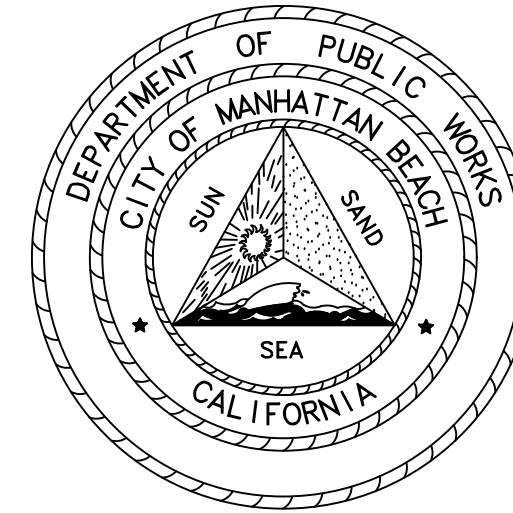


420 15th Street, Manhattan Beach, CA 90266



- PROJECT SITE



VICINITY MAP
NOT TO SCALE

INDEX OF DRAWINGS		
	SHEET NO.	SHEET TITLE
1	G-1.0	TITLE SHEET
2	A-101	PARTIAL FLOOR PLAN - LEVEL 1
3	A-102	PARTIAL FLOOR PLAN - LEVEL 1
4	A-103	PARTIAL FLOOR PLAN - LEVEL B1
5	A-104	PARTIAL FLOOR PLAN - LEVEL B1



LOCATION MAP
NOT TO SCALE

■ WORK SITE LOCATION

DECLARATION OF DESIGN ENGINEER OF RECORD

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES, AND I, THE ENGINEER, REMAIN FULLY CHARGE OF THE DESIGN OF THESE IMPROVEMENTS. I ASSUME FULL RESPONSIBLE CHARGE FOR EACH DESIGN. THE PLAN CHECK IS NOT A TERMINATION OF MY TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH CHECK DOES NOT, THEREFORE RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS. I ALSO HEREBY DECLARE THAT I HAVE COMPARED THESE PLANS WITH ALL APPLICABLE ADA TITLE II REQUIREMENTS FOR DISABILITY ACCESS FOR THIS PROJECT AND THESE PLANS ARE IN FULL COMPLIANCE WITH THOSE REQUIREMENTS.

PROFESSIONAL ENGINEER'S NOTE:

THE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY THE ENGINEER OF RECORD USING AVAILABLE RECORD PLANS AND MAPS AND BASED ON FIELD RECONNAISSANCE OF EXISTING CONDITIONS. KNOWN UTILITIES AND OWNERS OF OTHER STRUCTURES HAVE BEEN GIVEN WRITTEN NOTICE OF THE PROJECT. HOWEVER, THE ENGINEER OF RECORD AND CITY OF MANHATTAN BEACH ARE NOT RESPONSIBLE FOR THE TOTAL ACCURACY AND/OR CORRECTNESS OF THE SHOWN INFORMATION. THE CONTRACTOR, BY SIGNING THE CONSTRUCTION CONTRACT WITH THE CITY OF MANHATTAN BEACH, ASSUMES FULL RESPONSIBILITY FOR THE WORK AND ITS IMPACT ON THE EXISTING FACILITIES WHETHER SHOWN OR NOT ON THESE PLANS AND DESCRIBED IN THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE TO MAKE HIS OWN INVESTIGATION AND INSPECTION INCLUDING POTHOLING AND SUCH OTHER METHODS HE DEEMS NECESSARY TO ALLOW HIM TO PROCEED ON THE CONSTRUCTION OF THIS PROJECT IN COMPLIANCE WITH THE LAWS, ORDINANCES, REGULATIONS AND CITY STANDARDS APPLICABLE TO THE PROJECT, INCLUDING STATE SAFETY ORDERS AND PROCEDURES OF USA.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY SURVEYS REQUIRED TO ESTABLISH HORIZONTAL AND VERTICAL CONTROLS PRIOR TO AND DURING CONSTRUCTION, AND TO REPLACE DISTURBED OR COVERED EXISTING SURVEY MONUMENTS AT HIS EXPENSE. MONUMENT RESTORATION/REPLACEMENT TO BE RECORDED.

