unit price for removal of existing fire hydrant assemblies shall be paid per each hydrant assembly based on the quantity listed in the Bid Schedule.

9-3.4.19 Furnish and Install Fire Hydrant Assemblies (Bid Item No. 19).

Work under this item shall include full compensation for furnishing all labor, materials, tools and incidentals, and for performing all the work involved, complete as specified herein, including but not limited to, installation of new hydrant assembly, cleaning, pressure testing, disinfecting, bacteriological analysis, flushing and leak detection, restoration of landscape, irrigation and hardscape, shut-down fees, construction water meter and water usage, and backfill and compaction, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for installation of fire hydrant assemblies shall be paid per each hydrant assembly based on the quantity listed in the Bid Schedule.

9-3.4.20 Furnish and Install Air Release Valve Assemblies (Bid Item No. 20).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved, complete as specified herein, including but not limited to, trenching, cutting of existing pavement section, removal and disposal of existing pavement materials, installation of air release valves and accessories such as tie-in to proposed pipeline, corporation stop, laterals, valve enclosure and cover, pressure testing, disinfecting, bacteriological analysis, flushing and leak detection, backfill and compaction, trench pavement reconstruction, restoration of landscape, irrigation and hardscape, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for air release valve assemblies shall be paid per each valve assembly based on the quantity listed in the Bid Schedule.

9-3.4.21 Furnish and Install Blow Off Assemblies (Bid Item No. 21).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved, complete as specified herein, including but not limited to, trenching, cutting of existing pavement section, removal and disposal of existing pavement materials, installation of blow off assembly accessories such as pipeline outlet, gate valve with valve box, sleeve couplings, blow-off box and cover, backfill and compaction, trench pavement reconstruction, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for blow off assemblies shall be paid per each assembly based on the quantity listed in the Bid Schedule.

9-3.4.22 Connections to Existing Water Main (Bid Item No. 22).

Work under this item shall include full compensation for furnishing labor, material, tools and incidentals, and for performing all work involved, complete as specified herein, including but not limited to, coordination with City staff, potholing, excavation, cutting of existing pavement section, removal and disposal of existing pavement materials, removal of existing pipe cap or plugs and existing concrete, cutting or removal of existing pipeline, installation of make-up pipeline (ductile iron) and appurtenances including fittings, repair couplings, construction of thrust blocks, shut-down fees, cleaning, pressure testing, disinfecting, bacteriological analysis, flushing and leak detection, bedding, backfill and compaction, pavement reconstruction, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for connection to existing water mains shall be paid per each connection based on quantity listed in the Bid Schedule.

9-3.4.23 Concrete Encasement of Existing Sewer (Bid Item No. 23).

Work under this item shall be for furnishing all labor, materials, tools and incidentals, and for performing all the work involved, complete as specified herein, including but not limited to, excavation of existing sewer, placement of reinforcing bars, installation of forms, placement of concrete, backfill and compaction, restoration of pavement section, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for concrete encasement of existing sewer shall be paid per lineal foot based on the quantity listed on the Bid Schedule. Quantity in the Bid Schedule is for establishing a unit price. Contractor shall be paid for actual quantity constructed and as instructed by City representative.

9-3.4.24 Replace Existing Survey Monuments and Property Corner Markers (Bid Item No. 24).

Work under this item shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work involved in replacing survey monuments and property corner markers that are damaged during pipeline construction, complete as specified herein, including but not limited to, survey of new monuments, setting on pavement, recordation with the County Surveyor's office, and cleanup, to the satisfaction of the Engineer and no other additional compensation will be allowed therefore.

The contract unit price for replacing survey monuments and property corner markers shall be paid per each monument/marker based on the quantity listed on the Bid Schedule. Quantity in the Bid Schedule is for establishing a unit price. Contractor shall be paid for actual quantity constructed and as instructed by City representative.

9-3.4.25 Special Project Site Maintenance and Public Convenience and Safety (Bid Item No. 25).

Work and payment under this item shall be as described in Section 10 below.

Section 10 - Special Project Site Maintenance and Public Convenience and Safety

Section 10 is hereby added to the Standard Specifications as follows:

10-1 General.

Pursuant to the provisions of Section 7-8 and Section 7-10 of the Standard Specifications and these Special Provisions, the Contractor is responsible for project site maintenance and for public convenience and safety. Payment for compliance with these provisions is considered as included in the prices bid for other contract items.

The City, however, to maintain good public relations, may deem it necessary to require special project site maintenance and public convenience and safety actions and work to be performed by the Contractor that are over and above those required by the provisions of Section 7-8 and Section 7-10 of the Standard Specifications and these Special Provisions.

These actions and work shall be as directed by the Engineer in writing and payment for compliance therewith shall be on a cost plus basis for extra work per Section 3-3 of the Standard Specifications and applied against the not-to-exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."

Section 11 - Construction and Demolition Waste Management Plan

Section 11 is hereby added to the Standard Specifications as follows:

11.1 General.

To ensure that solid waste generated in the City of Manhattan Beach is reduced, reused or recycled, contractor shall submit a "Waste Management Plan" (WMP) to the Engineer for review and approval. After the WMP has been reviewed by the Engineer, it will be returned to the Contractor in one of the following four (4) status conditions:

- "Approved"
- "Further Explanation Required": The Engineer will return the WMP to the Contractor with questions about the WMP. Contractor shall resubmit plan with each of the City's questions answered thoroughly.

- "Denied": The Engineer will indicate the reasons for denial. The Contractor shall then re-submit a new WMP that complies with the requirements of this article or request an Infeasibility Exemption.

- "Infeasibility Exemption Approved"

The Contractor shall follow the WMP and document results during demolition and construction. Final documentation shall be submitted at the end of the project to the Engineer for review of compliance with the original WMP. The amount deducted from the final estimate and retained by the City in accordance with Section 9.3.1 and 9.3.2 shall be withheld until final WMP is submitted to the City and approved by City.

11-2 Definitions.

a) "Construction" means the building of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

b) "Construction and Demolition Debris" means used or discarded materials removed from premises during construction of project.

c) "Conversion Rate" means the rate set forth in the standardized Conversion Rate Table approved by the City Council pursuant to this Section for use in estimating the volume or weight of materials identified in a Construction and Demolition Waste Reduction and Recycling Plan.

d) "Divert" means to use material for any purpose other than disposal in a landfill. Diversion credit is given for source reduction (waste reduction), recycling, and composting.

e) "Diversion Requirement" means the diversion of at least fifty (50) percent of the total Construction and Demolition Debris generated by a Project via reduction (source reduction), reuse or recycling, unless the Contractor has been granted an Infeasibility Exemption, in which case the Diversion Requirement shall be the maximum feasible diversion rate established by the Engineer.

f) "Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

g) "Renovation" means any change, addition, or modification in an existing structure.

h) "Reuse" means further or repeated use of Construction or Demolition Debris. An example is the reuse of crushed concrete as road base or as aggregate on the construction site.

i) "Salvage" means the controlled removal of Construction or Demolition Debris from project for the purpose of recycling, reuse, or storage for later recycling or reuse.

j) "Construction and Demolition Waste Management Plan" means a completed form, approved by the Engineer for the purpose of compliance with this Article, submitted by the Contractor/Contractor for any Covered or Noncovered Project that indicates the estimated diversion that the Contractor/Contractor anticipates in diverting from disposal.

k) "Construction and Demolition Waste Management Report" means a completed form, approved by the Engineer for the purpose of compliance with this Section, submitted by the Contractor for any Project that documents the disposal and diversion tonnages and destinations.

11-3 Infeasibility Exemption.

a. Application: If the Contractor experiences unique circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement, the Contractor shall apply for an exemption at the time that he or she submits the WMP. The Contractor shall indicate on the WMP the maximum rate of diversion the Contractor believes is feasible for each material and the specific circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement.

b. The Engineer shall review the information supplied by the Contractor and may meet with the Contractor to discuss possible ways of meeting the Diversion Requirement. Based on the information supplied by the Contractor, the Engineer shall determine whether it is possible for the Contractor to meet the Diversion Requirement.

c. If the Engineer determines that it is infeasible for the Contractor to meet the Diversion Requirement due to unique circumstances, the Engineer shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the Contractor. The Engineer shall return a copy of the WMP to the Contractor marked "Infeasibility Exemption Approved."

d. Denial of Exemption: If the Engineer determines that it is possible for the Contractor to meet the Diversion Requirement, the Engineer shall so inform the Contractor in writing. The Contractor will have 15 days to resubmit a new WMP. If the Contractor fails to resubmit a new WMP, or if the resubmitted WMP does not comply with the requirements of the plan, the Engineer shall deny the WMP.

