

SPECIFICATION AND CONTRACT DOCUMENTS
FOR
CITY OF MANHATTAN BEACH, CALIFORNIA

Section 1 Concrete Repair Project



Completion: **25** Working Days

David Lesser, Mayor

PUBLIC WORKS DEPARTMENT
1400 Highland Avenue
Manhattan Beach, California 90266

Telephone: (310) 802-5310

PROJECT MANAGERS:
Juan Price, Maintenance Superintendent
Rick Dozal, Maintenance Supervisor

Reviewed by:

Jim Arndt
Public Works Director

CITY OF MANHATTAN BEACH
SPECIAL PROVISIONS

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
Part 1		<u>General Provisions</u>
	1	Terms, Definitions Abbreviations & Symbols
	2	Scope and Control of Work
	3	Changes in the Work
	4	Control of Materials
	5	Utilities
	6	Prosecution Progress & Acceptance of Work
	7	Responsibilities of the Contractor
	8	Facilities and Agency Personnel
	9	Measurement and Payment
	10	Special Project Site Maintenance and Public Convenience and Safety
Part 2		<u>Construction Materials</u>
<u>201</u>		<u>Concrete Mortar and Related Materials</u>
	201-1	Portland Cement Concrete
	201-1.1	Requirements
	201-1.1.1	General
	201-1.1.2	Concrete Specified by Class
<u>203</u>		<u>Bituminous Materials</u>
	203-6	Asphalt Concrete
	203-6.1	General
Part 3		<u>Construction Methods</u>
<u>300</u>		<u>Concrete Pavement</u>
	300-1.3.2(b)	Concrete Pavement
	300-1.3.2(c)	Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections
<u>302-5</u>		<u>AC Pavement</u>
	303-5.2.3	Removal and Disposition of Materials
	303-5.4	Tack Coat
<u>303-4</u>		<u>Masonry Construction</u>
	303-4.1	Concrete Block Masonry
	303-4.1.1	General
	303-4.2	Brick Masonry
	303-4.2.1	Materials
<u>303-5</u>		<u>Concrete Curbs, Walks, Gutters, X-gutters, Alley Intersections, Access Ramps & Driveways</u>
	303-5.1	Requirements
	303-5.1.1	General
	303-5.6	Curing
	303-5.10	Removal and Disposition of Material
	306-1.3	Backfill and Densification
	306-1.3.1	General
	306-1.3.4	Compaction Requirements
	306-1.5	Trench Resurfacing
	306-1.5.1	Temporary Resurfacing
	306-1.5.2	Permanent Resurfacing
	306-1.6	Basis of Payment for Open Trench Installation
	306-7	Curb Drains

*Addition - Not covered in the Green Book.

**Caltrans Standard Specifications, Section 86

SPECIAL PROVISIONS
(Continued)

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
<u>308</u>		<u>Landscape and Irrigation Installation</u>
	308-4	Planting
	308-4.5	Tree & Shrub Planting
	* 308-4.9.6	Hydroseeding
	308-5	Irrigation System Installation
	308-5.6	Flushing & Testing
	308-5.6.1	Flushing Main Line (Irrigation)
	308-6	Maintenance & Plant Establishment
	308-7	Guarantee

*Addition - Not covered in the Green Book.

**Caltrans Standard Specifications, Section 86

CITY OF MANHATTAN BEACH
PROJECT SPECIFICATIONS

TABLE OF CONTENTS

	<u>Page</u>
Notice to Contractors	1
Proposal Requirements	3
Proposal	6
Statistical Information Questionnaire	7
Non-Collusion Affidavit	8
Contractor's Questionnaire	9
List of Sub-Contractors	10
Bidder's Bond to Accompany Proposal	11
Agreement	12
Performance Bond	14
Labor and Materials Bond	16
Defective Materials, Workmanship, and Equipment Bond	18
Insurance Endorsement Form No. 1 (General)	20
Insurance Endorsement Form No. 2 (Auto)	22
Proposed Security Deposits	24
Progress Payment Request Form (See Sec. 9-3.2)	25
W-9 Federal Taxpayer Identification Number	26
Special Provisions	27
Construction and Demolition Waste Management Plan	39
Construction Materials	45
Construction Methods	46
Additional Instructions and Location Listing	55
Attachments	

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 April 4, 2013, at which time they will be publicly opened and read, for performing work as follows:

Section 1 Concrete Repair Project

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. **A PRE-BID MEETING WILL BE HELD ON WEDNESDAY MARCH 21, 2013, AT 10:00 AM, AT THE PUBLIC WORKS TRAINING ROOM AT 3621 BELL AVENUE, MANHATTAN BEACH, CA. THIS JOB WALK IS NOT**

MANDATORY BUT PROSPECTIVE BIDDERS ARE HIGHLY ENCOURAGED TO ATTEND.

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.

Dated: March 7, 2013

/s/ Liza Tamura
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 April 4 , 2013, sealed proposals for:

Section 1 Concrete Repair Project

per the Specifications prepared thereof, which are on file with the Public Works Department.

(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 25 working days in accordance with Standard Drawings ST-1, ST-2, ST-10, APWA Curb Ramp Drawing 111-3 pages 1-10, Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

ITEM	DESCRIPTION Install	QUANT	UNIT PRICE	TOTAL COST
Section 7 Concrete Repair Project				
1.	4" Sidewalk	7300 SF		
1b.	4" Sidewalk 12"x12" stamped terra cotta	0 SF		
2.	6" Driveway	2300 SF		
3.	6" Curb and Gutter	750 LF		
3b.	6" Curb and Gutter terra cotta	0 LF		
4.	8" Curb and Gutter	176 LF		
5.	8" Cross Gutter/ Spandrel- High Early Strength PCC (please refer to Part 4, Section B. <u>Maximum Amount of Open Formwork Allowed</u> , No.5 pg. 57)	1500 SF		
6.	6" AC - Non Specified	50 TN		
7a.	Wheelchair Ramps- Horizontal Cut Method	0 NIC	0-NIC	0-NIC
7b.	Wheelchair Ramps- Traditional Method (include wet set detectable warning surface/truncated dome)	13 EA		
SUBTOTAL ITEMS 1 - 7				
Removals				
8.	4" Sidewalk	7300 SF		
9.	6" Driveway	2300 SF		
10.	6" Curb and Gutter	750 LF		
11.	8" Curb and Gutter	176 LF		
12.	8" Cross Gutter/Spandrel	1500 SF		
14.	Wheelchair Ramps- Traditional Method	13 EA		
15.	6" AC-Non Specified	50 TN		
SUBTOTAL ITEMS 8 - 15				

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
SUBTOTAL ITEMS 16 - 23				
24.	Special project site maintenance and public convenience and safety (not to exceed price is for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications.	Lump Sum	Not to Exceed	\$5,000
SUBTOTAL ITEMS 25 - 31				
25.				

Total Bid Cost: \$ _____

Total Bid Cost in Writing: \$ _____

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. _____.

Signature of Bidder

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.)

(Name of Company or Corporation)

(Address)

(City) (State) (Zip)

Dated: _____, 2013.

STATISTICAL INFORMATION ON CONTRACTOR

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, Partnership, Joint Venture, Sole Proprietorship, etc.)

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

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			
Asian American			
American Indian/Alaskan Native			
All Others			

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

Men			
Women			

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	%	%	%	%	%
Women	%	%	%	%	%

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 _____

Agency _____ Expiration Date _____

FIRM NAME: _____

SIGNED: _____ **TITLE:** _____

DATE: _____

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

State of _____)
County of _____) ss.

I, _____, being first duly sworn, deposes and says that he

or she is _____ of _____ 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 _____
By _____
Title _____
Organization _____
Address _____

Subscribed and sworn to before me this _____ day of _____
2013

[Notarial Seal] _____

Notary Public in and for the State of

My commission expires _____

CONTRACTOR'S QUESTIONNAIRE

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

Re: Section 1 Concrete Repair Project

Submitted by _____

Principal Office _____

Telephone _____

Type of Firm: Corporation _____ Co-Partnership _____

Individual _____

Contractor's License No. _____

If a corporation, answer these questions:

Date of incorporation _____

State of incorporation _____

President's name _____

Vice President's name _____

Secretary or Clerk's name _____

Treasurer's name _____

If a co-partnership, answer these questions:

Date of organization _____

Name and Address of all partners _____

Number of years experience as a Contractor in construction work

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

_____ Phone: _____

_____ Phone: _____

_____ Phone: _____

_____ Phone: _____

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

_____ Phone: _____

_____ Phone: _____

_____ Phone: _____

_____ Phone: _____

Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding? _____

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.

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 Section 1 Concrete Repair Project

dated _____, 2013 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

_____, 2013.

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2013 by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and _____, 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 two 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:

Section 1 Concrete Repair 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:

City of Manhattan Beach Standard Plans ST-1, ST-2, ST-10; Standard Plans for Public Works Construction Curb Ramp No. 113-3 sheets 1 through 10 Curb Ramp

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: _____

Total Cost In Writing: _____

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.

CITY OF MANHATTAN BEACH
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
as principal, and _____,

a corporation, incorporated, organized, and existing under the laws of the State of _____ 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 _____
_____ Dollars (\$ _____), 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 _____ day of _____, 2013, with the said City of Manhattan Beach for

Section 1 Concrete Repair 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 _____ 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 _____, 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 _____ day of _____, 2013.

(CORPORATE SEAL)

Principal

(CORPORATE SEAL)

Surety

The foregoing bond is hereby approved
by me as to form

City Attorney

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

as principal, and _____

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

_____ (\$ _____) 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

Section 1 Concrete Repair 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, provended 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 3, Part 4, Title 15, 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 4 of Division 3, Part 4, Title 15 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 _____ day of _____, 2013.

Principal

Surety

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 N. Carmany, City Manager

Liza Tamura, City Clerk

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

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
as principal, and _____,
a corporation organized and existing under the laws of the State of _____,
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 _____
_____ Dollars (\$_____), 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 _____ for the
construction of

Section 1 Concrete Repair Project

WHEREAS, the Principal contracted to give the obligee a surety bond in the sum
of _____
Dollars (\$_____), 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 _____ day of _____,
2013.

Principal

Surety

The foregoing bond is hereby approved
by me as to form

City Attorney

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):

Section 7 Concrete Repair 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.

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

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):

Section 1 Concrete Repair 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.

(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

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 (5%) 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
 Public Works Department, 3621 Bell Avenue, Manhattan Beach, CA 90266

FROM: PROJECT TITLE Section 1 Concrete Repair Project

PROJECT NO. _____

FROM: Contractor _____ Date _____

Address _____

Telephone _____ Progress Estimate No. _____

Submitted by: _____ 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: _____

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 and Definitions

Definitions:

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 the Work

2-3.3 Subcontractors Add the following subsections:

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.

2-3.4

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.

2-5.2 Precedence of Contract Documents This section 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.

2-9.1 Permanent Survey Markers

Substitute the following for the first paragraph:

Contractor is responsible for preservation and/or perpetuation of all existing monuments 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 Boards and Inspectors

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.

Add the following paragraphs:

2-10.1 Inspection

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.

2-10.2 Cooperative with Other Work.

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 Agency.

3-2.2.1 Delete this section. 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 Delete this section. 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 7 - Control of Materials

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.

Add at the end of Section 7-1:

4-1.9 Warranties, Guarantees, and Instruction Sheets

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 Subsection 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 Subsection 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

Add the following to Section 6-2:

6-2.1 Excess Cost of City Personnel and Inspection Personnel

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.

6-3.1 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.

Add at the end of Section 6-7.2

6-7 Time of Completion.

6-7.1 Generally the time of completion shall be as noted on the Contractor's Proposal.

6-7.2.1 Hours of Work

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

The liquidated damages value is hereby amended to be \$500 per day.

Section 7 - Responsibilities of the Contractor in the Conduct of His Work

Revise to read as follows:

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

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

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

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 and Licenses

Revise to read:

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. Permits required by other agencies shall be obtained by the

City for all work within the City of Manhattan Beach.

Section 8 - Facilities for Agency Personnel

8-1 General.

The Contractor need provide no 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 and replaced 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, and 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.

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

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

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 11.1 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.

Section 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.

Section 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.

Section 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":

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

Section 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

Portland Cement Concrete to be of Concrete Class No. 565-C. For curb and gutter, swales, catch basins, etc. 520-C -2500 shall be used for all wheelchair ramps, sidewalks and driveways.

Section 203 - Bituminous Materials

203-6 Asphalt Concrete

203-6.1 General

The following paragraph shall be added following paragraph 2:

Asphalt concrete shall be Class and Grade C2-AR-4000 for overlays and finish courses and Class and Grade B-AR-4000 for base courses.

PART 3

CONSTRUCTION METHODS

300-1.3.2(b) Concrete Pavement

Add the following:

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:

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.

302-5.2.3 Removal and Disposition of Material

Add the following:

Should the contractor use the material on another project or dispose of it at a recycling facility, the Contractor shall submit weight tickets to the Engineer which reflect the amount of material reused or recycled. All costs relative to material recycling shall be included in the Bid for the items involved.

302-5.4 Tack Coat

The first sentence of the first paragraph shall be revised by deleting the following:

"either AR1000 paving asphalt at an approximate rate of 0.05 gallon per square yard (0.25 L/M2) or."