THE PLANS HAVE BEEN APPROVED BY THE MANHATTAN BEACH PUBLIC WORKS DIRECTOR.

Joe DeFrancesco

/23/26

INTERIM PUBLIC WORKS DIRECTOR
JOSEPH DEFRANCESCO

ATF

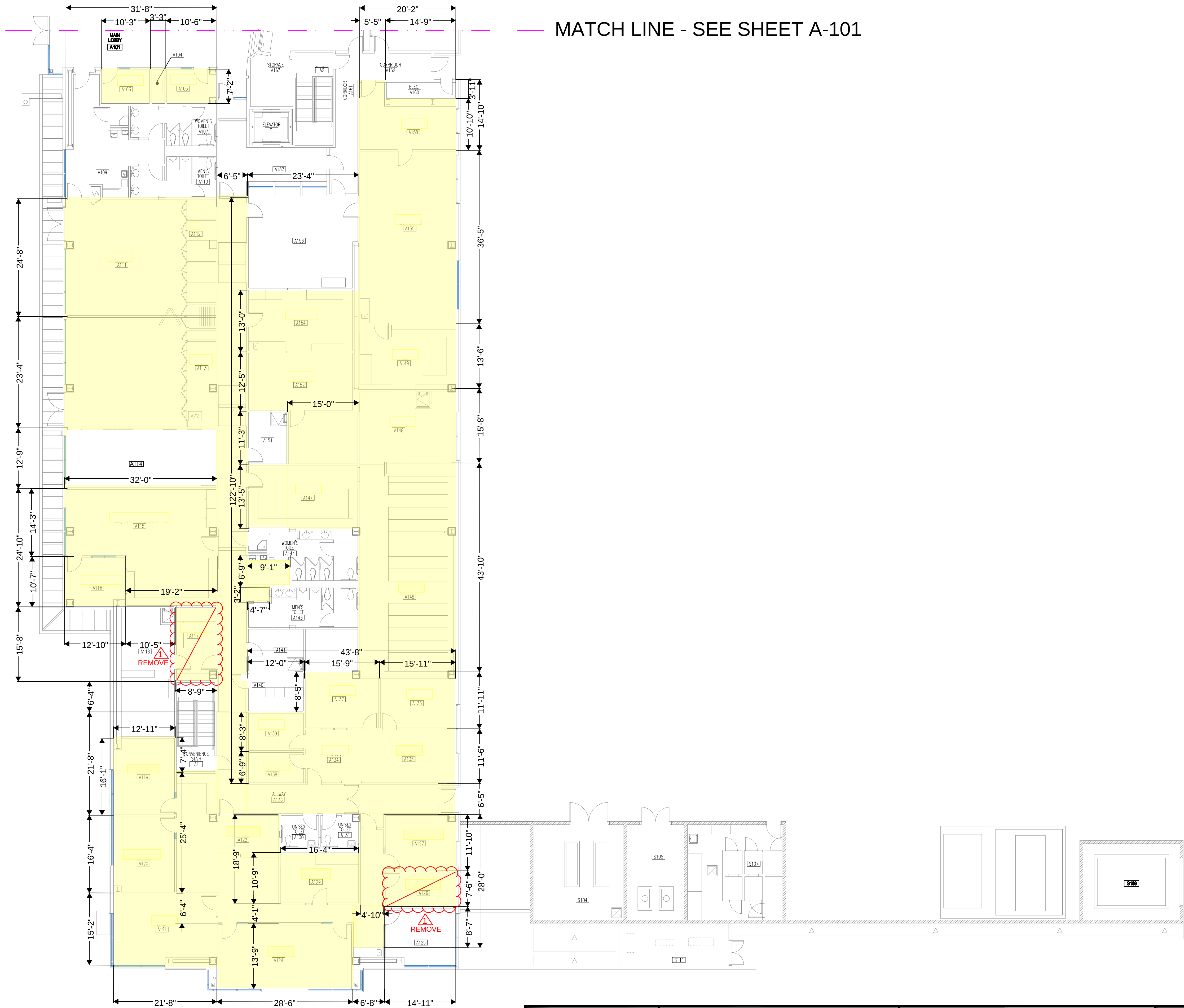
CITY OF MANHATTAN BEACH PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION												
REVISIONS				POLICE DEPARTMENT FLOORING REPLACEMENT								
NO.	DESCRIPTION	BY	DATE									
1	LAYOUT REVISIONS BCKT'S 18,20											
DATE				TITLE SHEET								
REFERENCES				REVIEWED BY <i>Kenneth Rosenfield</i> CONSULTANT PROJECT MANAGER KENNETH ROSENFELD			RECOMMENDED BY  CITY ENGINEER GILBERT GAMBOA, P.E.					
				3/27/26 DATE			4/24/2026 DATE					
							SCALE AS SHOWN		DATE 3-27-2026		SHEET NO. G1.0	
							SHEET 1 OF 5		DRAWING/PROJECT NO. D-956			