11-4 Diversion Measurement.

The methodology used to calculate diversion is based on the Title 14, California Code of Regulations, Article 6.1 Solid Waste Generation Study, Section 18722 et seq, and is consistent with California Integrated Waste Management Board measurement protocols. The following equation defines the "Generation-Based Diversion Quantification Methodology":

$$\begin{aligned} \text{Generation} &= \text{Disposal} + \text{Diversion} \\ \text{Diversion Rate (\%)} &= \frac{\text{Diversion Tons}}{\text{Generation Tons}} \end{aligned}$$

11-5 Additional Information.

Other materials to assist the Contractor in completing the WMP can be found on the City of Manhattan Beach's website at www.citymb.info.

- Construction and Demolition Debris Recycling Guide
- Construction and Demolition Recycling Brochure

The California Integrated Waste Management Board has also developed Technical Assistance Literature regarding construction and demolition waste reduction and recycling, which is available on-line at <http://www.ciwmb.ca.gov/ConDemo/>.

CITY OF MANHATTAN BEACH
Construction & Demolition Waste Management Plan

Contractor shall list all materials that will be reused, recycled or disposed from project.

The required goal is to reuse or recycle at least 50% of project waste

Use **tons** to quantify total estimated waste and percentages of materials (see conversion table below). Ask your hauler, recycler or site cleanup vendor to assist you with this WMP.

A COPY OF THIS WMP AND RECEIPTS OF ALL RECYCLING AND DISPOSAL SHALL BE SUBMITTED BEFORE FINAL PAYMENT WILL BE MADE BY THE CITY.

Project Name: _____

Location: _____

Type of Project: ☐ Street Improvement ☐ Water Main ☐ Sewer Main
 ☐ Storm Drain ☐ Other

Total Bid Price: \$ _____

Requesting Infeasibility Exemption: ☐ Yes ☐ No

Contractor Name: _____ Contact Name: _____

Address: _____ Contact Phone: _____

Recycler: _____ Recycler Contact: _____

Recycler Address: _____ Recycler Contact Phone: _____

CITY USE ONLY	
Application (Date)	Final (Date)
Approved	_____
Further explanation needed (see attached)	_____
Denied	_____
Infeasibility Exemption Approved	_____
Reviewed By	_____

Submit this form and the attached Waste Management Plan Table to:

**Engineering Division
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266**

CITY OF MANHATTAN BEACH

Construction & Demolition Waste Management Plan Table

Project Name: _____

Total Estimated Waste Generated by Project: _____ (in tons).
(Ask your hauler, recycler or site cleanup vendor to assist you. Use receipts from your previous jobs for estimates)

Complete and return with Building Permit Application			Complete and return with receipts prior to final building approval		
Material Type	Estimated Reused/Recycled	Estimated Disposed/Landfilled	Actual Reused/Recycled	Actual Disposed/Landfilled	Vendor or Facility Used (Destination)
Asphalt & Concrete					
Bricks/Masonry/Tiles					
Building Materials (doors, windows, fixtures, etc.)					
Cardboard					
Concrete Pavement and Grindings					
Drywall (new, unpainted)					
Asphalt Pavement Grindings					
Landscape Debris (Plant & Tree Trimmings)					
Scrap Metal					
Unpainted Wood & Pallets					
Other (painted wood & drywall, roofing, etc.)					
Mixed C&D*					
Trash/Garbage					
TOTAL					

If you are requesting an infeasibility exemption and the estimated amount reused/recycled is less than 50%, please explain why (attach additional sheets if necessary):

If the actual amount reused/recycled is less than 50%, please explain why:

* Mixed C&D is defined as a mixture of three or more materials (e.g. wood, drywall, roofing, etc.) from construction or demolition sites that will be taken to a "qualified" facility for recycling (See C&D Debris Recycling Guide).

Prepared by (please print): _____ Date: _____

Contractor Signature: _____ Phone Number: _____

Conversion Rates

The following conversion rates are estimates. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.). Use the conversion factors and receipts from any previous projects to help you estimate the potential amount of materials and diversion. Take into consideration the type and load of vehicles that will be used to haul the materials. Ask your hauler or recycler to assist you in estimating these numbers.

Material	Lbs/cy	Tons/cy
Asphalt	1,400 lbs/cy	0.7 tons/cy
Brick	2,430 lbs/cy	1.21 tons/cy
Cardboard	100 lbs/cy	0.05 tons/cy
Concrete	2,600 lbs/cy (Sources range from 1,000 to 4,000)	1.3 tons/cy
Dirt/Soils	2,660 lbs/cy	1.33 tons/cy
Drywall	700 lbs/cy	0.35 tons/cy
Wood (chipped)	300 - 650 lbs/cy	0.15 - 0.3 tons/cy
Mixed C&D Debris	900 lbs/cy	0.45 tons/cy
Mixed Waste/Trash	100 - 350 lbs/cy	0.5 - 0.175 tons/cy

PART 2

CONSTRUCTION MATERIALS

Section 201 - Concrete, Mortar, and Related Materials

201-1 Portland Cement Concrete.

201-1.1 Requirements.

201-1.1.1 General.

The following paragraph shall be added following paragraph 3:

The Contractor shall furnish the Engineer with a copy of the mix design to be used and with a legible, certified weight-master's certificate for each load of P.C.C. delivered to the project. Portland cement concrete delivered to the project site having a water content and/or slump greater than that specified in the mix design shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class.

The following sentence shall be added to the third paragraph:

Unless otherwise noted, Portland Cement Concrete shall be of Concrete Class No. 565-C-3250P.

Section 207 - Pipe

207-9 Iron Pipe and Fittings.

207-9.1 General.

Delete and replace with the following:

Water mains and fittings shall be cement mortar lined, Class 50 ductile iron pipe rated at 350 psi and conforming to ANSI 21.51-1991 and AWWA C-151-91 Specifications. Pipe thickness shall be as required for laying condition No. 5 at 3.50 feet minimum depth of cover.

207-9.2.6 Polyethylene Encasement for External Corrosion Protection.

The following sentence shall be added to the first paragraph:

Ductile iron pipe shall be wrapped with 2 layers of polyethylene encasement, 8 mils thickness each.

Section 208 - Pipe Joint Types and Materials

Add the following at the end of Section 208:

208-7 Ductile Iron Pipe Joints.

208-7.1 Rubber "O" Ring Gasket Joints for Ductile Iron Pipe.

Unless otherwise shown on the plans, all pipe shall have rubber "O" ring push-on type joints. The rubber gasket joint used shall

be "Tyton Joint" as produced by U.S. Pipe and Foundry Company or approved equal.

Field cuts shall be thoroughly cleaned and tapered as recommended by the pipe manufacturer.

208-7.2 Flanged and Mechanical Joints.

Flanged and mechanical joints shall conform to the Standard Specifications. All valves and fittings shall be mechanical joint unless otherwise specified. Fire hydrant valves shall be flanged to the tee and mechanical to the hydrant connection.

Section 210 - Paint and Protective Coatings

210-1 Paint.

210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking.

210-1.6.1 General.

The following paragraph shall be added following paragraph 1:

Paint for traffic striping shall be rapid dry with reflective material dropped on (except for black striping) during application. Paint for crosswalks, limit lines, arrows, other pavement legends, and reflectorized curb markings shall be reflective pre-mixed rapid dry with additional reflective material dropped on during application.

Section 215 - Water System Valves and Appurtenances

Add the following as Section 215:

215-1 General.

215-1.1 Submittal Package. Before ordering or shipping materials, submit the following on all valves and appurtenances.