Paragraph 3 shall be revised by deleting the following:

"either and/or AR1000 paving asphalt."

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:

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.

Add the following:

303-5.1.4 Maximum Amount of Open Formwork Allowed

Except by permission of the Engineer, the maximum amount of open formwork allowed where concrete driveway and/or sidewalk is to be placed, shall be no more than 1,500 square feet at any time. The square footage is the collective area of formwork at all locations.

No formwork shall be allowed to remain open over a weekend. All concrete placement operations shall be completed before a weekend. Complete is defined as all debris and formwork having been removed, all concrete placed, and all existing improvements having been restored and/or replaced in kind at the Contractor's expense.

Concrete placement operations shall be executed so that all concrete placed shall be completed by 4:30 p.m. of any work day.

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.

303-5.7 Repairs and Replacements

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

The Contractor shall protect fresh concrete from graffiti and vandalism. The Contractor shall be responsible for repairing all graffiti and vandalism at the Contractor's expense to the satisfaction of the City.

303-5.10 Removal and Disposition of Material

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

Recycling of Concrete Removals

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.

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.

306-1.5 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.

306-7 Curb Drains

The following paragraph shall be added to the end of the

subsection:

Payment for curb drains will be considered to be included in the other items of work set forth in the bid. Such payment shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work required to construct and or repair curb drains as incidentally encountered in the field.

308 Landscape and Irrigation Installation

308-4 Planting

308-4.5 Tree and Shrub Planting

Paragraphs 4 and 5 shall be deleted from the subsection and replaced with the following:

Planting shall be governed by the following requirements:

Use backfill mixture as specified below:

- Type I organic soil amendments, 25%
- Native Soil, 75%
- Commercial fertilizer and agricultural gypsum shall be added in accordance with the recommendations of the soils report.

1. Remove all plants from their containers and set in plant pits.
2. Fill to proper height with amended backfill to receive the plant and thoroughly tamp the mixture before setting the plant.
3. Set plant in upright position in the center of the hole and compact the backfill mixture around the ball or roots.
4. Thoroughly water each plant when the hole is one-half filled.

The remainder of the hole shall then be backfilled. Set the tablets to be used with each plant on the top of the root ball while the plants are still in their containers so the required number of tablets to be used in each hole can be easily verified.

5. After watering, tamp the soil in place until the surface of the backfill is level with the surrounding area and the crown of the plant is at the finished grade of the surrounding area. Do not backfill around trunks or stems.
6. After backfilling, an earthen basin shall be constructed around each plant. Each basin shall be of a depth sufficient to hold at least six inches (6") of water. Basins shall be the same size as the container size of each individual plant. The basins shall be constructed of amended backfill material.

7. Immediately after planting, apply water to each tree and shrub by means of a hose. apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.
8. Apply water in sufficient quantities and as often as seasonal conditions require to keep the planted areas moist at all times, well below the root system of grass and plants. Generally, water once each day for seven (7) days in cool seasons; for fourteen (14) days in hot weather. Berms around shrubs and trees in slopes shall be permanently maintained. In turf areas, berms shall be maintained for thirty (30) days following tree planting.
9. Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-third (1/3) of the branching structure. Upon approval of the Engineer, pruning may be done before delivery of plants, but not before plants have been inspected and approved.

308-4.9.6 Hydroseeding

The following subsection shall be added:

Equipment must have minimum capacity of 1,500 gallons, and a positive displacement pump with the ability to agitate and properly mix the above materials. Pump must be capable of creating 100 pounds psi pressure with sufficient volume to distribute above slurry evenly over 123,000 square feet within a 15-minute period.

Vendor Furnished Labor - Vendor agrees to furnish not less than two (2) employees during all hydromulching applications.

The vendor shall fully guarantee his work and services and shall be fully insured and be prepared to furnish satisfactory evidence of such insurance upon demand.

Application - The materials for stolonized areas shall be machine mixed before application. The mixture of stolons and additives are to be applied by a hydromulching machine. The nozzle height shall be between 6 feet and 10 feet above the ground level. Discharged pressure at the nozzle shall be 100 psi.

Spraying shall be done in a sweeping motion allowing the slurry to fall evenly and eventually building up fairly consistent matting.

Soil Moisture - Area to be planted shall be irrigated to obtain 12 inches of penetration. This should be done 4 to 7 days prior to planting.

Time Limit - All slurry mixture which has not been applied to

the designated area within four hours after mixing will be rejected and removed from the project at the Contractor's expense.

Mixture - Hydroseed area on plan to be hydroseeded with the following:

2000 lbs/acre	Weed Cellulose Fiber
100 lbs/acre	Ecology Control M-Binder
66.5 lbs/acre	Seed Mix (See plans for mix)
600 lbs/acre	Gro-Power Plus Fertilizer or approved equal.

Protection - Special care should be exercised by the Contractor in preventing any of the slurry to be sprayed inside any reservoir basin or onto drainage ditches and channels which may impede the free flow of rain or irrigation water. Any slurry spilled into restricted areas shall be cleaned up at the Contractor's expense to the satisfaction of the Engineer.

It shall be the responsibility of the applicator to assure that the site is properly prepared and that the irrigation system is operating and programmed properly. The applicator shall be responsible to notify the general contractor and landscape architect if he feels the site is not properly prepared.

The hydroseed applicator shall take responsibility for repairing tire ruts created by his equipment, unless he has notified the general contractor of the poor soil conditions, being too wet, or of insufficient compaction, and is requested by the Contractor to continue. Areas for repair shall be blended and floated to match surrounding areas and reseeded.

Reseeding - All bare spots shall be re-hydroseeded by the Contractor within 10 days. The Contractor will be responsible for all reseeded areas for as long after seeding as necessary until an acceptable stand of hydroseeded material is realized and approved by the Engineer.

Watering - Water as necessary to insure constantly moist soil until germinated (approximately 14-21 days). Water every day once per day for two weeks thereafter and then gradually reduce frequency of watering to twice per week. The Contractor shall continue to maintain the lawn until final acceptance by the City.

Mulch - All mulch areas shall be mulched to a uniform depth of three inches (3") with shredded cedar or redwood bark.

Certification of weights and analysis shall be required by City for all of the following materials used:

- (a) Soil conditioners
- (b) Fertilizers
- (c) Seed

308-5 Irrigation System Installation

308-5.6 Flushing and Testing

308-5.6.1 General

The following paragraph shall preface the subsection:
Flushing Main Lines

Flushing of the lines shall be done before quick coupling valves and remote control valves are in place. All open ends shall be piped (temporarily) to exhaust flushing water up and out of the trenches. No water will be permitted to fall into the trench. Flushing procedure will be to first open the ports nearest the source, then recap, and move progressively towards the end of the line, with only one open port flushing at any one time.

308-6 Maintenance and Plant Establishment

The following paragraphs shall be added following paragraph 6:

The Contractor shall be responsible for detecting diseases and pests (including rodents) as soon as they are present and shall take immediate action to identify and control the disease or pest. Plants shall be maintained in a disease and pest free condition. A licensed pest control operator shall be maintained to recommend and apply pesticides, herbicides, and fungicides. Exterminate gophers and moles and repair damage.

Maintain all planting, starting with the planting operations and continuing for 60 calendar days, after all planting is complete and approved by the City, in writing. The maintenance period will not commence until all planting has been approved in writing by the City.

Maintenance shall include all watering, weeding, mowing, edging, cultivating, spraying, and pruning necessary to keep the plant materials in a healthy growing condition and to keep the planted areas neat and attractive throughout the maintenance period.

Provide all equipment and means for proper application of water to those planted areas not equipped with an irrigation system.

Protect all planted areas against damage, including erosion and trespassing, by providing and maintaining proper safeguards.

During the maintenance period, all plants and planted areas shall be kept well watered and weed free at all times.

In order to expedite the plant establishment work, the Contractor shall maintain a sufficient number of men and adequate equipment to perform the work herein specified from the time any planting is done until the end of the final maintenance period.

The Contractor will be relieved from maintenance work when the plant establishment and maintenance work has been completed to the satisfaction of the City.

Damage to planting areas shall be replaced immediately.

Depressions caused by vehicles, bicycles, or foot traffic are to be filled and leveled. Replant damaged areas.

Apply 25 pounds Gro-Power Plus per 100 square feet at 25th and 55th day of 60-day maintenance period.

Exterminate rodents, slugs, snails, and cutworms as required and repair damage as above.

All paved areas will be broom cleaned and/or washed and maintained in a neat and clean condition at all times, as directed by the City.

Replacements - At the end of the maintenance period, all plant material shall be in a healthy growing condition.

During the maintenance period should the appearance of any plant indicate weakness and probability of dying, immediately replace that plant with a new and healthy plant of the same type and size without additional cost to the City.

All trees shall be guaranteed by the Contractor to live and grow in an acceptable upright position for a period of one year after completion and final acceptance by the City.

The Contractor, within 15 days of notification by the City, shall remove and replace all guaranteed plant materials which, for any reason, fail to meet the requirements of the guarantee. Replacement shall be made with plant materials as indicated or specified for the original planting, and all such replacement materials shall be guaranteed as specified for the original guaranteed materials.

Clean Up - Upon completion of the work in this section, the Contractor shall clean up and remove from the area all unused materials and debris resulting from the performance of the work as directed by the City.

308-7 Guarantee

The text of the subsection shall be deleted and replaced with the following:

The guarantee period shall begin upon final acceptance by the Engineer.

Upon acceptance, all planting, irrigation, earthquake, and trenches shall be guaranteed by the Contractor for a period of one year against defects in materials and workmanship.

Any settling of backfill trenches which may occur during the one year guarantee period shall be repaired to the City's satisfaction by the Contractor without expense to the City, including the complete restoration of damaged planting, paving, or other improvements of any kind.

The Contractor, within fifteen (15) days of notification by the Engineer, shall remove and replace all guaranteed plant materials which, for any reason, fail to meet the requirements of the guarantee. Replacement shall be made with plant materials as indicated or specified

for the original planting, and all such replacement materials shall be guaranteed as specified for the original guaranteed materials.

Part 4
Additional Specifications and Instructions

A. General

1. An excavation permit will be required, along with a City business license and proof of insurance. Excavation Permit fee only will be waived and is at no charge to Contractor. City business license fees and proof of insurance documents cannot be waived
2. All sidewalk and driveway approach repairs will be completed to meet current City specifications. Refer to the City standard drawings ST-1 Standard Sidewalk and ST-2 standard driveway approach (copies attached).
3. Remove all asphalt and/or concrete overlays that were used for temporary ramping purposes on the existing displaced P.C.C. sidewalks or driveways. Removal of all asphaltic or cementitious ramping material shall be considered incidental to performing the required work and shall be without additional compensation.
4. Root removal shall be a minimum of 12" below sub grade of sidewalk and/or driveways. In some cases, mature trees have pushed, buckled, or otherwise misaligned curb and gutter. In these cases, the contractor shall machine grind (stump grinder, root pruner) or manually cut by use of axes or other hand tools a minimum amount of root or stump to allow the proper placement of formwork. In cases where structural roots are encountered, the City Engineer or his designee shall field determine to what extent, if any, root removal shall be modified to maintain the structural integrity of the tree(s). Such work shall be considered incidental to performing the required concrete repair work and shall be without additional compensation. If deemed necessary, tree and stump removals shall be ordered by the Engineer and performed by the City.
5. All excavated materials, including soil, shall be disposed of off-site at the Contractor's expense. Any fill material shall be furnished at the Contractor's expense. Fill material shall consist of a non-expansive soil, devoid of organic material. Rocks over 1" and any other deleterious material shall be removed prior to placement. Engineer or his designee shall approve any and all borrow fill material(s) prior to placement.
6. Lawn sprinkling systems that are damaged, rerouted, or otherwise modified during the course of construction shall be reconstructed or repaired by the Contractor with like brand and model (Toro, Champion, Rainbird, etc.) parts as directed by the City. Irrigation system repairs required due to PCC repair work shall be completed within 24 hours to minimize potential damage to residential landscape. Should contractor fail to make timely irrigation repairs as contractually required, The City may elect to perform or cause to be performed, any required repair work and such costs shall be deducted from Contractor payment.
7. Private improvements (including but not limited to, landscape, sod, structures, drains, tile, PCC, fencing, walls, brick, pavers,

stucco, etc.) damaged during the course of construction shall be repaired to their previous condition within 10 days of occurrence. Should contractor fail to make timely irrigation repairs as contractually required, The City may elect to perform or cause to be performed any required repair work, and such costs shall be deducted from Contractor payment.