MATCH LINE - SEE SHEET A-102

[illegible]

MATCH LINE - SEE SHEET A-101



WORK LIMITS

NOTE:
DIMENSIONS ARE NOMINAL. VERIFY DIMENSIONS PRIOR TO ALL WORK.

CITY OF MANHATTAN BEACH			
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION			
POLICE DEPARTMENT FLOORING REPLACEMENT			
PARTIAL FLOOR PLAN - LEVEL 1			
REVISIONS		REVIEWED BY	
NO.	DESCRIPTION	BY	DATE
1	LAYOUT REVISIONS BCKRTS.18.20		
REFERENCES		RECOMMENDED BY	
		Kenneth Rosenfield	
		CONSULTANT PROJECT MANAGER	
		GILBERT GAMBOA, P.E.	
		DATE	
		3/27/26	
		DATE	
		3-27-2026	
		SHEET NO.	
		A-102	
		SCALE	
		3/32" = 1'-0"	
		SHEET	
		3 OF 5	
		DRAWING/PROJECT NO.	
		D-956	



Know what's below.
Call before you dig.

NO WORK SHALL BE DONE ON THIS SITE UNTIL USA AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE, TWO WORKING DAYS BEFORE YOU DIG.

SUPPLEMENTAL NOTES:

1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

2. DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.

3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE, CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

ENGINEER/ARCHITECT
OF RECORD STAMP



REVIEWED	BY	DATE

MATCH LINE - SEE SHEET A-104

811
Know what's below.
Call before you dig.

NO WORK SHALL BE DONE ON THIS SITE UNTIL USA AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE, TWO WORKING DAYS BEFORE YOU DIG.

SUPPLEMENTAL NOTES:

1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
2. DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.
3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS, SEE, CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

ENGINEER/ARCHITECT OF RECORD STAMP

REGISTERED PROFESSIONAL ENGINEER
GILBERT A. GANDORF
No. C61700
Exp. 6/30/27
CIVIL
STATE OF CALIFORNIA

NOTE:
DIMENSIONS ARE NOMINAL. VERIFY DIMENSIONS PRIOR TO ALL WORK.

CITY OF MANHATTAN BEACH PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION			
REVISIONS		POLICE DEPARTMENT FLOORING REPLACEMENT PARTIAL FLOOR PLAN - LEVEL B1	
NO.	DESCRIPTION	BY	DATE
1	LAYOUT REVISIONS	BCKMT	5.18.26
REFERENCES		REVIEWED BY 3/27/26 DATE RECOMMENDED BY 4/24/2026 DATE <i>Kenneth Rosenfield</i> CONSULTANT PROJECT MANAGER KENNETH ROSENFELD CITY ENGINEER GILBERT GAMBOA, P.E.	
		SCALE 3/32" = 1'-0" DATE 3-27-2026	
		SHEET 4 OF 5	DRAWING/PROJECT NO. D-956
		SHEET NO. A-103	

CITY OF MANHATTAN BEACH

BID DOCUMENTS

PROJECT NO. D-956

BID NUMBER E1308-26C

POLICE DEPARTMENT FLOORING REPLACEMENT

420 15th Street, Manhattan Beach, CA 90266

May 2026



**CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CA 90266**



PREPARED BY:
Kenneth Rosenfield
Consulting Project Manager

APPROVED BY:

Gilbert Gamboa, City Engineer

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**NOTICE INVITING BIDS
FOR
POLICE DEPARTMENT FLOORING REPLACEMENT [the “Project”]**

Project number: D-956 Bid Number: E1308-26C

NOTICE IS HEREBY GIVEN that the City of Manhattan Beach, California (“City”) invites sealed Bids for the Project. The City will receive **ELECTRONIC BIDS ONLY** up to 11:00 a.m. on June 1, 2026, at which time the **ELECTRONIC** bids will be opened and posted on OpenGov. The deadline to submit questions related to the bid documents is May 18, 2026, at 11:00 a.m.