TABLE 215-1.1

Submittal	Description
Shop Drawings	Required for valves equal to or larger than 6-inches in diameter
Supporting Information	a) Catalog data (with items, options, sizes and pressure ratings to be furnished clearly highlighted or otherwise indicated on submittal.) b) Lining and coating data and thicknesses c) NSF 61 Certificate of Compliance for potable water applications d) California AB 1953 Certificate of Compliance for potable water applications e) Certificate of Compliance with referenced AWWA standards f) Certified test results - proof of design and hydrostatic tests in both directions g) Manufacturer's installation instructions

	h) Manufacturer's operation and maintenance instructions
Cavitation Calculations	a) Required for valves intended for throttling or pressure regulating service where normal pressure drop across valve exceeds 40 psi. b) If calculations indicate valves shown in Contract Documents are improperly sized or specified, or if internal cavitation trim is not specified but believed to be required, submit letter to Engineer requesting appropriate variance.

215-1.2 Products Conveying Potable Water. Products conveying potable water shall meet the following requirements:

- (a) Products shall bear the National Sanitation Foundation marking showing compliance with NSF 61.
- (b) Interior coatings of products shall be listed as complying with NSF 61.
- (c) Bronze or brass products shall bear National Sanitation Foundation marking showing compliance with NSF 372.
- (d) Products shall contain no more than 0.25% lead by average weight in compliance with Section 116875 of the California Health and Safety Code.
- (e) Water service-lateral and on-site piping products shall comply with the requirements of Chapter 6 of the California Plumbing Code, "Water Supply and Distribution".
- (f) Stainless steel products may be substituted for bronze or brass products to meet lead-free requirements provided dielectric protection is provided between stainless steel and bronze or copper alloys.

215-2 Flanged and Threaded Connections.

215-2.1 Threaded Ends. Threaded ends of pipe and appurtenances shall comply with ASME/ANSI B1.20.1 NPT National Pipe Thread Taper and ASME/ANSI B2.1.

215-2.2 Flanges. Flanges shall be cast iron, ductile iron, PVC, fiberglass, steel or stainless steel as shown, raised or plain-faced as shown. For working pressures in excess of 150 psi, use only ductile iron, steel, or stainless steel flanges and cast ferrous valve components.

215-2.3 Flange Drilling. For working pressures and materials shown on Plans, drilling patterns shall be as listed below:

TABLE 215-2.3

Working Pressure	Material	Required Drilling Pattern
0-150 psi	Cast Iron Flanges	ASME/ANSI B16.1 Class 125
	Ductile Iron Flanges	ASME/ANSI B16.42 Class 150
150-250 psi	Ductile Iron Flanges	ASME/ANSI B16.42 Class 150

215-2.4 Flange Drilling Alignment. Bolt holes of flanged valves shall straddle horizontal and vertical centerlines of pipe run.

215-2.5 Flange Bolts, Nuts and Washers.

215-2.5.1 Flange Bolts, Nuts and Washers for Buried Ferrous or Plastic Piping. Unless otherwise specified, flange bolts, nuts and washers for buried ferrous or plastic piping or ferrous or plastic piping in underground structures shall meet the following requirements:

TABLE 215-2.5.1

Item	Material	Specification
Bolts for Underground Ferrous Installations	SAE Type 316 Stainless Steel	ASTM A193 B8M T-316 Heavy hexagon series ANSI B1.1 Class 2A fit ¾-inch to ½-inch shall project through tightened nut Bolt-Head Identification Mark - "B8M"
Nuts for Underground Ferrous Installations	SAE Type 316 Stainless Steel	ASTM A194 8M T-316 Heavy hexagon series ANSI B1.1 Class 2B fit ¾-inch to ½-inch shall project through tightened nut Nickel-phosphate undercoating Blue Teflon or Xylan fluoropolymer coating
Washers	Same material as bolt.	Provide one washer for each nut.

215-2.5.2 Flange Bolts, Nuts and Washers for Above-Ground Ferrous or Plastic Piping. Unless otherwise specified, flange bolts, nuts and washers for above-ground ferrous or plastic piping shall meet the following requirements:

TABLE 215-2.5.2

Item	Material	Specification
Bolts for Above-Ground Ferrous Installations	Zinc-Plated Carbon Steel or	ASTM A307 Grade B Heavy hexagon series ANSI B1.1 Class 2A fit Class 3A fit may be used for holes tapped for studs. ¾-inch to ½-inch shall project through tightened nut. Threads may be either cut or cold-formed

		Threading per ANSI/ASME B18.2.1 Bolt-Head Identification Mark - "A307B"
	SAE Type 316 Stainless Steel	ASTM A193 B8M-316 Heavy hexagon series ANSI B1.1 Class 2A fit Class 3A fit may be used for holes tapped for studs. ¼-inch to ½ -inch shall project through tightened nut. Threads may be either cut or cold- formed Threading per ANSI/ASME B18.2.1 Bolt-Head Identification Mark - "B8M"
Nuts for Above- Ground Ferrous Installations	Zinc-Plated Carbon Steel or	ASTM A563 Heavy hexagon series ANSI B1.1 Class 2B fit Threading per ANSI/ASME B18.2.2
	SAE Type 316 Stainless Steel	ASTM A194 8M T-316 ASTM Heavy hexagon series ANSI B1.1 Class 2B fit Nickel-phosphate undercoating Blue Teflon or Xylan fluoropolymer coating Threading per ANSI/ASME B18.2.2
Washers	Same material as bolt.	Provide one washer for each nut.

215-2.6 Bonnet Bolts, Cover Bolts, and Cap Screws. Bonnet bolts, cover bolts, and cap screws shall use the same materials specified for flange bolts.

215-2.7 Flange Gaskets. Flange gaskets on metallic flanges shall comply with ANSI B16.21.

Thickness shall be ¼-inch minimum, except PTFE gaskets may be 1-16-inch thick.

Gaskets for working pressures up to 300 psi shall have working pressure rating of 350 psi at 180°F.

Gaskets shall be full-face type with pre-punched bolt holes where both flanges are flat-face. Ring flange gaskets extending to the inner edge of the bolt circle may be used where a raised-face flange is present.

Gasket material shall be asbestos-free and one of the following:

TABLE 215-2.7

Application	Allowable Flange Gasket Materials
Water in Normal Soils	1. Styrene butadiene rubber (SBR) with cloth insert 2. EPDM (ethylene propylene) 3. Neoprene polychloroprene (CR) 4. Nitrile (NBR) (acrylonitrile butadiene)

5. PTFE (Teflon) GoreTex (GR)
6. SBR-Fiber Non-Asbestos Composite

215-2.8 Dissimilar Metals. Dissimilar metals, when used in conjunction with each other shall have suitable insulation provided between adjoining surfaces to eliminate direct contact and resultant current.

215-2.8.1 Insulation of Threaded Connections. Provide threaded insulating bushings where dissimilar threaded piping materials come into contact.

215-2.8.2 Flange Insulating Kits. Provide flange insulating kit where flanges of dissimilar metals mate. Flange insulating kits shall be made of the following materials:

TABLE 215-2.8.2

Item	Material	Specification
Insulating Gaskets	Dielectric Phenolic	500 V/mil dielectric strength 25 ksi compressive strength
Gasket Seal Element	Nitrile	ASTM A194 8M T-316 Heavy hexagon series ANSI B1.1 Class 2B fit ¼-inch to ½-inch shall project through tightened nut Nickel-phosphate undercoating Blue Teflon or Xylan fluoropolymer coating
Insulating Sleeves	Mylar	4000 V/mil dielectric strength <0.8% water absorption
Insulating Washers for Bolts	Phenolic	500 V/mil dielectric strength 33 ksi compressive strength <1.6% water absorption
Steel Washers over Insulating Washers	Stainless Steel	SAE Type 316

215-2.8.3 Design Options. The following design options are required for flange insulating kits:

TABLE 215-2.8.3

Item	Option	Specification
Insulating Gaskets	Gaskets	Full faced with bolt holes
	Thickness	¼" minimum
	Drilling	Match adjacent flanges
Flange Isolation Kits	Type	Double-insulating (2 steel washers + 2 insulating washers + 1 full-length insulating sleeve per bolt)
Insulating Washers	Dimensions	¼" minimum thickness ID of washer shall fit over isolating sleeve
Steel Washers over Insulating Washers	Dimensions	¼" minimum thickness Steel and isolating washer shall have same ID and OD

215-3 Valve Actuators, Extensions, and Valve Boxes.