8. Except by permission of the Engineer or his designee, any sidewalk, driveway, spandrel, cross gutter or street surface that is damaged adjacent to or during the course of repairs shall be saw cut to the nearest cold joint or score mark, removed, and replaced to specification at the Contractor's expense. Any chipping, spalling, cracking, stains, displacement, etc. resulting from Contractor activities are included. Contractor shall determine the appropriate method of removal and placement, whether power, mechanical or manual, to minimize any potential for damage to adjacent improvements or paving. City reserves the right to halt and/or modify demolition activities at any time if it is determined that unacceptable levels of damage are incurred during any work activity.
9. Repair work adjoining existing PCC curb and gutter, spandrels and ADA access ramps shall be steel dowelled prior to placement of PCC.
10. Any debris or construction material that is stored upon the public right-of-way shall require a temporary Encroachment Permit at a cost of \$83.00, plus a refundable deposit of \$420.00. See City Standard Plan ST-8.
- 10.24-hour notice shall be given prior to any request for inspection.
11. The Public Works Inspector will perform an initial inspection with the contractor to set and verify removal limits, locations and quantities, a second inspection to check forms and subgrade preparation, and a final inspection for approval of work. Any additional inspections shall be charged to the Contractor according to labor rates established in the current Resolution of Fees. **The contractor is strongly encouraged to walk the entire site with the Engineer or his designee and record (photograph, video, journal) existing conditions prior to commencement of any work, especially the operating condition of sprinkler systems and any pre existing damages and/or conditions.**
12. Measurement and payment for removal and reconstruction of Portland Cement Concrete (P.C.C.) sidewalk, curb and gutter, cross gutters, handicap ramps, and driveways shall include, but not be limited to, saw cut, break-out and removal, haul away and disposal, root removal, root pruning or root grinding, construction (grading and compaction, PCC placement, placement of precast truncated domes, and finish) asphalt or concrete make up paving, backfill, fine grading, relocation and replacement of interfering lawn sprinkler systems, replacement of damaged landscape and/or turf with equal materials, and relocation or protecting in place of street signs, parking meters, barricades, adjustment or replacement of damaged utility boxes, and all other appurtenant work. City shall supply new utility boxes to Contractor as required.

13. Contractor is responsible for the protection of open drainage facilities (spandrels, curb and gutter, swales) from nuisance flows and rainwater during the construction process. Should any excavation become saturated with water causing the sub grade or base to become unstable (soil or base pumping), it shall be the Contractor's responsibility to remove and replace the saturated soil and/or base material and re-compact prior to placement of PCC or AC materials. Any expenses incurred for this additional work and material shall be the sole responsibility of the Contractor and no additional allowance for this restorative work will be made.
14. Work upon private property requested by property owners will be allowed, but will remain a private business transaction between the contractor and the property owner. Any expenses incurred in completing such work will be paid by the property owner directly to the Contractor and without City involvement.
15. Due to its proximity to the ocean, the City of Manhattan Beach is especially sensitive to State, Federal and local environmental standards regarding runoff. Washing out of concrete trucks, trailers, or other equipment in or on the street or public right-of-way is strictly forbidden. Slurry generated during saw cutting shall not be allowed to run into the storm drain system. All sawcut slurry and/or debris generated through sawcutting operations shall be vacuum collected and disposed of off-site. Slurry residue shall be removed in its entirety while fresh from all surfaces to eliminate foot tracking and staining of adjoining areas.
16. Contractor shall not leave any excavation open for more than three (3) days without prior written permission from the Engineer. All work areas shall be kept in a neat and safe manner.

B. Maximum Amount of Open Formwork Allowed

1. Except by permission of the Engineer or his designee, no formwork or excavation shall be allowed to remain open over a weekend or holiday. All concrete placement operations shall be completed before a weekend. Complete is defined as all debris and formwork having been removed, all concrete placed, backfilled, and all existing improvements repaired/replaced in kind.
2. Except by permission of the Engineer or his designee, concrete placement operations shall be executed so that all concrete placed shall be completed and open to vehicular and pedestrian traffic by 4:30 p.m. of any work day. In areas where traffic is particularly impacted by construction activities, i.e. schools, work will have to be completed on Saturday(s) or pupil free days (see attached MBUSD Calendar). Prior to any planned construction activity, contractor shall contact and coordinate with MBUSD Director of Operations and Maintenance Paul Ruta (pruta@mbusd.org) (310) 546-8018 x5302
3. The Contractor shall protect all fresh concrete from graffiti and vandalism. The Contractor shall be responsible for repairing, including removal and replacement, all graffiti and vandalism at the Contractor's expense. The Engineer or his designee shall be the sole judge as to the acceptability of the restorative work,

regardless of method(s) employed.

4. Vehicular access to residents and through traffic shall be maintained at all times except during actual construction. Upon completion of demolition, forming, placing, curing, etc., full access shall be restored through the use of steel plating. The Contractor may, at his own expense, substitute early high strength concrete to minimize the need for long term plating needs at residential driveways.
5. At cross street drainage swales, the use of high early strength PCC shall be required, and make up paving shall be placed within 4 days of placement. Early high strength concrete meeting a minimum 3 day compressive strength of 2500 psi (available from Paramount Ready Mix (562)630-5836 designate mix number 572-711 or Engineer approved equal. The City's intent is to open the street to regular traffic as soon as technically feasible, minimizing traffic disturbances and inconvenience to residents. **Please note that the included Standard Drawing ST-12 indicates a 6" PCC section, the City requires an 8" section for cross gutters on this project and is identified as such on page 6 of the Contractor's Proposal, bid item No.5.**

C. Wheelchair Ramps

1. In cases of updating non-compliant and damaged ramps, or in conjunction with spandrel or cross gutter work, removal and replacement will be per unit costs. (refer to Contractors Proposal, item 7b, page 6)
2. All wheelchair ramps shall be constructed per 2006 Edition APWA standard drawing 111-3 pages 1-10 (attached).
3. Truncated domes as required shall be ADA Solutions (800) 372-0519 www.adatile.com wet set or approved equal, cast in place composite tactile with 2.35" dome spacing per attached APWA drawings or engineer approved equal.

D. Additional Instructions

1. **Contractor's please note:** This section pertains to work areas adjoining privately owned PCC sidewalk and/or driveways and incidental to curb and gutter, swale or wheel chair ramp work only. In areas where PCC cuts are made in displaced driveways and/or sidewalks not in contract (NIC) to accommodate formwork, the PCC cuts and resultant make up paving (AC or PCC as directed by the Engineer) shall be a minimum of 18" to accommodate a gradual transition between new work and existing pavement displacements/elevation differential.
2. Should the Engineer determine that an 18" transition will be insufficient to maintain a safe condition, work ordered beyond the 18" shall be paid per unit prices. No exceptions shall be allowed without the written permission of the Engineer or his designee. Any additional work ordered by the City on public ROW will be paid per unit prices.

3. All AC street cuts (slots) required for the forming of curb and gutter, driveways, or swales must be cut to a minimum width of 24" to accommodate compaction equipment, typically a vibrating plate compactor. Please refer to relevant sections of Standard Drawing ST-10 (attached). The typical 10" repair section is 4" AC paving placed upon 6" of base material (CMB or CAB). Such make up paving shall be included in the unit cost of the PCC and without additional compensation.
4. The bid item for placing and removing **6" AC - Non Specified** on Contractor's Proposal, page 6 is not to be confused with the make up paving required during curb and gutter, spandrel, cross gutter or swale work. This item is for minor quantities of incidental AC paving that may be encountered during the project.

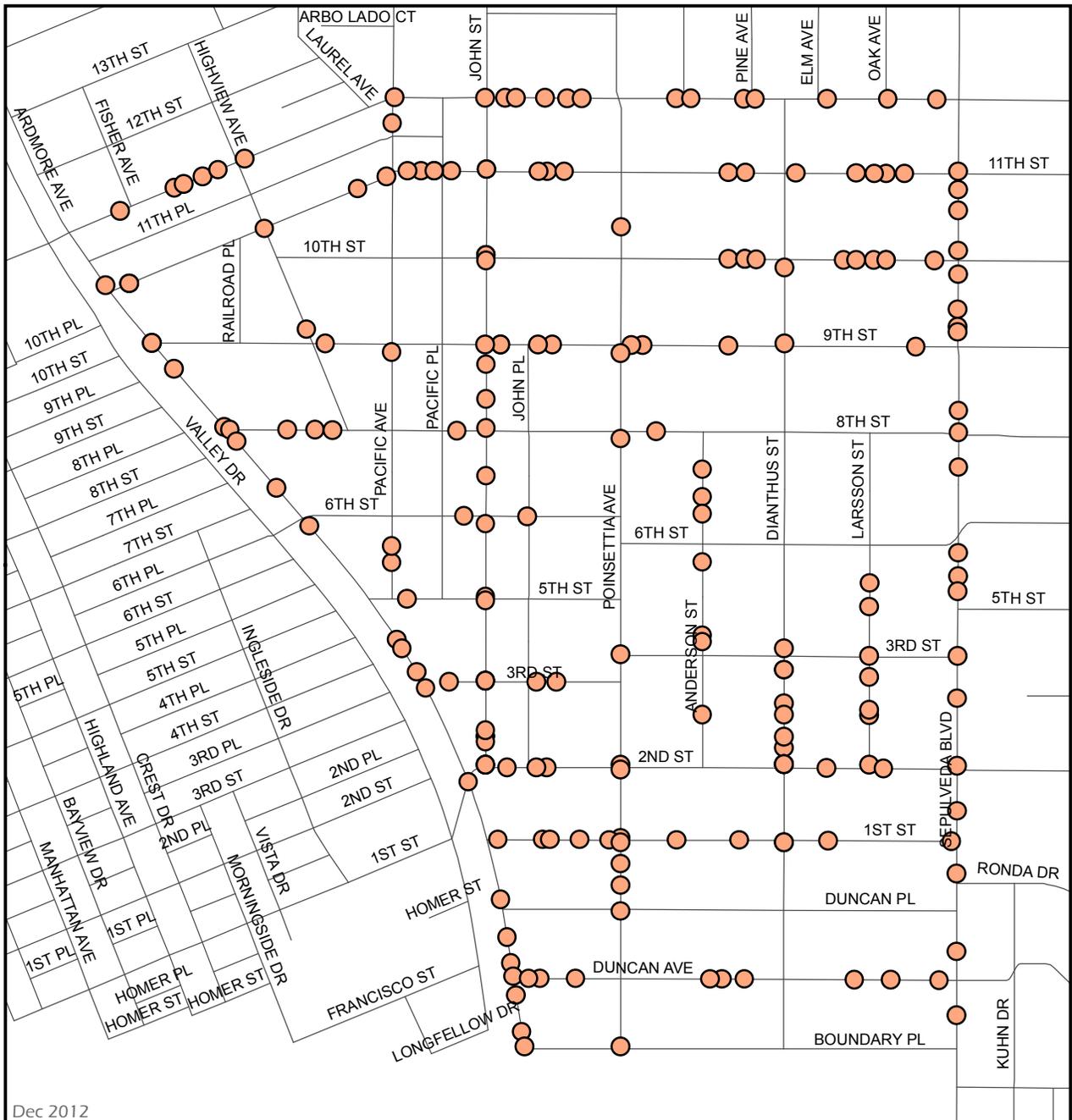
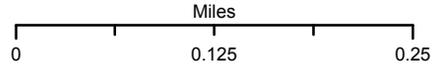
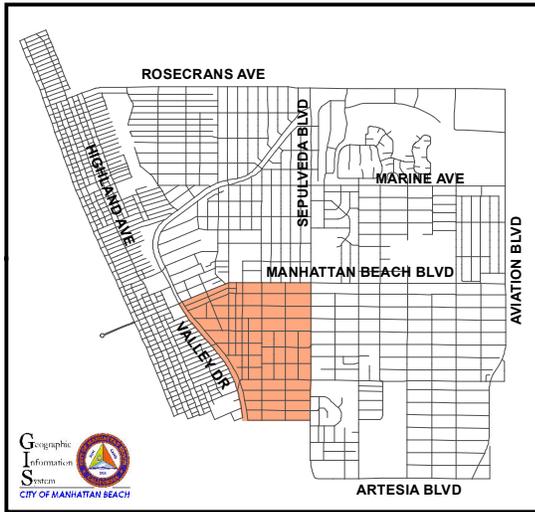
Attachments

1. Location map
2. Location address listing
- City of Manhattan beach Standard drawings:
 3. St-1 Driveway
 4. ST-2 Sidewalk
 5. St-3 Curb and Gutter
 6. St-8 Encroachment
 7. ST-10 Pavement Restoration
 8. St-12 Cross Gutter (**Note**-PCC section shall be 8", not 6" as shown on drawing. Item is identified as item No. 5 in Contractors Proposal and identified as 8")
9. APWA Standard Drawing 111-3 pages 1-10 for ADA access ramps