Bids shall be received electronically only on the bid vendor portal accessible through the City of Manhattan Beach Public Works Department Bid Opportunities webpage at <https://www.manhattanbeach.gov/departments/public-works/bid-opportunities>. To submit your bid electronically and to review Bid tabulation results (“Bid Opening”), please visit the following link: <https://procurement.opengov.com/portal/citymb/projects/241316>

Contract Documents in PDF format (including City Special Provisions and Project Plans, but not including Standard Plans, Standard Specifications, or Reference Specifications) shall be obtained from the link/website above.

The Contract Documents must be viewed online; they cannot be purchased or mailed from City Hall. Bidders are solely responsible for on-time submission of their electronic bid. The City will only consider bids successfully transmitted and have issued an ebid confirmation number with a time stamp from the bid management system indicating that the bid is successfully submitted. Transmission of bids by any other means is not accepted. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the bidders to submit electronic bids successfully shall be at the bidders’ sole risk and no relief is given for late and/or improperly submitted bids. Bidders experiencing any technical difficulties with the bid submission process may submit a support ticket to OpenGov at support.opengov.com. Neither the City, nor the online bid portal, makes any guarantee as to the timely availability of assistance, or assurance that any given problem is resolved by the bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for 90 calendar days after the Bid opening date.

OpenGov Vendor Registration Instructions & Customer Service information:

Click here to register for OpenGov: <https://procurement.opengov.com/signup>

If you are already registered and need help logging in or retrieving your user information, please submit a ticket to OpenGov.

OpenGov Customer Service

For assistance with e-bidding or uploading documents: Contact OpenGov at <https://support.opengov.com>

SCOPE OF WORK. The Project includes, without limitation, at the Manhattan Beach Police Department building, 420 15th Street, Manhattan Beach, CA 90266, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to complete the

Project to the City's sole satisfaction, as more specifically described in the Contract Documents. The Work includes, but is not limited to, on a phased work basis as approved by City, temporary relocation of office furniture, removal and disposal of existing flooring in specified rooms, removal of glue, baseboards/coving and other debris to a clean surface, floor grinding or filling to a flat surface, sealing of all PCC flooring surfaces, glue down of city provided LVT planks, installation of Contractor supplied 4" and 6" wall base and door thresholds, restoration of office furniture and cleanup of all work areas. This Work performance is to be in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to perform and materials to be furnished are approximations only and is the basis for the comparison of

BIDS. Actual quantities of Work to perform may vary at the discretion of the City Engineer.

TIME OF COMPLETION. Time for completion of the Work is 60 total Working Days from the date specified in the Notice to Proceed to order materials and complete construction in every detail. Primary working hours shall be within the timeframe of 8:00 pm to 5:00 am, Sunday night to Friday morning, respectively. Working hours shall be adjusted as directed, if necessary, to meet Police Department operational functionality.

JOB WALK. A non-mandatory job walk will be offered to registered Bidders on Wednesday, May 13, 2026, beginning at 10:00 am at the Manhattan Beach Police Department building, 420 15th Street, Manhattan Beach, CA 90266. **A single individual from each Bidder may attend the job walk. All individuals attending the job walk will be required to provide identification suitable to the Manhattan Beach Police Department to receive a visitor badge. Photographs will not be allowed to be taken within private unauthorized areas.**

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent of the total Bid submitted and expressly stated in dollars and cents. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price, as well as a warranty or maintenance Bond that is valid for one year from Project acceptance in the amount of ten percent of the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within ten calendar days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent

provided by law.