215-3.1 Direction of Operation. Valves and hydrants shall open by turning the nut, lever actuator, or handwheel counterclockwise.

215-3.2 Valve Operators for Submerged Valves. Buried valves and valves within manholes or pipe trenches shall have standard 2-inch AWWA actuator nuts. Shaft seals, valves, and actuator cover gaskets shall be watertight, totally enclosed, and designed for buried service.

215-3.2.1 Valve Extension Stems. Provide extension stems on valves where valve centerline is more than 4 feet below finish grade or water surface. Extension stem shall bring nut to within 6 inches below finished surface. Stem extensions shall be pinned to the valve operating nut.

Extension stem diameters shall be as follows:

TABLE 215-3.2.1

Valve Size	Minimum Extension Stem Diameter
3-inch, 4-inch	$\frac{7}{8}$ -inch
6-inch	1-inch
8-inch	$1\frac{1}{8}$ -inch
10-inch - 12-inch	$1\frac{1}{4}$ -inch
14-inch	$1\frac{3}{8}$ -inch
16-inch - 18-inch	1-inch
20-inch - 36-inch	$1\frac{3}{4}$ -inch
42-inch- 54-inch	2 inch

215-3.2.2 Valve Can and Cover for Buried Valves. Provide valve can and cover for all buried valve operators not in manholes. Unless otherwise specified, valve boxes shall be constructed of the following materials.

TABLE 215-3.2.2

Item	Material	Specification
Valve Boxes	Cast Iron	ASTM A126 Class B Two-piece
Valve Box Covers	Cast Iron	ASTM A126 Class B Solid skirt 20-lb minimum weight
Extension Pipes	Cast Iron	ASTM A126 Class B

Valve covers shall be manufactured by Brooks Products, Model 4-TT, having the word "WATER" in raised letters on top.

215-3.2.3 Valve Position Indicator for Buried Valves. Provide position indicator designed to fit standard $5\frac{1}{4}$ -inch valve box. Indicator shall show valve position and direction, and number of turns required to fully open or close valve.

215-3.3 Valve Operators for Above-ground Valves. Above-ground valves 6 inches and smaller shall have hand or lever actuators or handwheels with position indicators. Above-ground valves 8-inch diameter and larger shall have handwheels with position indicators.

215-3.3.1 Stem Position for Valve Operators for Above-Ground Valves. Unless otherwise shown or directed by Engineer, install valve stems in positions shown below

TABLE 215-3.3.1

Valve Location	Stem Position
Horizontal pipe runs with centerline elevations no higher than 4-foot 6-inches above floor	Install stems vertical
Horizontal pipe runs with centerline elevations higher than 4-foot 6-inches but less than 6-foot 9-inches above floor	Install stems horizontal
Manually Operated Valves 6'-9" or More above Floor or Finish Surface	Provide chain-wheel and guide actuators with position indicator.
Vertical pipe runs next to walls	Install stems horizontal and facing away from wall

215-3.4 Gear Actuators. Gear actuators shall be enclosed and grease-lubricated, with seals on shafts to prevent entry of dirt and water into actuator. Buried service gears shall be 90% minimum grease packed. Provide stop limiting devices in actuators in open and closed positions. Where possible, actuators shall be self-locking to prevent disc or plug from creeping. Actuator gearing shall be as follows:

TABLE 215-3.4

Application	Gearing
Actuators on Manual Butterfly and Ball Valves 4-inches through 30-inches	Enclosed worm and gear or enclosed traveling- nut-type gear actuators with position indicator
Actuators on Manual Butterfly and Ball valves 36-inches and Larger	Enclosed worm and gear type gear actuators with position indicator.
Actuators on All Motorized Butterfly and Ball valves	Enclosed worm and gear type gear actuators with position indicator.

215-3.5 Floor Stands and Extension Stems. Floor stands shall be cast- or ductile-iron base non-rising stem indicating type with SAE type 316 stainless steel extension stems, couplings and stem guide brackets spaced such that L/R does not exceed 150. Anchor bolts shall be SAE type 316 stainless steel.

215-3.6 Chain-wheels and Guides. Chain-wheels and guides shall be galvanized or zinc-plated, or aluminum, extending to within 4 feet of the operating floor elevation. Chains shall be galvanized steel, SAE type 316 stainless steel, or zinc-plated steel. Anchor bolts shall be SAE type 316 stainless steel.

215.3.7 Valve Operator Torque. Where operating torque requirements for valve operators are not stipulated by AWWA standards, valves shall open with a maximum pull of 80 pounds on the hand-wheel, lever, chain-wheel or crank and a maximum torque input of 150 ft-lbs when

differential pressure across valve is equal to rated pressure class of valve. Actuator components shall be designed to withstand, without damage, a pull of 200 pounds on the hand-wheel, lever, chain-wheel or crank and a maximum torque input of 300 foot-pounds when operating against stops.

Actuators shall be sized to produce torque no less than 1.25 times the valve torque required to operate the valve at full rated pressure and a velocity of 16 feet per second.

215-3.8 Minimum Turns to Open Valves. For gate valves, the minimum number of turns to open shall be as shown in AWWA C515 Table 7. For other valves with traveling nut or worm gear operators, the minimum number of turns to open the valve shall be 1.5 times the valve diameter in inches, but no fewer than 30 turns.

215-4 Valves.

215-4.1 General. All valves shall be new, manufactured in the United States, and shall be designed to withstand a minimum water working pressure of 150 psi.

Flanged faces shall be coated with heavy oil or light grease for protection during shipment and handling.

215-4.2 Resilient Wedge Gate Valves. Gate valves shall be reduced-wall resilient-wedge type, designed for 200 psi working pressure, complying with AWWA C515. Gate valves shall be Clow Valve, or approved equal.

215-4.2.1 Materials. Gate valves shall be constructed of the following materials:

TABLE 215-4.2.1

Item	Material	Specification
Body	Ductile Iron	ASTM A536 Grade 65-45-12
Stem and Stem Nut	Low-Zinc Bronze	Maximum 7% zinc, 2% aluminum Minimum tensile strength = 70,000 psi Minimum yield strength = 40,000 psi Elongation >15 percent in 2-inches Visibly mark stem to show compliance with above.
Wedge - Potable Water Applications	Ductile Iron with Vulcanized Rubber Coating	Fully Encapsulated
O-Rings	Synthetic Rubber	ASTM D2000

215-4.2.2 Design Options. The following design options are required for resilient-wedge gate valves:

TABLE 215-4.2.2

Item	Option	Specification
Resilient Wedge Gate Valves	Stem Seal	Double O-Ring Type
	Stem	Non Rising Stem unless otherwise shown
	Actuator	2-inch AWWA stem nut required on buried operators
	Handwheel	Required on above-ground valves or valves in vaults unless otherwise shown
	Resilient Wedge	Fully Encapsulated
	Markings	Manufacturer's name or logo, size of valve, year of manufacture, and working pressure shall be cast in valve bonnet or body. Body shall have arrow cast in metal to show direction of opening.

215-4.2.3 Tapping Valves. Tapping valves shall be resilient wedge valves as described above with a tapping valve flanged end. Tapping valves shall be sized to accept tapping machine shell cutters used in field.

215-4.2.4 Tapping Sleeves. Tapping sleeves shall be either ductile iron, steel, or stainless steel. Gasketing shall provide a full circumferential seal on both sides of the tap capable of withstanding specified test pressures or a positive-seal gasket capable of withstanding specified test pressures. Flanges shall match adjacent valves.

Size-on-size stainless-steel-type tapping sleeves will not be permitted.

Tapping sleeves may be used for working pressures up to 150 psi. At higher pressures, tapping sleeves may only be used if express written approval is obtained from the appropriate utility.

215-4.3 Butterfly Valves. Butterfly valves shall be short-body-type, complying with AWWA C504. Butterfly valves shall be Henry Pratt Company, or approved equal.