City of Manhattan Beach

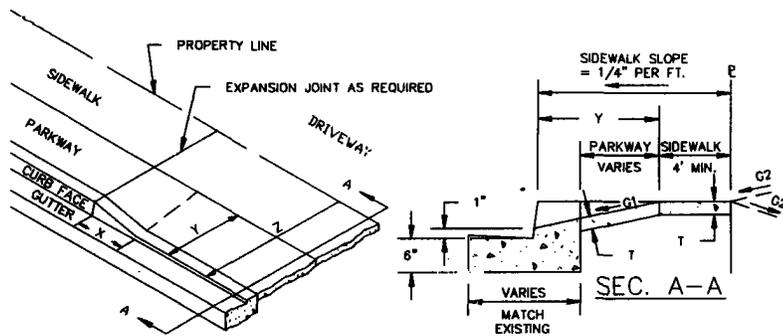
Section 1

Concrete Repairs

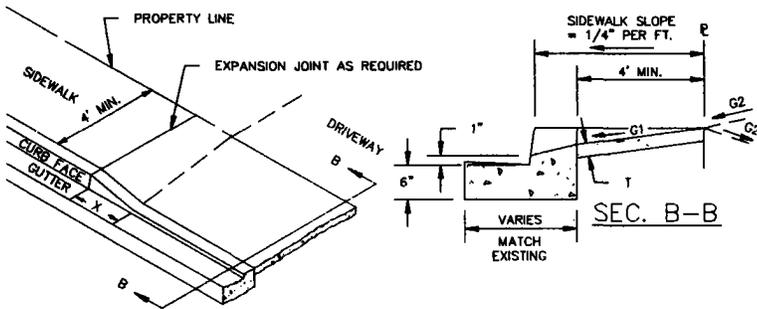


ADDRESS	STREET	LOCATION NOTES	SW 4" SF	SW REPAIR NOTES	SW GRI ND	CG 8" LF	Section 4 Concrete Repairs CG 6" LF	CG REPAIR NOTES	D/W SF	DW REPAIR NOTES	AC SF	W/C RA MPS	WC RAMP INTERSECTION	WC RAMP CORNERS	WC RAMP REPAIR NOTES
211	JOHN STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
201	JOHN STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
815	3RD STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
301	JOHN STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
301	POINSETTIA AVE.		-	-	-	-	-	-	-	-	-	-	-	-	-
218	ANDERSON ST.		-	-	-	-	-	-	-	-	-	-	-	-	-
235	DIANTHUS ST.		-	-	-	-	-	-	-	-	-	-	-	-	-
206	DIANTHUS ST.		-	-	-	-	-	-	-	-	-	-	-	-	-
200	DIANTHUS ST.		-	-	-	-	-	-	-	-	-	-	-	-	-
210	DIANTHUS ST.		-	-	-	-	-	-	-	-	-	-	-	-	-
222	DIANTHUS ST.		-	-	-	-	-	-	-	-	-	-	-	-	-
234	3RD STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
218	LARSSON ST.		-	-	-	-	-	-	-	-	-	-	-	-	-
220	LARSSON ST.		-	-	-	-	-	-	-	-	-	-	-	-	-
232	LARSSON ST.		-	-	-	-	-	-	-	-	-	-	-	-	-
233	SEPULVEDA BLVD.		-	-	-	-	-	-	-	-	-	-	-	-	-
201	SEPULVEDA BLVD.		-	-	-	-	-	-	-	-	-	-	-	-	-
301	JOHN STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
211	JOHN STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
209	JOHN STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
201	JOHN STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
200	JOHN STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
212	JOHN STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
300	JOHN STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
852	3RD STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
861	3RD STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
815	2ND STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
827	2ND STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
201	POINSETTIA AVE.		-	-	-	-	-	-	-	-	-	-	-	-	-
200	2ND STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
201	DIANTHUS STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
200	DIANTHUS STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
1015	2ND STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
200	LARSSON STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
111	SEPULVEDA BLVD		-	-	-	-	-	-	-	-	-	-	-	-	-
1034	2ND STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
101	POINSETTIA AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
119	POINSETTIA AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
822	2ND STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
118	ARDMORE AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
815	1ST STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
825	1ST STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
833	1ST STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
101	POINSETTIA AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
100	DIANTHUS STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
1015	1ST STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
115	SEPULVEDA BLVD		-	-	-	-	-	-	-	-	-	-	-	-	-
1058	1ST STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
250	DIANTHUS STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
219	DIANTHUS STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
101	DIANTHUS STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
940	1ST STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
918	1ST STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
106	POINSETTIA AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
112	POINSETTIA AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
200	POINSETTIA AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
816	1ST STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
802	1ST STREET		-	-	-	-	-	-	-	-	-	-	-	-	-
116	ARDMORE AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
208	ARDMORE AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
216	ARDMORE AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
220	ARDMORE AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
800	DUNCAN AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
943	DUNCAN AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
1023	DUNCAN AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
1035	DUNCAN AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
225	SEPULVEDA BLVD		-	-	-	-	-	-	-	-	-	-	-	-	-
317	SEPULVEDA BLVD		-	-	-	-	-	-	-	-	-	-	-	-	-
1050	DUNCAN AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
934	DUNCAN AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
930	DUNCAN AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
318	POINSETTIA AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
820	DUNCAN AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
804	DUNCAN AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
304	ARDMORE AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
314	ARDMORE AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
318	ARDMORE AVENUE		-	-	-	-	-	-	-	-	-	-	-	-	-
600	S SEPULVEDA BLVD	EL TORITO	1,146	-	-	-	-	-	-	-	-	-	-	-	-
500	S SEPULVEDA BLVD	BROOKLYN BRICK OVEN PIZZA	876	-	-	-	-	-	-	-	-	-	-	-	-
400	S SEPULVEDA BLVD		456	-	-	-	-	-	-	-	-	-	-	-	-
300	S SEPULVEDA BLVD	MANHATTAN CAR WASH	200	-	-	-	-	-	-	-	-	-	-	-	-
3001	SEPULVEDA BLVD		398	-	-	-	-	-	-	-	-	-	-	-	-
2905	SEPULVEDA BLVD		36	-	-	-	-	-	-	-	-	-	-	-	-
2809	SEPULVEDA BLVD		294	-	-	-	-	-	-	-	-	-	-	-	-
1003	SEPULVEDA BLVD		-	-	-	11	-	NW CORNER AT 10TH STREET	-	-	-	-	SEPULVED A/ 10TH	N/W	14' X 5'
400	SEPULVEDA BLVD		40	-	-	16	-		-	-	-	-	-	-	-
600	SEPULVEDA BLVD		-	-	-	15	-		-	-	-	-	-	-	-
516	SEPULVEDA BLVD		80	-	-	-	-		-	-	-	-	-	-	-
600	SEPULVEDA BLVD	SUPREME PAINT	80	-	-	16	-		48	-	-	-	-	-	-
1700	SEPULVEDA BLVD	RESIDENCE INN	228	-	-	-	-		45	-	-	-	-	-	-
1830	SEPULVEDA BLVD		264	-	-	42	-		294	-	-	-	-	-	-
520	2ND STREET		-	-	-	22	-		72	-	-	-	-	-	-
524	2ND STREET		-	-	-	29	-		68	-	-	-	-	-	-
528	2ND STREET		-	-	-	32	-		92	-	-	-	-	-	-
532	2ND STREET		-	-	-	30	-		80	-	-	-	-	-	-
536	2ND STREET		-	-	-	39	-		92	-	-	-	-	-	-
540	2ND STREET		-	-	-	40	-		92	-	-	-	-	-	-
	PARKWAY AND PARKVIEW		-	-	-	-	-		-	-	-	1	-	-	-
1334	21ST STREET		32	-	-	-	-		-	-	-	-	-	-	-
1451	21ST STREET		16	-	-	-	-		-	-	-	-	-	-	-
1457	21ST STREET		16	-	-	-	-		-	-	-	-	-	-	-
1550	21ST STREET		104	-	-	-	11		-	-	-	-	-	-	-
1556	21ST STREET		16	-	-	-	21		147	-	-	-	-	-	-
2105	LYNNGROVE DRIVE	ON REDONDO AVENUE	52	ON REDONDO AVENUE	-	-	-	ON REDONDO AVENUE	96	-	24	-	-	-	-
1909	LYNNGROVE DRIVE		-	-	-	-	-		42	-	-	-	-	-	-
509	HARKNESS STREET		120	-	-	-	-		48	-	-	-	-	-	-
1761	5TH STREET		60	-	-	-	-		-	-	-	-	-	-	-
1554	CURTIS AVENUE		44	-	-	-	14		8	-	-	-	-	-	-
1126	2ND STREET		48	-	-	-	25		150	-	-	-	-	-	-
1447	21ST STREET		100	-	-	-	-		-	-	-	-	-	-	-
1441	21ST STREET		72	-	-	-	17		-	-	-	-	-	-	-
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1421	21ST STREET		120	-	-	-	-		-	-	-	-	-	-	-
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1344	21ST STREET		100	-	-	-	33		-	-	-	-	-	-	-
1657	NELSON AVENUE		308	-	-	-	-		112	-	-	-	-	-	-
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1801	5TH STREET		176	-	-	-	38		-	-	-	-	-	-	-
514	HARKNESS STREET		32	-	-	-	14		-	-	-	-	-	-	-
1441	18TH STREET		72	-	-	-	8		-	-	-	-	-	-	-
1437	17TH STREET		16	-	-	-	-		-	-	-	-	-	-	-
1448	18TH STREET		-	-	-	-	17		119	-	-	-	-	-	-
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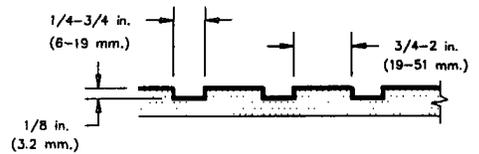
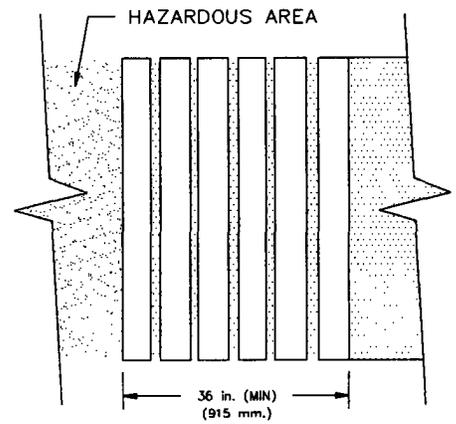
ADDRESS	STREET	LOCATION NOTES	SW 4" SF	SW REPAIR NOTES	SW GRI ND	CG 8" LF	CG 6" LF	Section 4 Concrete Repairs		D/W SF	DW REPAIR NOTES	AC SF	W/C RA MPS	WC RAMP INTERSECTION	WC RAMP CORNERS	WC RAMP REPAIR NOTES
								CG REPAIR NOTES	D/W SF							
1440	19TH STREET		126	-	-	-	-	-	-	-	-	-	-	-	-	-
1344	19TH STREET		124	-	-	-	-	-	-	-	-	-	-	-	-	-
1350	19TH STREET		88	-	-	-	-	-	-	-	-	-	-	-	-	-
	HIGHLAND AVENUE	AT SHELL STREET	-	-	-	-	-	-	-	-	-	-	1	SHELL STREET / HIGHLAND AVENUE	N / W	-
	HIGHLAND AVENUE	AT SHELL STREET	-	-	-	-	-	-	-	-	-	-	1	SHELL STREET / HIGHLAND AVENUE	S / W	-
	HIGHLAND AVENUE	AT SEAVIEW STREET	-	-	-	-	-	-	-	-	-	-	1	SEAVIEW STREET / HIGHLAND AVENUE	N / W	-
	HIGHLAND AVENUE	AT SEAVIEW STREET	-	-	-	-	-	-	-	-	-	-	1	SEAVIEW STREET / HIGHLAND AVENUE	S / W	-
	HIGHLAND AVENUE	AT 42ND STREET	-	-	-	-	-	-	-	-	-	-	1	42ND STREET / HIGHLAND AVENUE	N / W	-
	HIGHLAND AVENUE	AT MOONSTONE DRIVE	-	-	-	-	-	-	-	-	-	-	1	MOONSTONE DRIVE / HIGHLAND AVENUE	N / W	-
	HIGHLAND AVENUE	AT 41ST STREET	-	-	-	-	-	-	-	-	-	-	1	41ST STREET / HIGHLAND AVENUE	S / W	-
	HIGHLAND AVENUE	AT KELP STREET	-	-	-	-	-	-	-	-	-	-	1	KELP STREET / HIGHLAND AVENUE	N / W	-
	HIGHLAND AVENUE	AT 39TH STREET	-	-	-	-	-	-	-	-	-	-	1	39TH STREET / HIGHLAND AVENUE	N / W	-
	HIGHLAND AVENUE	AT 38TH STREET	-	-	-	-	-	-	-	-	-	-	1	38TH STREET / HIGHLAND AVENUE	N / W	-
	HIGHLAND AVENUE	AT 38TH STREET	-	-	-	-	-	-	-	-	-	-	1	38TH STREET / HIGHLAND AVENUE	S / W	-
4100	HIGHLAND AVENUE		-	-	-	-	-	-	-	36	-	-	-	-	-	-
4200	HIGHLAND AVENUE		-	-	-	-	-	-	-	28	-	-	-	-	-	-
1351	11TH STREET		136	-	-	-	-	-	-	-	-	-	-	-	-	-
1345	11TH STREET		-	-	-	-	-	-	-	130	-	-	-	-	-	-
1341	11TH STREET		60	-	-	-	-	-	-	-	-	-	-	-	-	-
1358	MANHATTAN BEACH BLVD		126	-	-	-	-	-	-	-	-	-	-	-	-	-
1401	11TH STREET		80	-	-	-	-	-	-	-	-	-	-	-	-	-
			6,914	-	-	176	461	-	2,004	-	24	13	-	-	-	-