215-4.3.1 Materials. Butterfly valves shall be constructed of the following materials:

TABLE 215-4.3.1

Item	Material	Specification
Body	Ductile Iron	ASTM A536 Grade 65-45-12
Valve Shaft	SAE Type 304 or SAE Type 316 Stainless Steel	ASTM A276
Disc	Cast Iron or	ASTM A48, Class 40 or ASTM A136 Class B

	Ductile Iron	ASTM A536 Grade 65-45-12 or 70-50-05
Valve Disc Edge	SAE Type 316 Stainless Steel	ASTM A276
Valve Seat	EPDM Rubber	ASTM D412 Peroxide-cured
Exposed Body Cap Screws, Bolts, and Nuts including Squeeze Pins	SAE Type 316 Stainless Steel	ASTM A276 with anti-seize lubricant or blue fluoropolymer coating

215-4.3.2 Design Options. The following design options are required for butterfly valves:

TABLE 215-4.3.2

Item	Option	Specification
Stem and Stem Nut	Non Rising Stem	
Seat Mounting	Secure Resilient Seat to Valve Body	
Valve Shaft Sealing	Self-Adjusting and Wear Compensating	Do not use manually adjustable packing glands on buried valves.

215-4.4 Ball Valves. Ball valves shall comply with AWWA C507. Ball valves shall be Henry Pratt Company, or approved equal.

215-4.4.1 Materials. Ball valves shall be constructed of the following materials:

TABLE 215-4.4.1

Item	Material	Specification
Body	Ductile Iron	ASTM A536 Grade 65-45-12
Valve Ball	Ductile Iron	ASTM A536 Grade 65-45-12
Valve Shaft	SAE Type 304 or SAE Type 316 Stainless Steel	ASTM A276
Valve Seat	EPDM Rubber	Mount to body ASTM D429 Peroxide cured

215-4.5 Air Release, Air/Vacuum, and Combination Air Valves. Air Release, Air/Vacuum, and Combination Air Valves shall comply with AWWA C512, except where listed acceptable manufacturers include patented air release, air vacuum and combination air valves similar in function but not design to AWWA C512, said products shall be capable of passing all tests described in AWWA C512 Section 5. Air Release, Air/Vacuum, and Combination Air Valves shall be APCO Willamette Valve and Primer Corp, or approved equal.

215-4.5.1 Materials. Air release, air/vacuum, and combination air valves shall be constructed of the following materials:

TABLE 215-4.5.1

Item	Material	Specification
Body and Cover	Cast Iron	ASTM A126 Grade B
Body and Cover for Pressures over 250 psi	Ductile Iron	ASTM A536 Grade 65-45-12
Float, Linkage and Internal Parts	SAE Type 316 Stainless Steel	ASTM A240
Seats	Buna N or Viton for Potable Water	

215-4.6 Pressure Reducing Valves. Pressure reducing valves shall have integral by-pass check valve and strainer and comply with ASSE Listed 1003, CSA Certified, and NSF Listed - Standard 61, Annex G. Pressure reducing valves shall be Wilkins Model 600XL-C, or approved equal.

215-4.6.1 Materials. Pressure reducing valves shall be constructed of the following materials:

TABLE 215-4.6.1

Item	Material	Specification
Main Valve Body	Cast Bronze	ASTM B584
Access Cover	Cast Bronze	ASTM B584 Low Lead Brass
Fasteners	Stainless Steel	
Stem & Plunger	Cast Bronze	ASTM B584 Low Lead Brass
Elastomers	Buna Nitrile or EPDM	PDA Approved
Cap Gaskets	Natural Vulcanized Fibre Acetal (Delrin)	NSF Listed
Strainer Screen	Stainless Steel	

215-5 Hydrants.

215-5.1 Fire Hydrants. With the exception of service areas subject to freezing, fire hydrants shall be "California" wet-barrel-type, UL-listed and FM-approved, complying with AWWA C503.

Color scheme shall comply with standards of applicable water agency. If no such standards exist, hydrants shall be painted per Table 215-8.2.

Outlet threads shall comply with AWWA C503 Appendix A.

Fire hydrants shall be CLOW 2060, or approved equal, and as indicated on the plans. The assembly shall include bury, valves, and all appurtenances shown on the Standard Plans including water main tee with thrust block.

215-5.1.1 Materials. Fire hydrants shall be constructed of the following materials:

TABLE 215-5.1.1

Item	Material	Specification
Body	Bronze	AWWA C503 and NSF 372 Lead-Free
Outlet Nozzles	Bronze	AWWA C503 and NSF 372 Lead-Free
Outlet Nozzle Caps	Plastic	Yellow hose caps of "Cyclac" plastic, or approved equal with chains
Exposed Body Cap Screws, Bolts, and Nuts including Squeeze Pins	SAE Type 316 Stainless Steel	ASTM A276 with anti-seize lubricant or blue fluoropolymer coating
Flanges	Cast Iron or Ductile Iron	Raised or Plain-faced

215-5.1.2 Design Options. The following design options are required for hydrants:

TABLE 215-5.1.2

Item	Option	Specification
Design	"California" or Wet-Barrel Type	AWWA C503
Body	6-inch inlet	AWWA C503 \$4.6
Hydrant Bury	Same Diameter as Hydrant	AWWA C503 \$4.6
Outlets	One 4-inch Pumper Outlet plus Two 2½-inch Hose Outlet	AWWA C503
Outlet Nozzle Cap Chain and Cap Gasket	Required	AWWA C503 \$4.6.10
Threads	Conform to National Standard for Fire Hose Connections	ANSI B26 and NFPA Standard 1963
Hydrant Flange	6-inch Flange with Standard 8-hole drilling	AWWA C503 \$4.6
Hydrant Bolts	Hollow Metal Bolts at Junction of Hydrant and Hydrant Spool	ASTM A307 Grade A Heavy hexagon series ANSI B1.1 Class 2A fit ¾-inch bolt with 11/32" hole drilled 2¾" deep into shank and 100% silicon-filled to prevent internal corrosion ¼-inch to ½-inch shall project through tightened nut. Threading per ANSI/ASME B18.2.1 Bolt-Head Identification Mark - "A 307 A"

215-6 Couplings.

215-6.1 Bolted Sleeve Type Couplings. Bolted sleeve type couplings shall comply with AWWA C219. Bolted sleeve type couplings shall be Smith-Blair, Inc., or approved equal.

215-6.1.1 Materials. Bolted sleeve type couplings shall be constructed of the following materials:

TABLE 215-6.1.1

Item	Material	Specification
Sleeve	Steel	ASTM A283 Grade C or carbon steel with 30-ksi minimum yield
	Ductile Iron	ASTM A536 Grade 65-45-12
Gasket		AWWA C111
Polyethylene Encasement for Buried Couplings and Appurtenances	Polyethylene Sheet	AWWA C105 2 layers, 8 mils each

215-6.2 Flanged Coupling Adapters. Flanged coupling adaptors shall comply with AWWA C219. Flanged coupling adaptors shall be Smith-Blair, Inc., or approved equal.

215-6.2.1 Materials. Flanged coupling adaptors shall be constructed of the following materials:

TABLE 215-6.2.1

Item	Material	Specification
Body	Ductile Iron or Steel to Match Adjacent Pipe	AWWA C219
Gasket		AWWA C111
Polyethylene Encasement for Buried Couplings and Appurtenances	Polyethylene Sheet	AWWA C105 2 layers, 8 mils each

215-6.3 Grooved and Shouldered Couplings and Joints. Grooved and shouldered couplings and joints shall comply with AWWA C606. Grooved and shouldered couplings shall be Victaulic Company of America, or approved equal.

215-6.3.1 Materials. Grooved and shouldered couplings shall be constructed of the following materials:

TABLE 215-6.3.1

Item	Material	Specification
Body	Ductile Iron or Steel to Match Adjacent Pipe	AWWA C606
Polyethylene Encasement for Buried Couplings and Appurtenances	Polyethylene Sheet	AWWA C105 2 layers, 8 mils each

215-6.3.2 Design Options. The following design options are required for grooved and shouldered couplings:

TABLE 215-6.3.2

Item	Option	Specification
Grooved Couplings - Mating Ductile Iron Pipe 4-inch through 24 inches diameter	Radius Grooving	Minimum wall thickness of grooved DIP shall be Class 53 Groove dimensions per AWWA C606 Table 2 for flexible joints
Grooved Couplings - Mating Steel Pipe 4-inch through 24 inches diameter	Roll Grooving	Minimum wall thickness of grooved steel pipe shall be as shown in AWWA C606 Table 5 Groove dimensions per AWWA C606 Table 5
Grooved and Shouldered Couplings - Mating Steel Pipe 4-inch through 64 inches diameter	Shouldered	AWWA C606 Type C or D Dimensions per AWWA C606 Table 6

215-7 Service Laterals, Meters, and Meter Boxes.

215-7.1 Copper Tubing. Copper tubing shall be seamless copper water tubing meeting the requirements of ASTM B88 Federal Specification WW-T-799a, Type K. Temper shall be annealed. Size and form of furnished pipe shall be as follows:

TABLE 215-7.1

Size	Form	Length	Temper
1-inch	Coils Minimum 24-inch ID	60-100 feet coils,	O60 annealed
2-inch	Flexible or rigid straight lengths	20 feet (rigid)	O50 annealed

All fittings shall be brass compression type. All copper piping shall be free from bends and twists prior to backfilling. Any bent or twisted copper piping shall be replaced immediately.

Copper connector shall be Mueller H-15405, or approved equal (unions).

215-7.2 HDPE Tubing. HDPE tubing shall meet the requirements of AWWA C901 for coiled or straight pipe.

Pressure class shall be either pressure class 160 or the pressure class shown the Plans for the adjacent pipe, whichever is greater.

Compression coupling nut for connection to polyethylene plastic tubing shall conform to AWWA C901.

215-7.3 Corporation Stops, Angle Meters Valves, Service Saddles, and Other Service Materials. Corporation stops, angle meter valves, service saddles, and other service materials shall be Mueller, Rich, or approved equal. The Engineer shall have the authority to approve the use of any material and reject those not deemed to be in conformance with the appropriate AWWA standards or the intended use. Service materials shall comply with AWWA C800 and Standard Plans.

Corporation stops shall be ground key or ball type, shall be made of bronze conforming to ASTM B61 or B62, and shall be suitable for the system working pressure. Ends shall be appropriate for connection to the service piping. Threaded ends for inlet and outlet of corporation stops shall conform to AWWA C800. Corporation stops shall be Mueller H-15000 (1-inch) or H-15010 (> 1-inch) with (cc) thread, or approved equal.

If the Contractor chooses to pressure test the water main after installation of corporation stops, the corporation stops shall be rated for the testing pressure.

Angle meter stops shall be Mueller H-14255 (1-inch) or H-14276 (> 1-inch), or approved equal.

215-7.4 Meters. Meters shall be provided by the City of Manhattan Beach and shall be per Standard Plans. It is anticipated that existing meters will be protected and reused. At locations where new 1-inch pressure reducing valves are to be installed, the existing meters shall be removed and reinstalled inside a new meter box provided by the City of Manhattan Beach. At locations where new 2-inch pressure reducing valves are to be installed, the existing meter and meter box will be protected in place and the new pressure reducing valve installed in a new meter box supplied by the City.

215-7.5 Meter Boxes. Meter boxes shall be manufactured by Brooks Products. It is anticipated that existing meter boxes will be protected and reused. New meter boxes will be provided by the City of Manhattan Beach to replace damaged meter boxes and at locations where new 1-inch pressure reducing valves are to be installed.

- | | | |
|-----|---|---------------------|
| (a) | ¾" service connection | Model No. 36-R |
| (b) | 1" service connection | Model No. 37-S |
| (c) | 1" service connection w/
pressure reducing valve | Model No. 65-S |
| (d) | 1-1/2" service connection | Model No. 38-S |
| (e) | 2" service connection | Model No. 65-S |
| (f) | 2" service connection w/
pressure reducing valve | Model No. 37-S (x2) |

215-8 Painting, Lining, and Coating.

215-8.1 Lining and Coating of Ferrous Valve, Hydrant, Valve Operator, Meter, Coupling, and Spool Surfaces. All ferrous exposed non-lubricated parts of valves, hydrants, valve operators, meters,

couplings, spools, and fittings shall be epoxy-coated, as shown below, with the exception of stainless steel surfaces and bituminous or cement-mortar-lined or coated pipe or fitting surfaces. Non-stainless ferrous interior surfaces of all valves, hydrants, operators, meters, couplings, spools, and fittings 3-inch nominal diameter and larger shall be lined with a suitable epoxy meeting the requirements of AWWA C550. Linings for surfaces contacting potable water shall be NSF 61-listed.

TABLE 215-8.1

Item	Material	Specification
Interior Lining	Fusion-Bonded Epoxy or High-Solids Two-Part Epoxy	AWWA C550 12-mil nominal thickness Do not coat seating areas or bronze or stainless steel parts.
Exterior Finish Coat	Fusion-Bonded Epoxy or Epoxy Urethane	AWWA C550 12-mil nominal thickness Do not coat bronze or stainless steel parts.
Lubrication for Above-ground or Vault-enclosed Steel Bolt Threads	Oil and Graphite, Blue Fluoropolymer Coating or Accepted Valve Manufacturer's Anti-seize Coating	
Coating for Buried Nuts and Bolts	Commercially Available Coating Expressly Manufactured for Buried Applications	2 coats minimum 15 mils per coat
Polyethylene Encasement on Buried Valves	Polyethylene	AWWA C105 2 layers of 8-mil wrap

215-8.2 Color Schemes. Color of valves, polyethylene encasement, and appurtenances shall be as follows:

TABLE 215-8.2

Item	Color	Items Included
Domestic Water	Blue	Valves, polyethylene encasement, appurtenances, and above-ground or vault-enclosed piping
	Chrome Yellow with Tops and Nozzle Caps colored per AWWA C503 Appendix B	Fire Hydrants
Fire Water Systems	Red	Valves, polyethylene encasement, appurtenances, and above-ground or vault-enclosed piping

PART 3

CONSTRUCTION METHODS

Section 300 - Earthwork

300-1 Clearing and Grubbing.

300-1.3 Removal and Disposal of Materials.

300-1.3.2 Requirements.

300-1.3.2(b) Concrete Pavement.

Add the following at the end of the paragraph:

Removed concrete shall be taken by the Contractor to a concrete recycling/crushing facility approved to accept the material. The Contractor shall submit weight tickets from the facility to the Engineer. All costs relative to concrete recycling shall be included in the Bid for the items of work necessitating such removals.

300-1.3.2(c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways, and Alley Intersections.

Add the following at the end of the paragraph:

Removed concrete shall be taken by the Contractor to a concrete recycling/crushing facility approved to accept the material. The Contractor shall submit weight tickets from the facility to the Engineer. All costs relative to concrete recycling shall be included in the Bid for the items of work necessitating such removals.

Section 303 - Concrete and Masonry Construction

303-5 Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps and Driveways.

303-5.1 Requirements.

303-5.1.1 General.

The second paragraph shall be deleted and replaced with the following paragraphs:

The thickness of sidewalks, gutters, cross gutters, alley intersections, access ramps, and driveway aprons shall be as shown on the plans.

Areas of miscellaneous concrete adjacent to or behind sidewalks and driveways shall be considered as a walk for the purpose of these Specifications.

No concrete shall be ordered and/or poured until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pullboxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the concrete: i.e., curbs, walks, gutters, etc.

303-5.6 Curing.

The first paragraph shall be deleted and replaced with the following:

Immediately after finishing operations are completed, Type 2 concrete curing compound shall be applied at a rate of one gallon per 150 square feet.

303-5.10 Removal and Disposition of Material.

The following subsection shall be added:

All removed materials shall become the property of the Contractors and shall be legally disposed of by the Contractor away from the site of work. Note: There are no authorized facilities within the City of Manhattan Beach.

303.5.11 Recycling of Concrete Removals.

The following subsection shall be added:

Removed concrete shall be taken by the Contractor to a concrete recycling/crushing facility approved to accept the material. The Contractor shall submit weight tickets from the facility to the Engineer. All costs relative to concrete recycling shall be included in the Bid for the items of work necessitating such removals.

Section 306 - Underground Conduit Construction

306-1 Open Trench Operations.