CASE I
PARKWAY, SIDEWALK BACK FROM CURB



CASE II
SIDEWALK ADJACENT TO CURB



PLAN OF DETECTABLE WARNING SURFACE

NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION," MOST RECENT EDITION, AND ALL SUPPLEMENTS THERETO AND TO THE SATISFACTION OF THE ENGINEER. Δ
2. PORTLAND CEMENT CONCRETE SHALL BE 5.5 SACK, CLASS C, 2500 psi.
3. $G1 = G2 = 15\% \text{ MAX.}$, $G1 \pm G2 = 15\% \text{ MAX.}$ UNLESS OTHERWISE APPROVED BY THE ENGINEER. Δ
4. "X" = 2'-6" FOR 6" CURB; "X" = 3'-0" FOR 8" CURB AND ALL COMMERCIAL.
5. "Y" SHALL EXTEND FROM CURB FLOW LINE TO FRONT EDGE OF SIDEWALK UNLESS DISTANCE IS LESS THAN 4' IN WHICH CASE "Y" SHALL EXTEND TO CENTER OR INSIDE EDGE OF SIDEWALK AS DIRECTED BY THE ENGINEER. Δ
6. "T" = 6" FOR ALL DRIVEWAY APPROACHES.
7. DRIVEWAY MAXIMUM WIDTH = 20'; MINIMUM WIDTH = 10'. **(RESIDENTIAL)**
8. EXISTING CONCRETE SHALL BE SAWCUT AT NEAREST SCORE MARK PRIOR TO RMOVAL.
9. SCORE SIDEWALK 1/4" DEEP TO MATCH EXISTING SCORING, OR AT 5' INTERVALS IF NO SCORING EXISTS. LONGITUDINAL SCORING REQUIRED WHEN "2" IS GREATER THAN 10'.
10. NOTIFY STREETS DIVISION AT LEAST 24 HOURS IN ADVANCE FOR INSPECTION PRIOR TO FORMING, PLACING CONCRETE, AND FINAL INSPECTION. $\text{\textcircled{2}}$
11. FINISH SHALL BE LIGHT BROOM ON SIDEWALK AREA AND MEDIUM BROOM OR FLOAT FINISH ON APPROACH AREA.
12. ALL ABANDONED DRIVEWAY APPROACHES SHALL BE REMOVED AND REPLACED WITH STANDARD CURB, GUTTER, AND SIDEWALK.
13. WHERE A COMMERCIAL DRIVEWAY IS USED AS A SIDEWALK, A 3 FOOT WIDE DETECTABLE WARNING SURFACE MUST BE CONSTRUCTED ALONG THE FULL WIDTH OF THE DRIVEWAY, PARALLEL TO THE STREET. $\text{\textcircled{3}}$

DRAWN BY: GLEN

MAR. 1994

REVISIONS

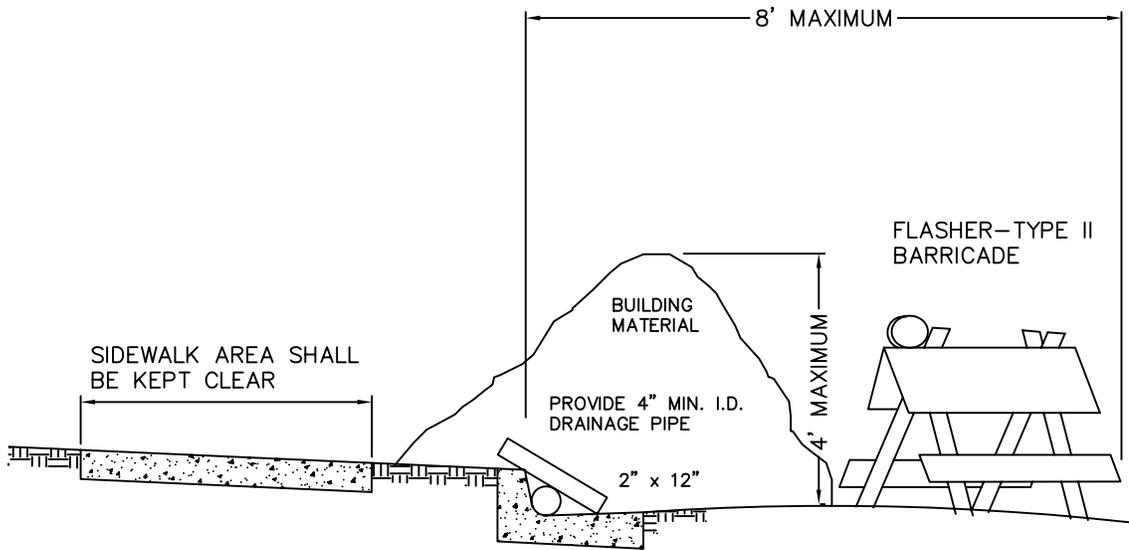
- Δ REMOVE THE WORD "CITY" FROM CITY ENGINEER. NOTE-1,3, & 5. 3-23-88 GOLEM
- $\text{\textcircled{2}}$ CHANGE THE WORD ENGINEERING DIVISION TO BE STREET DIVISION. 3-23-88 GOLEM
- $\text{\textcircled{3}}$ ADD NOTE #13.

**CITY OF MANHATTAN BEACH
DEPARTMENT OF PUBLIC WORKS
STANDARD DRIVEWAY APPROACH**

APPROVED

BY: _____
CITY ENGINEER

ST-1



1. WHERE CURB PARKING IS RESTRICTED OR PROHIBITED, MATERIALS SHALL NOT BE STORED IN THE ROADWAY DURING THE HOURS OF RESTRICTION.
2. BUILDING MATERIALS MAY INCLUDE SAND, GRAVEL, LUMBER, SOIL, OR ANY OTHER MATERIALS USED IN CONSTRUCTION, AS WELL AS CONSTRUCTION EQUIPMENT.
3. DRAINAGE SHALL BE MAINTAINED BY PLACING A PIPE OF 4" MINIMUM DIAMETER AND A 2"x12" BOARD AS SHOWN ON THIS DIAGRAM.
4. THE SIDEWALK AREA AND JOB SITE SHALL BE KEPT CLEAN OF ALL RUBBISH AND DEBRIS, AND THE SITE SHALL BE CLEANED PROMPTLY WHEN SO NOTIFIED BY THE CITY.
5. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TYPE II FLASHER BARRICADES AS DIRECTED BY THE ENGINEER OR HIS AGENT.
6. FAILURE TO COMPLY WITH ANY OF THE CONDITIONS DEPICTED ON THIS STANDARD MAY RESULT IN THE CITY IMPOUNDING SAID MATERIALS AND/OR EQUIPMENT, OR CAUSING THE AREA TO BE CLEARED AT THE CONTRACTOR'S EXPENSE.
7. MATERIAL STORED ON THE STREET MUST COMPLY WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.

Drawn By: David Funk 5-17-01

CITY OF MANHATTAN BEACH
DEPARTMENT OF PUBLIC WORKS

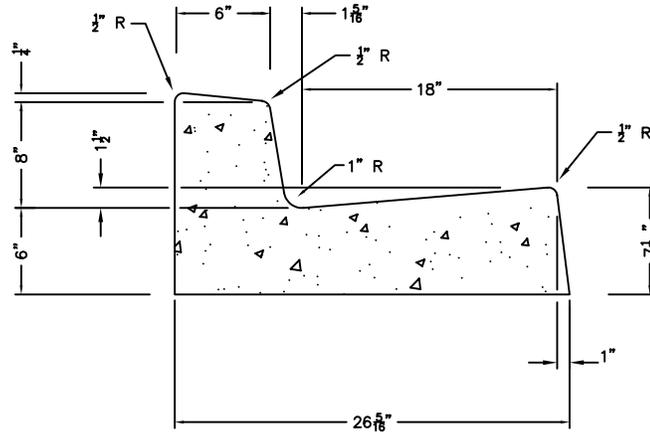
STANDARD STREET ENCROACHMENT DIAGRAM

APPROVED BY:

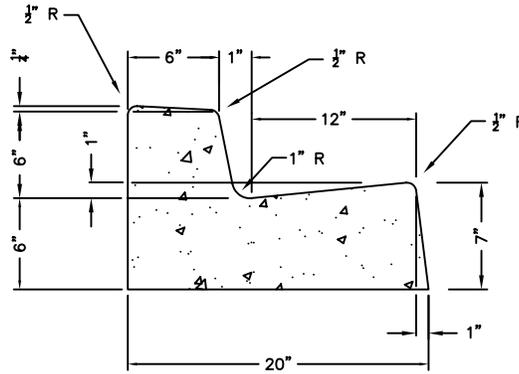
CITY ENGINEER

DATE

ST-8



STANDARD 8" CURB AND 18" GUTTER



STANDARD 6" CURB AND 12" GUTTER

NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION." MOST RECENT EDITION, AND ALL SUPPLEMENTS THERTO TO THE SATISFACTION OF THE ENGINEER.
2. PORTLAND CEMENT CONCRETE SHALL BE 5.5 SACK, CLASS C, 2500 psi.
3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT INTERVALS OF 10 FEET OR AS DESIGNATED BY THE ENGINEER, SHALL BE A MINIMUM OF ONE INCH IN DEPTH AND SHALL, WHERE PRACTICABLE, COINCIDE WITH THE SCORELINES ON ADJACENT SIDEWALK SURFACES.
4. EXPANSION JOINTS WHERE APPLICABLE SHALL BE 1/2 INCH THICK ASPHALTIC FELT COMPOUND AND SHALL GENERALLY BE PLACED AT LINES WHERE THE SECTION CHANGES IN THICKNESS OF WIDTH.
5. FINISH SHALL BE FINE BRUSH PARALLEL TO THE CURB LINE AND TROWEL SMOOTH FINISH FOR THE 4 INCH WIDE GUTTER FLOWLINE.
6. CURB CUTS LESS THAN 8' IN LENGTH MUST HAVE PRIOR APPROVAL OF THE PUBLIC WORKS DEPARTMENT AND MUST BE DOWELED AT EACH END WITH #4 DOWEL INTO EXISTING CURB WITH EPOXY (MIN. EMBED. = 6").

Drawn By: David Funk 6-12-01

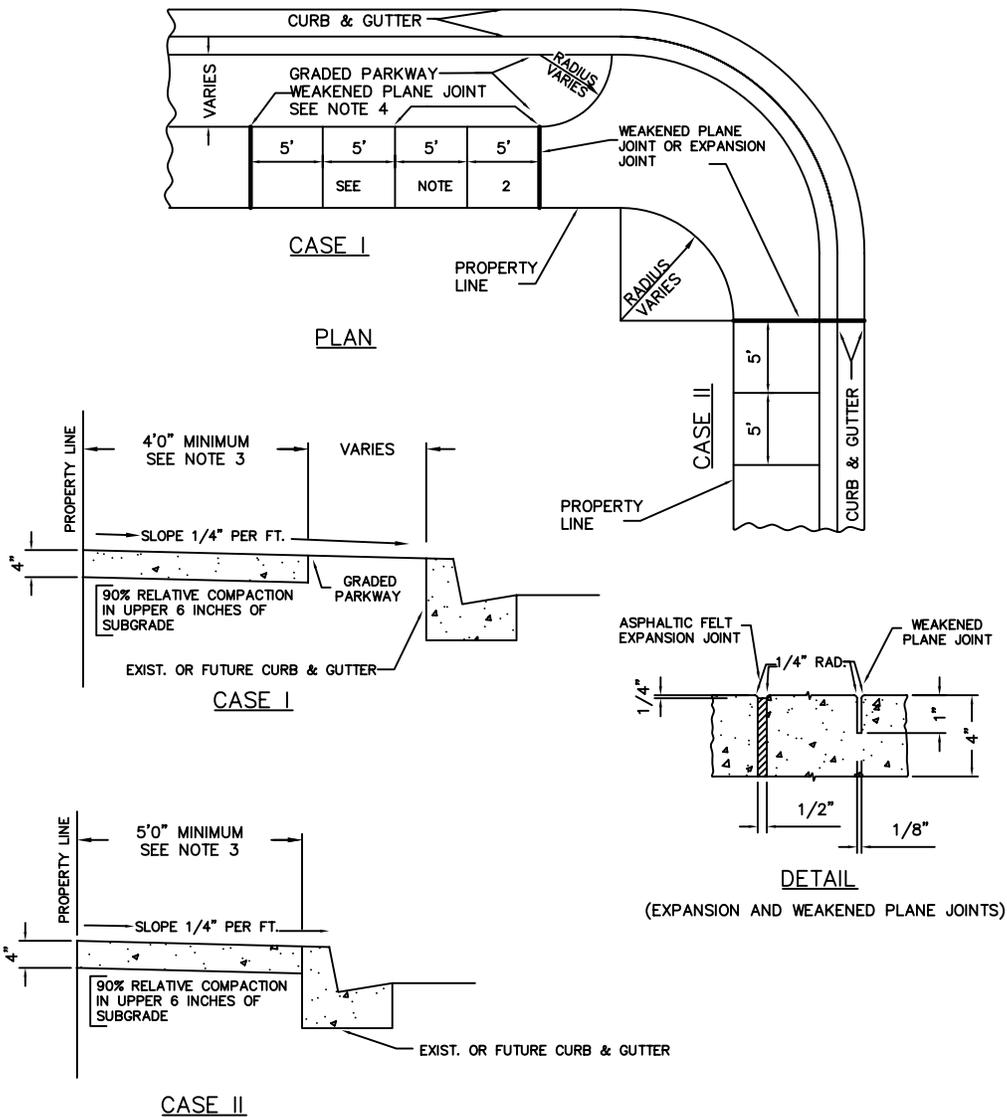
CITY OF MANHATTAN BEACH
DEPARTMENT OF PUBLIC WORKS
STANDARD CURB AND GUTTER

APPROVED BY:

CITY ENGINEER

DATE

ST-3



NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION." MOST RECENT EDITION, AND ALL SUPPLEMENTS THERTO AND TO THE SATISFACTION OF THE ENGINEER. ①
2. PORTLAND CEMENT CONCRETE SHALL BE 5.5 SACK, CLASS C, 2500 psi.
3. MINIMUM STANDARD WIDTH SHALL BE SHOWN IN CASES I AND II. GREATER WIDTHS MAY BE ALLOWED UPON APPROVAL OF ENGINEER. ① MINIMUM STANDARD THICKNESS SHALL BE 4".
4. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT INTERVALS OF 10 LINEAL FEET OR AS DESIGNATED BY THE ENGINEER. ① SHALL BE A MINIMUM OF ONE INCH IN DEPTH AND SHALL COINCIDE WITH SCORE MARKS. SCORE MARKS SHALL BE AT INTERVALS OF FIVE FEET, TO THE DEPTH OF 1/4 INCH. UPON APPROVAL OF ENGINEER, ① SCORE MARKS MAY MATCH EXISTING SCORE PATTERN OR THE IMMEDIATE VICINITY.
5. EXPANSION JOINTS WHERE APPLICABLE SHALL BE 1/2 INCH ASPHALTIC FELT COMPOUND AND SHALL GENERALLY BE AT LINES WHERE THE PAVEMENT SECTION CHANGES IN WIDTH OR DEPTH.
6. FINISH SHALL BE LIGHT BROOM AT RIGHT ANGLES TO THE CURB LINE.
7. EXISTING CONCRETE SHALL BE SAWCUT AT NEAREST SCORE MARK PRIOR TO REMOVAL.

Drawn By: David Funk 6-12-01

**CITY OF MANHATTAN BEACH
DEPARTMENT OF PUBLIC WORKS
STANDARD SIDEWALK**

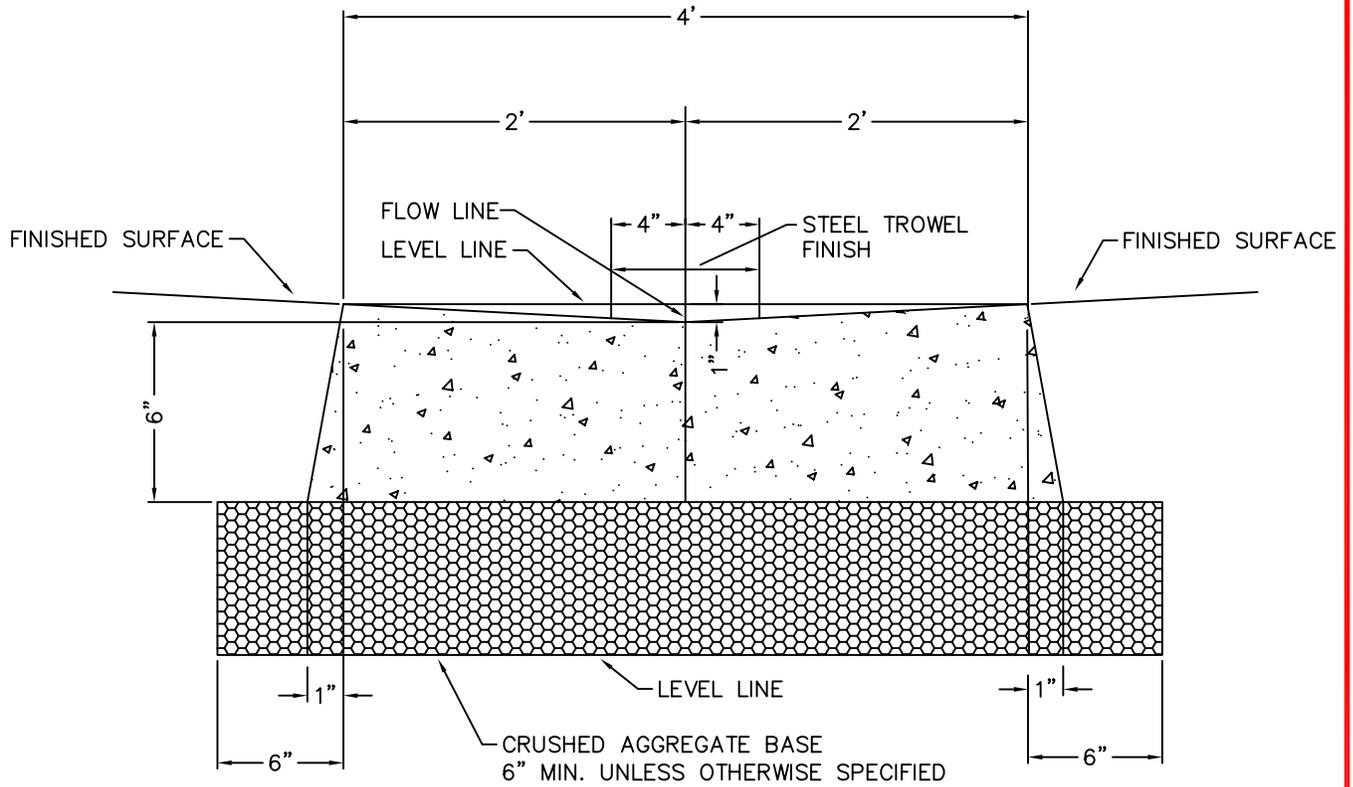
REVISIONS
① REMOVE THE WORD "CITY" FROM THE LINE CITY ENGINEER. NOTE - 1,3,&4 3-23-88

APPROVED BY:

CITY ENGINEER

DATE

ST-2



NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS COSTRUCTION, MOST RECENT EDITION, ALL SUPPLIMENTS THERTO AND TO THE SATISFACTION OF THE ENGINEER.
2. PORTLAND CEMENT CONCRETE SHALL BE 520 C-2500.
3. EXPANSION JOINTS WHERE APPLICABLE SHALL BE 1/2 INCH ASPHALTIC FELT COMPOUND.
4. FINISH SHALL BE LIGHT BROOM AND TROWEL SMOOTH FINISH FOR 4 INCHES OF FLOW LINE.
5. ANY CUT LESS THAN 8' IN LENGTH MUST HAVE PRIOR APPROVAL OF THE PUBLIC WORKS DEPARTMENT AND MUST BE DOWELED AT EACH END WITH 2-#4 DOWELS INTO EXISTING GUTTER WITH EPOXY (MIN. EMBED. = 6")

Drawn By: David Funk 6-12-01

CITY OF MANHATTAN BEACH
DEPARTMENT OF PUBLIC WORKS

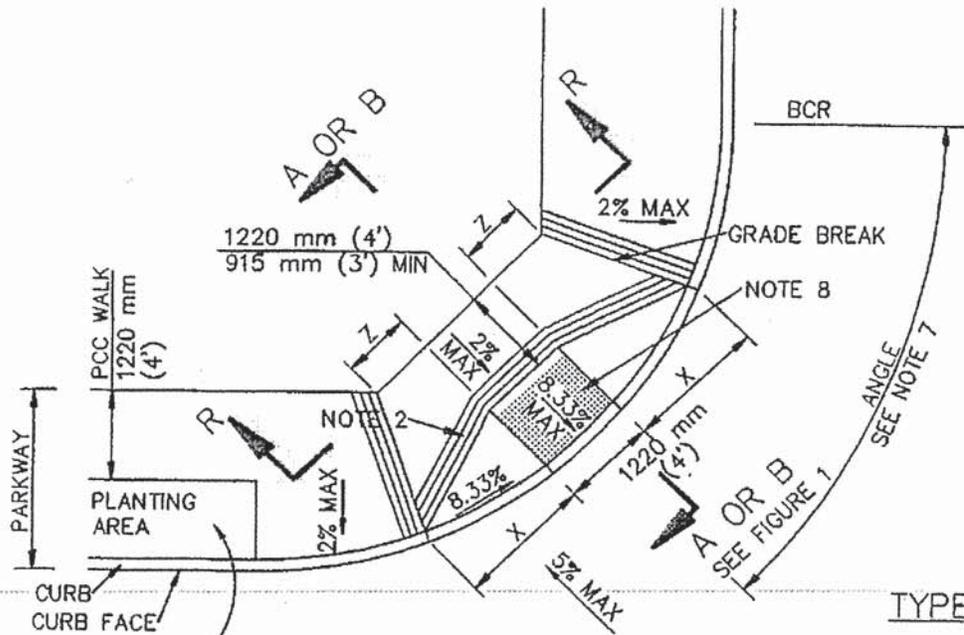
STANDARD CROSS-GUTTER

APPROVED BY:

CITY ENGINEER

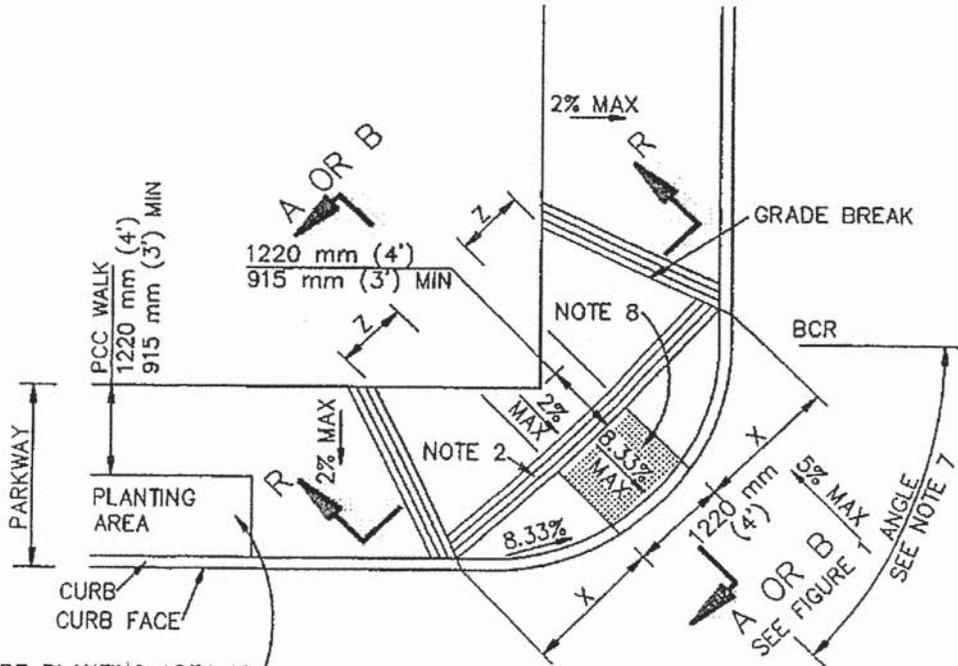
DATE

ST-12



WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

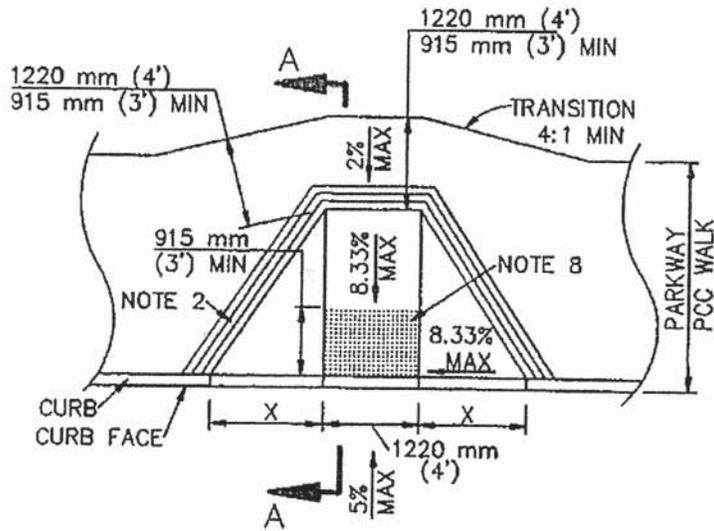
TYPE 3



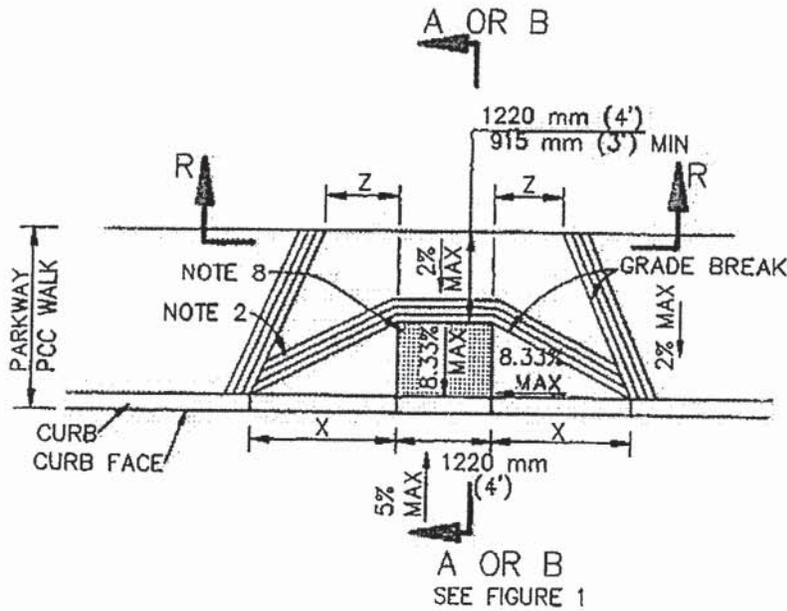
WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