306-1.1 Trench Excavation.

306-1.1.1 General.

The third paragraph shall be deleted and replaced with the following:

Excavation shall include the removal of all excess excavated materials and all water and materials of any nature which interfere with the construction work.

The following paragraph shall be added at the end of the subsection:

When the actual elevation or position of any existing pipe, conduit, or other underground appurtenances cannot be determined without excavation, the contractor shall excavate and expose the existing improvement at the location shown on the plans and any other locations deemed necessary by the Engineer. Such excavation shall be considered as part of the excavation necessary for the work. The Engineer shall be given the opportunity to inspect the existing improvement when it is

exposed. Any adjustments in line or grade which may be necessary to accomplish the intent of the plans shall be made.

306-1.1.2 Maximum Length of Open Trench.

The first sentence of the first paragraph shall be deleted and replaced with the following:

Except by permission of the Engineer, the maximum length of open trench, where prefabricated pipe is used, shall be the distance necessary to accommodate the amount of pipe installed in a single day. At the end of each working day there shall be a maximum of 50 feet of open trench.

306-1.1.3 Maximum and Minimum Width of Trench.

The last two paragraphs shall be deleted with no replacement.

306-1.1.7 Temporary Fencing.

The following subsection shall be added:

All open excavations shall be completely enclosed by protective fencing of a minimum of 6-foot high chain link fabric.

All costs incurred for furnishing, installing, and removing temporary fencing, including repair work, shall be considered as included in the various related items of work.

306-1.2 Installation of Pipe.

306-1.2.1 Bedding.

Paragraph four shall be deleted and replaced with the following three paragraphs:

Bedding shall conform to City Standard Plans.

All previous bedding materials shall have a sand equivalent of not less than 30.

The case of bedding to be used shall be as shown on the plans.

The last two paragraphs of the subsection shall be deleted and the following paragraphs added:

The trench bottom shall be graded to provide a smooth, straight, firm, and stable foundation at every point throughout the length of the pipe. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the bell or coupling from all load and to insure continuous bearing along the pipe barrel. The recess shall also be large enough to prevent foreign material from entering the pipe.

If any trench, through the neglect of the Contractor, is to be excavated below the grade required by the plans and these Special Provisions, it shall be refilled to grade with additional bedding. The

excess excavation and the additional bedding shall be at the Contractor's expense.

Additional bedding shall be crushed aggregate base or processed miscellaneous base in accordance with Section 200-2 of the Standard Specifications and these Special Provisions.

Except as specified otherwise, trench bedding shall be densified in accordance with the relative compaction requirements of City Standard Plans.

306-1.2.14 Temporary Shutdowns.

The following subsection shall be added:

Existing water mains that must be temporarily taken out of service to accommodate tie-ins with new lines will be shut down and put back in service by the City of Manhattan Beach Utilities Division at no cost to the Contractor. Shutdowns of existing mains on Mondays and Fridays is not desirable, and the Contractor shall coordinate his operations to avoid shutdowns on these days. However, if such shutdowns become unavoidable, an advance notice of 72 hours is required. In any event, the Contractor shall notify the Utilities Superintendent about the shutdown at least 72 hours in advance so that he can provide the Contractor with the areas that will be affected. Once the Contractor receives this information, he shall then notify the affected users at least 48 hours in advance in preparation for placing the main temporarily out of service. This service to the Contractor by the Utilities Division shall in no way relieve the Contractor of his responsibility for pressure testing, sterilization, and other related work.

Connections shall be accomplished as quickly as possible so as to cause affected users a minimum of inconvenience when mains must be temporarily out of service. The Contractor shall not cause any user to be without water service for more than four (4) hours, and at no time without the prior approval of the Engineer.

It may be desired that shutdowns be performed at night to lessen impacts to commercial customers. At no additional expense, the Contractor shall coordinate his operations to perform shutdowns at night if so directed by the City. Said direction may be provided by the City to the Contractor after the start of construction.

306-1.2.15 Installation of Polyethylene Wrap on Iron Pipe and Fittings.

The following subsection shall be added:

Provide polyethylene wrap on ductile iron and cast iron pipe and fittings in accordance with AWWA C105, paying particular attention to do the following:

(a) Wrap film snugly around all exterior ferrous surfaces and 8 inches beyond bells, overlapping at least 2 inches at each seam.

(b) Completely encase pipe and prevent contact between pipe and surrounding soil. Prevent soil or bedding material from becoming trapped between pipe and polyethylene.

(c) Do not install polyethylene film wrap on pipe sections or fittings to be concrete encased, installed within casing or installed through concrete slope anchors.

(d) Secure polyethylene wrap in place using 2-inch wide plastic tape.

(e) At least 3 circumferential turns of plastic tape shall seal film wrap ends over pipe and above valve bonnets.

(f) Place circumferential wraps of tape at 2-foot intervals along pipe barrel to minimize space between polyethylene wrap and pipe.

(g) Repair cuts, tears, punctures or damage to polyethylene with adhesive tape or with short length of polyethylene tube cut open, wrapped around pipe and secured in place.

In addition to wrapping ductile iron pipe with polyethylene, wrap service lines of dissimilar metals and the attendant corporation stop with polyethylene or a suitable dielectric tape for a minimum clear distance of 3 feet from the main.

Payment for polyethylene wrap shall be absorbed in the price bid for the various items of work and no separate payment will be made therefor.

306-1.2.16 Service Connections.

The following subsection shall be added:

Included in the service connection work is the removal of various sizes of services from existing water mains and connection to the new water main. Work shall include identifying service locations, tapping the new main, furnishing and installing new corporation stop, copper pipe and fittings to join the existing service to the new corporation stop, and copper pipe and fittings to join the existing service to the new main for a complete installation. All appurtenant removals, excavation, and restoration of surfaces shall also be included. The complete service line from the new main to the water meter shall be renewed. All existing services to one and one-half inch (1-1/2") meters shall be replaced with two inch (2") copper tubing with a reduction fitting at the meter. The minimum size service connection shall be one inch (1") to replace existing three quarters (3/4) or five-eighths (5/8) inch meters. Depth of cover for each service connection shall be 24" minimum.

At locations specified to have 1-inch pressure reducing valves, the existing meter and meter box will be removed. A new meter box will be provided by the City and installed by the Contractor. The existing meter will be reinstalled inside the new meter box and a new pressure reducing valve, provided by the Contractor, will be installed downstream of the meter.

306-1.2.17 Thrust Blocks.

The following subsection shall be added:

Where pipe is not restrained, provide thrust blocks as follows:

(a) Place concrete thrust blocks in accordance with Section 303 as shown, using Portland cement concrete as specified in Table 201-1.1.2(A).

(b) Place concrete blocks between undisturbed ground and fittings to be anchored.

(c) Quantity of concrete and bearing area of pipe against undisturbed soil shall be based on a soil bearing capacity of 1,500 pounds per square foot, a design pressure of 150 pounds per square inch, a safety factor of 1.5, as shown on the Standard Plans, and as listed below:

TABLE 306-1.2.17

Pipe Size	Horizontal Bend							
	22-1/2 Degree Bend		45 Degree Bend		90 Degree Bend		Tees, Valves, and Dead Ends	
	Thrust (lbs)	Area (sf)	Thrust (lbs)	Area (sf)	Thrust (lbs)	Area (sf)	Thrust (lbs)	Area (sf)
4"	1,060	1.5	2,078	2.1	3,840	3.8	2,715	2.7
6"	2,189	2.2	4,293	4.3	7,932	7.9	5,610	5.6
8"	3,765	3.8	7,385	7.4	13,646	13.7	9,650	9.7
10"	5,664	5.7	11,110	11.1	20,528	20.6	14,516	14.6
12"	8,010	8.0	15,711	15.7	29,030	29.0	20,528	20.6

Pipe Size	Vertical Bend			
	22-1/2 Degree Bend		45 Degree Bend	
	Thrust (lbs)	Volume (cy)	Thrust (lbs)	Volume (cy)
4"	1,060	0.4	2,078	0.7
6"	2,189	0.7	4,293	1.4
8"	3,765	1.3	7,385	2.4
10"	5,664	1.8	11,110	3.6
12"	8,010	2.6	15,711	5.2

(d) Place concrete, unless specifically shown otherwise, so pipe joints and fittings remain accessible to repairs.

Payment for constructing thrust blocks shall be absorbed in the price bid for the various items of work and no separate payment will be made therefor.

306-1.2.18 Sanitary Sewer Protection.

The following subsection shall be added:

(a) General Requirements. Sanitary sewer protection by concrete encasement shall be performed in locations as shown on the plans, or as designed by the Engineer pursuant to the criteria hereinafter specified.

(b) Construction Details. The minimum vertical clearance between any sanitary sewer and water line shall be six inches (6") unless otherwise approved by the Engineer. The following conditions apply at each location where the water main crosses an existing sanitary sewer with a clearance of less than three feet (3').

Water Main Crossing Below Sewer Main - The sewer main shall be protected ten feet (10') in both directions from the water main.

Water Main Crossing Above Sewer Main - The existing sewer main shall be protected four feet (4') in both directions from the water main.

Water Main Crossing Below Sewer House Lateral - The existing sewer house lateral shall be protected four feet (4') in both directions from the water main.

Water Main Crossing Above Sewer House Lateral - The existing sewer house lateral will require no special protection for this case.

The Contractor shall extend sanitary sewer protection to the limits previously specified, performing all additional removal, excavation, backfill, compaction, and surface restoration required to install the sewer protection, complete and in place.

(c) Concrete Encasement. The existing sewer pipe shall be encased with concrete having a minimum thickness of six inches (6"). The concrete shall be poured on undisturbed soil and shall be checked by Engineer before pouring. Concrete shall be 560-B-3250.

Payment for sewer encasement will be made at the unit cost per lineal foot installed, complete and in place.

306-1.3 Backfill and Densification.

306-1.3.1 General.

The eighth paragraph shall be deleted with no replacement.

306-1.3.4 Compaction Requirements.

Delete this subsection and replace with the following:

All trench backfill shall be densified to a minimum of 90% relative compaction except where a 95% relative compaction is called for in the plans or as required by subsection 301-1.3.

306-1.4.7 Flushing and Sterilization.

The following subsection shall be added:

Sterilization and flushing shall be performed in accordance with AWWA C601-68. Each new line, valve, connection, portion of a system, or portion of new line shall be flushed and sterilized before being put into service. The Contractor shall first flush the entire line at a velocity not less than 5 fps for a duration to be determined in the field by the Engineer.

After flushing, the entire line shall be chlorinated using liquid chlorine, or a calcium hypochlorite or sodium hypochlorite solution, mixed with water and introduced into the mains to produce a dosage of not less than 50 mg/l nor more than 100 mg/l in all sections of pipeline and appurtenances. Treated water shall be retained within system for at least 24-hours and shall, at the end of the retention period, produce a chlorine residual of not less than 25 mg/l in all sections being disinfected. During disinfection process, all valves, hydrants, and other accessories shall be operated. Care shall be taken that the chlorinated water does not enter any portion of the system which is in use.

The Contractor shall furnish and install sufficient temporary pipe, valves, and fittings to divert the flow of flushing water away from the open trench and to points of safe and legal discharge.

Following chlorination, all treated water shall be thoroughly flushed from the lines until the replacement water shall, upon test, both chemically and bacteriologically, be proven equal to the water quality at the point of supply.

Chlorination shall be repeated, as necessary, by the Contractor if the replacement water does not prove equal to the water quality at the point of supply.

Contractor shall dechlorinate and remove pollutants from water flushed from water mains in accordance with AWWA C655 and the NPDES Permit applicable for the Water Quality Region in which the discharge occurs.

Flushing water may be discharged to the sanitary sewer system as alternative to discharging to a storm drain, provided the Contractor obtains written permission from the City of Manhattan Beach and/or Owner of the sewer system. Contractor shall schedule discharges to sewers during off-peak periods as recommended by the City.

On two consecutive days, the Contractor shall take bacteriological samples and submit them to a laboratory designated by the Engineer by a messenger not affiliated with the Contractor. All results shall be certified and forwarded to the Engineer, as well as the Contractor.

Passing bacteriological tests on two consecutive days shall be achieved prior to placing the pipeline into service. If initial chlorination fails to produce two consecutive days of passing bacteriological tests, chlorination shall be repeated at the Contractor's expense until two consecutive days of passing bacteriological tests are achieved. Samples of water for specified bacteriologic test shall be taken from each end of the disinfected main (located downstream of point of introduction of chlorine disinfectant). For mains over 2,400-feet in length, additional samples shall be taken at intermediate points in such manner that at least one sample is taken for every 1,200-feet of main.

Water will be furnished by the City of Manhattan Beach at locations to be determined by the Engineer. The cost of flushing and sterilization shall be absorbed in the price bid for the various items

of work and no separate payment will be made therefor.

306-1.4.8 Field Testing of Valves and Appurtenances.

The following subsection shall be added:

Valves and appurtenances shall be pressure tested at the same time connecting pipelines are pressure tested. Field testing shall include the following:

TABLE 306-1.4.8

Item	Test for	Test Standard
Valves and Appurtenances	Installation and Leakage	Visual Inspection for drip-tight service under pressure for all joints and for all valves in closed position.
	Anchorage and Support of Exposed Pipe	Visual inspection of finished installation. support per UPC Table 3-1 and 3-2
	Pressure Test	See 306-1.4.5
	Bacteriological Test	See 306-1.2.16
	Valve Actuators	Operate valve through 10 full cycles of opening and closing. Valve shall operate from full open to full close without sticking, or binding and without required operating torque exceeding 150 ft-lbs at any point
	Field Performance	Demonstrate compliance to Contract Documents, AWWA standards and manufacturer's printed literature
	11-month Warranty Inspection	Demonstrate compliance to Contract Documents, AWWA standards and manufacturer's printed literature

306-1.5 Trench Resurfacing.

306-1.5.1 Temporary Resurfacing.

The last two paragraphs shall be deleted and replaced with the following:

Payment for all materials used by the Contractor or ordered to be placed by the Engineer, including that used to maintain the temporary resurfacing until the permanent resurfacing is placed, will be considered to be included in the other items of work.

306-1.5.2 Permanent Resurfacing.

This subsection shall be deleted in its entirety and replaced with the following:

Permanent resurfacing shall be in compliance with the plans and these Special Provisions.

306-1.6 Basis of Payment for Open Trench Installations.

The words "excluding temporary resurfacing" shall be deleted from the second and third paragraphs.

306-9 Eleven Month Warranty Inspection.

The following subsection shall be added:

306-9.1 Warranty Inspection Requirements. Warranty inspection shall be conducted during the 11th month following completion of Work.

The City will establish the date for the warranty inspection and will notify the Contractor at least 30 days in advance. If notification of inspection date does not occur within twelve months after final acceptance, the first anniversary inspection shall be considered to be waived.

The following occurrences will be considered to be system failures:

(a) Locations found in warranty inspection where replaced paving has settled below matching grade.

(b) Locations found in warranty inspection where coatings, or paint has peeled, bubbled or cracked, or locations where rusting is evident.

(c) Locations found in warranty inspection where furnished products show visible leakage.

(d) Locations found in warranty inspection where valves or other pipeline equipment fail to perform as described in applicable AWWA standards and manufacturer's printed literature.

The Contractor shall repair defective paving, coating, or painting work identified during warranty inspection by removing deteriorating paving, coating or paint system, cleaning surface, and repaving, recoating or repainting with the same system. Electrically test repaired painted areas. If area of failure exceeds 25% of total paved, coated or painted surface for pavement, coating or paint system on any structure or surface, the Contractor shall remove and replace the entire paving, coating or paint system per the original specification.

The Contractor shall repair or replace piping and appurtenances showing visible leakage or failing to perform as described in applicable AWWA standards and manufacturer's printed literature.

306-10 Record Drawings.

The following subsection shall be added:

306-10.1 Record Drawings.

Contractor shall provide Engineer with marked up "Record Drawings" at the completion of the project.

Contractor shall dimension from two (2) permanent points of reference, lot corners, sidewalk, or road intersections, etc., the locations of all the improvements which were installed other than the exact locations shown on the plans.