TYPE 4

CASE A



TYPE 1



TYPE 2

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1992
REV. 1996, 2000, 2005

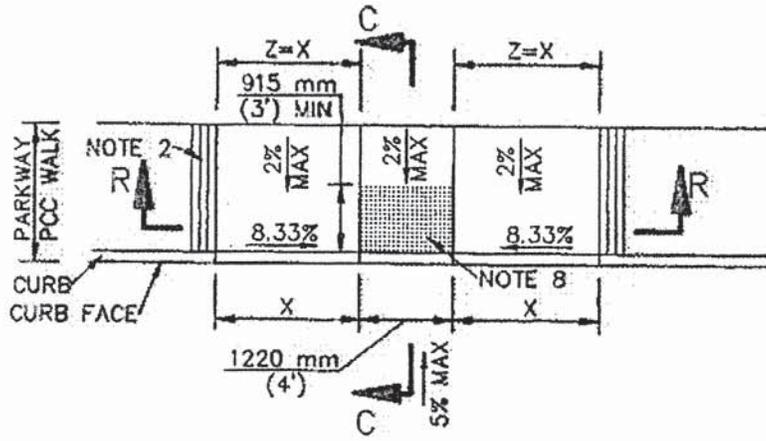
CURB RAMP

STANDARD PLAN
METRIC

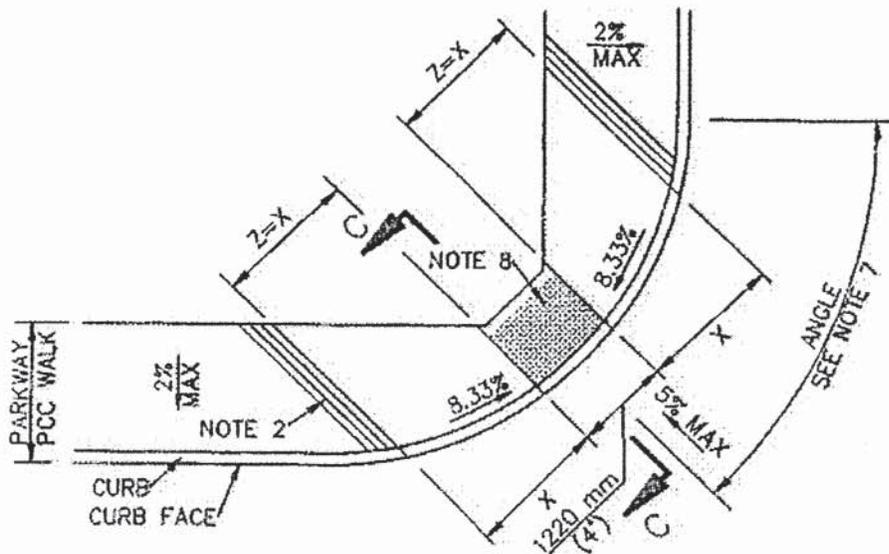
111-3

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 10

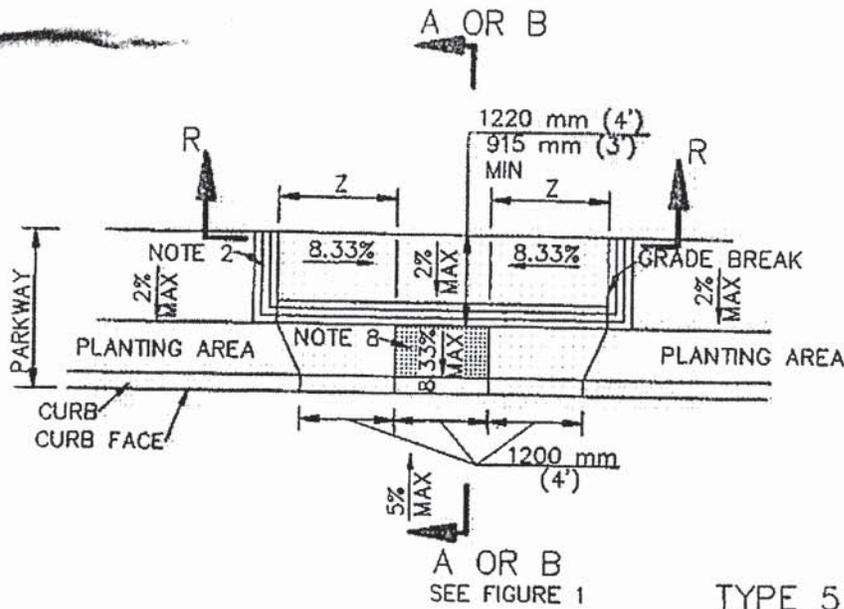


TYPE 1

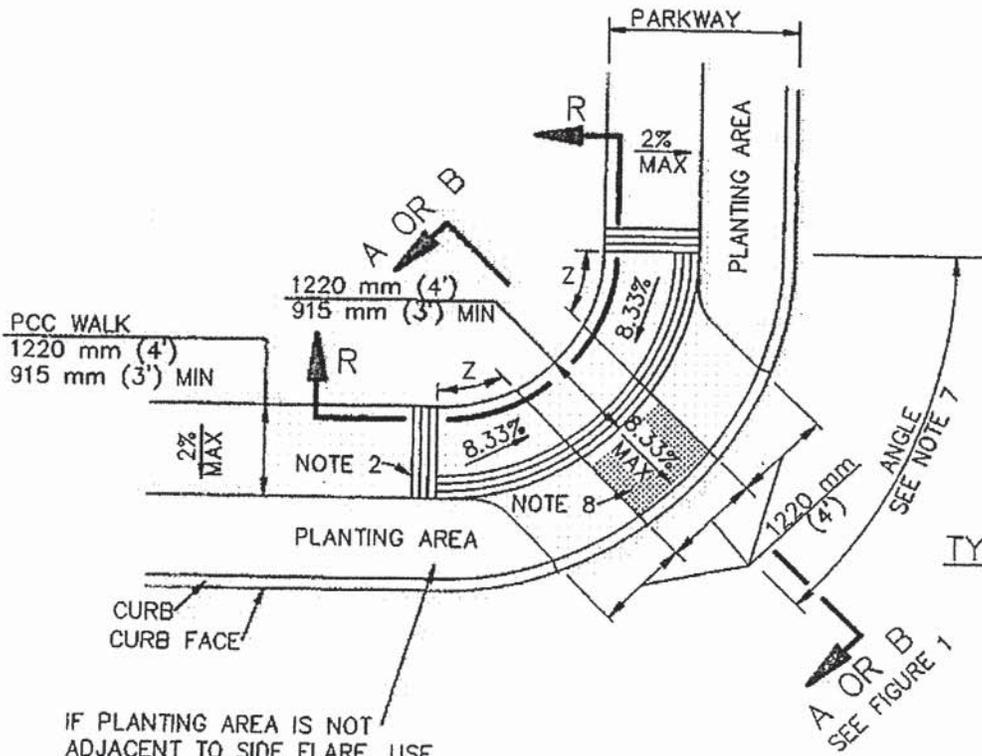


TYPE 2

CASE B



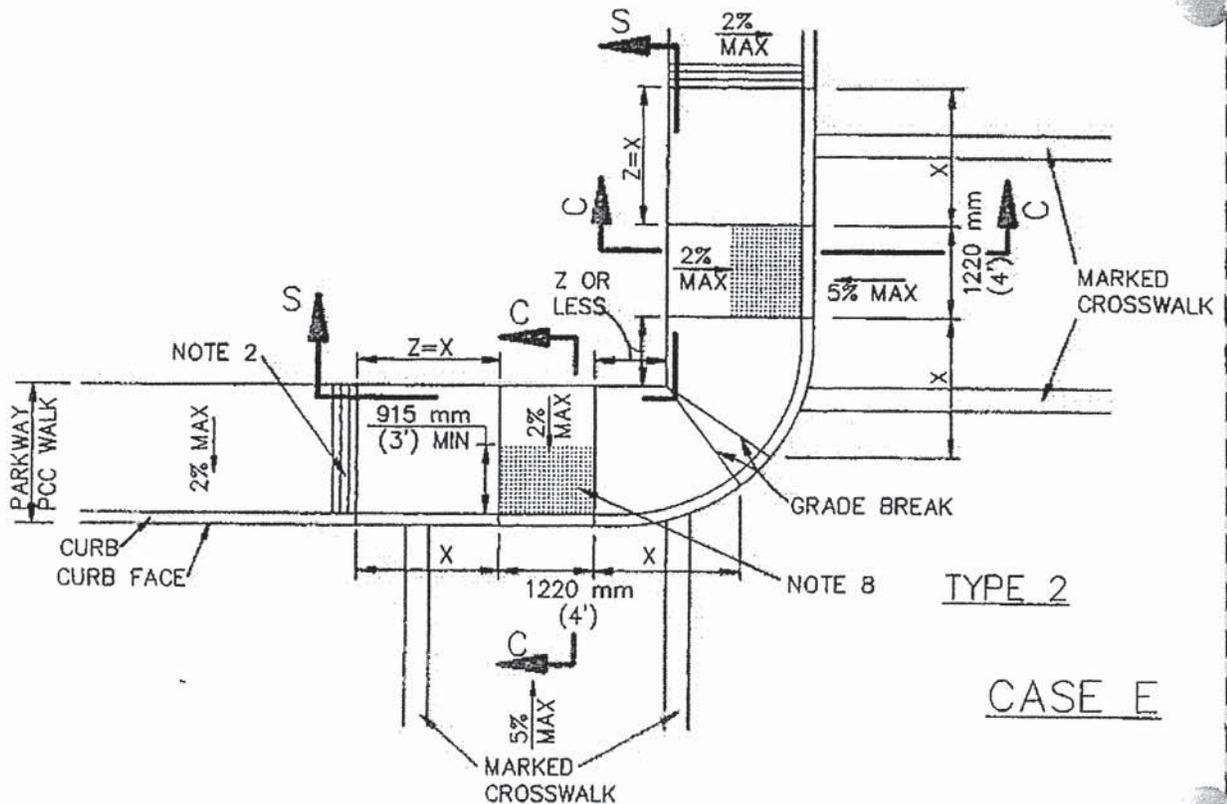
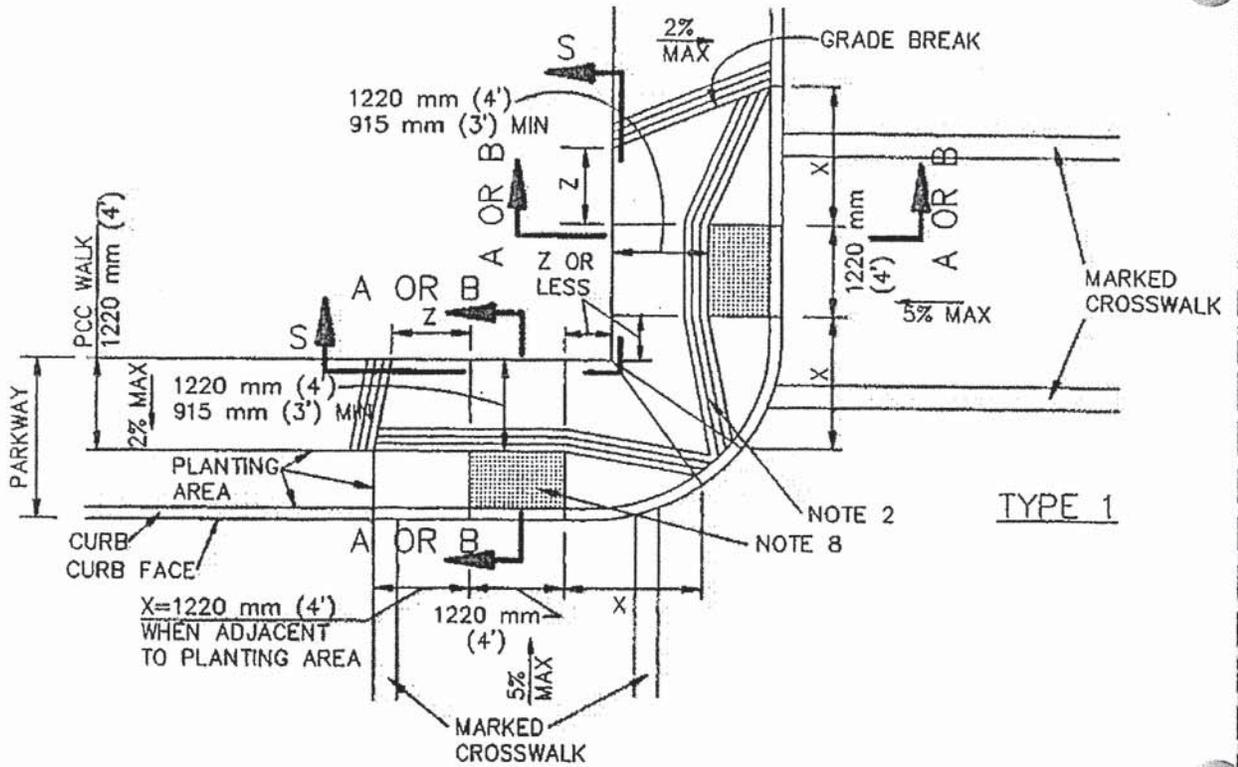
TYPE 5



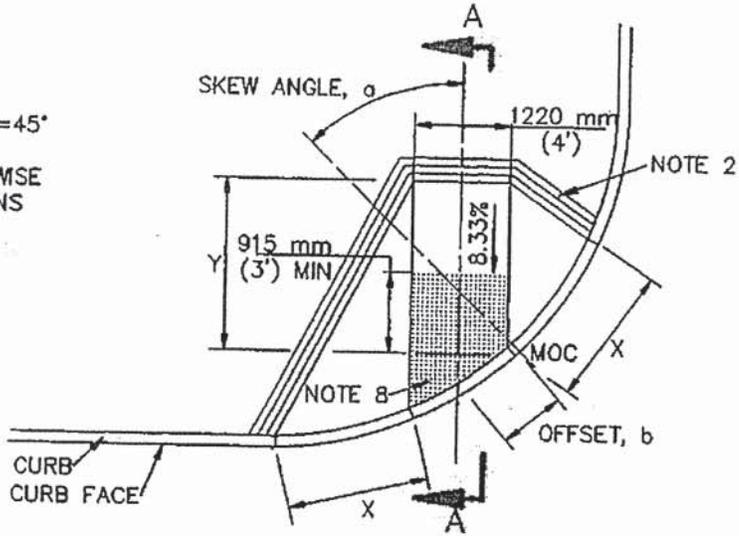
TYPE 6

IF PLANTING AREA IS NOT ADJACENT TO SIDE FLARE, USE "X" PER TABLE 2 FOR THAT FLARE

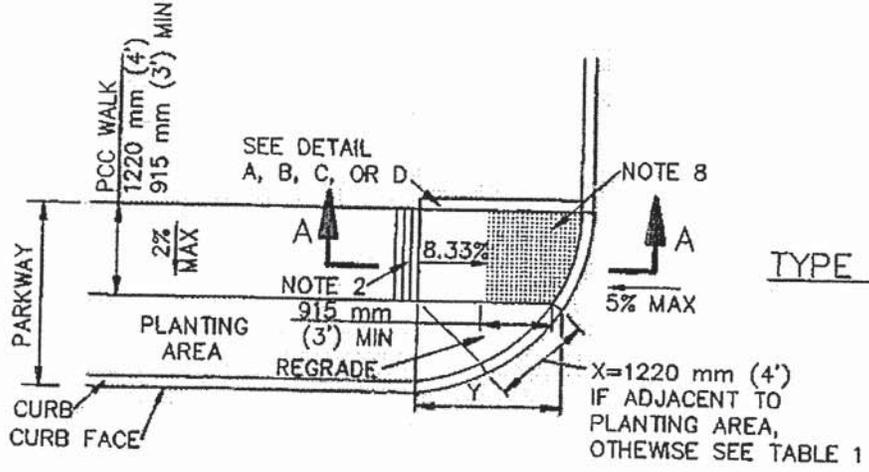
CASE A



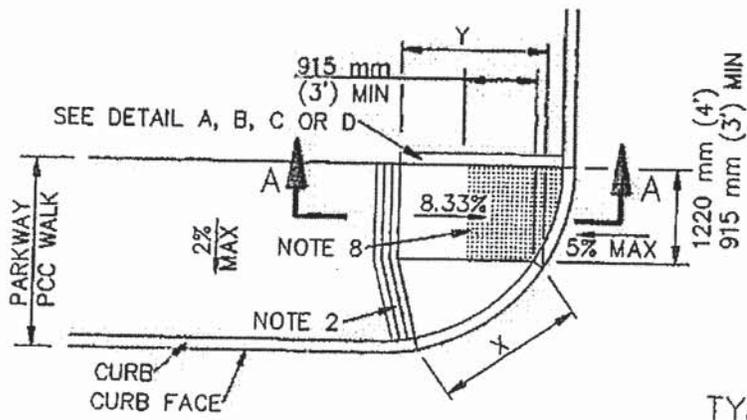
SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE
 NOTED ON PLANS



CASE C



TYPE 1



TYPE 2

CASE D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN
 METRIC

111-3

SHEET 5 OF 10

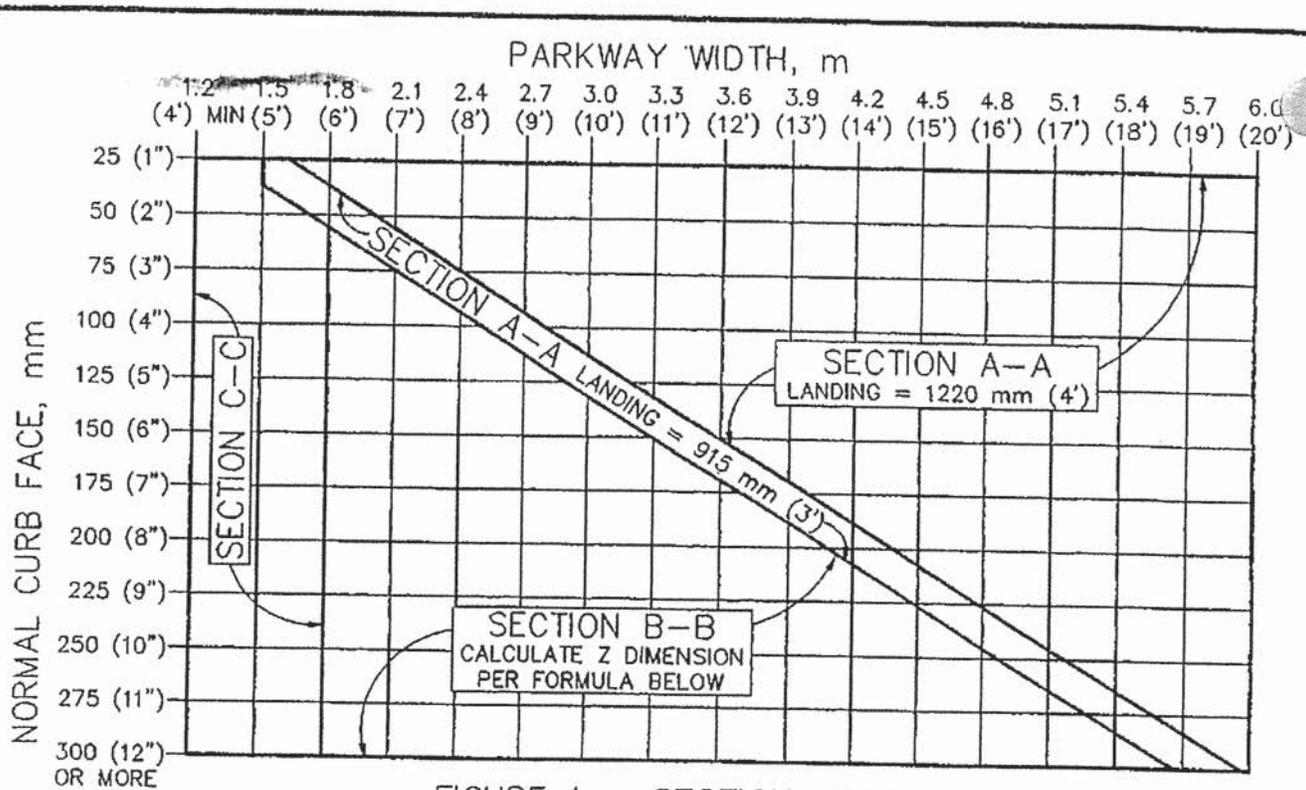


FIGURE 1 - SECTION USAGE

NORMAL CURB FACE, mm (INCHES)	X, mm (FT)	SECTION Y-Y Y, mm (FT)
50 (2")	1200 (4.00') MIN	790 (2.63')
75 (3")	1200 (4.00') MIN	1185 (3.95')
100 (4")	1200 (4.00')	1580 (5.26')
125 (5")	1500 (5.00')	1975 (6.58')
150 (6")	1800 (6.00')	2370 (7.90')
175 (7")	2100 (7.00')	2765 (9.21')
200 (8")	2400 (8.00')	3160 (10.53')
225 (9")	2700 (9.00')	3555 (11.84')
250 (10")	3000 (10.00')	3950 (13.16')
275 (11")	3300 (11.00')	4340 (14.47')
300 (12")	3600 (12.00')	4735 (15.79')

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH

L = LANDING WIDTH, 1220 mm (4') TYP, 915 mm (3') MIN

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

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

TABLE 1 SHOWS X FOR A FLARE SLOPE OF 8.33% AT THE CURB FACE. IF L IS 1220 mm (4') OR MORE, X MAY BE MULTIPLIED BY 0.833 FOR A MAXIMUM FLARE SLOPE OF 10% AT THE CURB FACE.

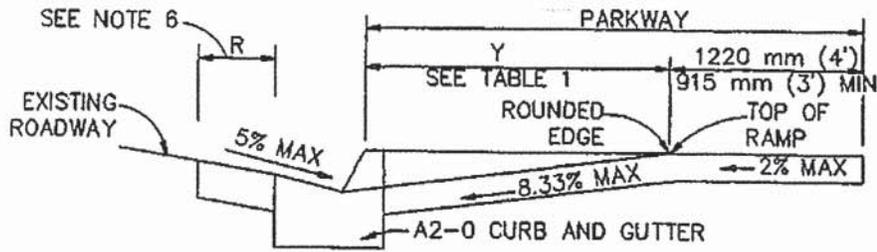
SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

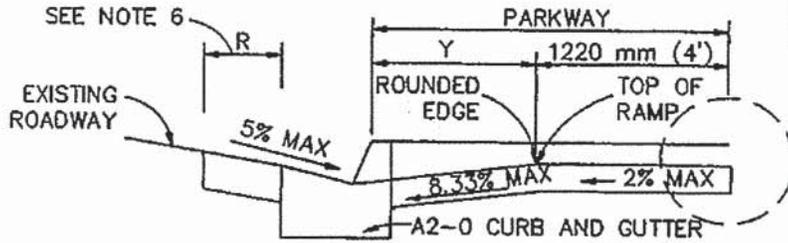
$$X = CF / 8.333\%$$

$$Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$$



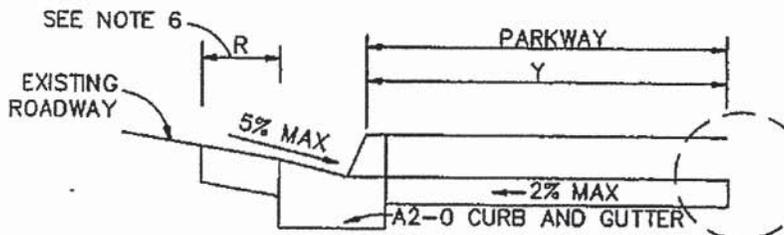
SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



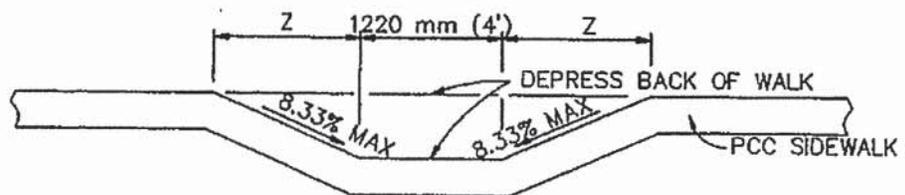
SECTION B-B

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.

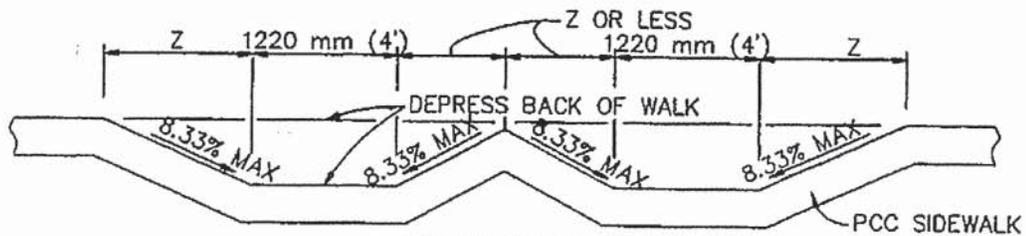


SECTION C-C

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.



SECTION R-R



SECTION S-S