LICENSES. Each Bidder shall possess a valid Class B, or combination of Class C, Contractor's license(s) issued by the California State Contractors License Board as appropriate to perform the work at the time of the Bid submission.

RETENTION SUBSTITUTION. Five percent of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300 and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

By: 

Gilbert Gamboa, City Engineer

4/24/2026

Date

INSTRUCTIONS TO BIDDERS

FORM OF BID. The following shall be submitted using the City of Manhattan Beach Public Works Department Bid Opportunities webpage link to the online bid portal at <https://www.manhattanbeach.gov/departments/public-works/bid-opportunities>.

Online webform via online portal:

1. Online Completed Bid Schedule
2. Online Acceptance of Addenda (if any)
3. Online Completed Subcontractor Designation Form

In addition, each Bidder must scan and submit the following documents with its electronic bid on the City's Bid Forms. (The forms listed below can be downloaded separately on the online bid portal, except as noted).

1. Completed and Signed Contractor's Statement
2. Completed References Form
3. Completed, Signed, and Notarized Bid Bond or Other Security Form
4. Signed Noncollusion Declaration Form
5. Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder (Bidder provided document)

Any Bid not accompanied by a Contractor's Statement completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury may be deemed non-responsive and rejected. If the City determines that any information provided by a Bidder in the Contractor's Statement is false or misleading, or is so incomplete as to be false or misleading, the City may reject the Bid submitted by such Bidder as being non-responsive.

DELIVERY OF BIDS. The Bid shall be delivered by the time and date specified in the Notice Inviting Bid, through the City of Manhattan Beach Public Works Department Bid Opportunities webpage link to the online bid portal at <https://www.manhattanbeach.gov/departments/public-works/bid-opportunities>. Paper copies will not be accepted. Bidders are solely responsible for ensuring that their Bids are received in proper time. Accepted Bids shall become the property of the City.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for 90 Days after the Bid opening date.

BIDDER'S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as

principal and an admitted surety insurer as Surety, in an amount not less than ten percent of the amount set forth in the Bid and expressly stated in dollars and cents. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within ten calendar days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. Each Bidder shall register to become a Registered Bidder via the City of Manhattan Beach Public Works Department Bid Opportunities webpage link to the online bid portal at <https://www.citymb.info/departments/public-works/bid-opportunities>. Addenda, if any, shall be issued via email through the online bid vendor portal. It is the Contractor's responsibility to ensure the email address utilized in the online bid vendor portal is current and accurate and it is further the Contractor's responsibility to actively check the Portal and email for the issuance of Addenda. Bidders are responsible for ensuring that they have received any and all Addenda. It is the Bidder's responsibility to actively check the online bid vendor portal for Addenda or bulletin updates. Each Bidder is responsible for verifying that it has received all Addenda issued. Bidders must acknowledge receipt of all Addenda, if any. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

DISCREPANCIES IN BIDS. Each Bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "extended amount" column, then the amount set forth in the "extended amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "extended amount" column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the

performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. The Bidder, at its sole cost and expense, is required to carefully examine the Contract Documents and the Project site photographs and Plans to become fully acquainted with the conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the site photographs or plans shall not relieve such Bidder from any obligation relating to the Bid, the Contract, or the Work required under the Contract Documents. The City assumes no responsibility or liability to any Bidder for, nor shall the City be bound by, any understandings, oral representations or oral agreements of the City's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract. By submitting a Bid, Bidder represents: (1) that Bidder has read and understands the Contract Documents; (2) the Bid is made in compliance with the Contract Documents and is based upon the labor, materials, equipment, and systems required by the Contract Documents; (3) that Bidder understands that all labor, materials, equipment, and systems to be furnished for the Work shall be furnished for the prices bid; (4) that it is familiar with the Project site, familiarized itself with the local conditions under which the Work is to be performed; (5) that it is fully experienced, qualified and competent to perform the Work set forth in the Contract Documents; (6) that it shall not damage or endanger and shall preserve and protect adjacent properties; (7) that it is properly equipped, organized, and financed to perform the Work; (8) that it is properly permitted and licensed by the California Contractors State Licensing Board to perform the Work; (9) that it has familiarized itself with all conditions bearing upon transportation, disposal, handling, and storage of materials; (10) that it has familiarized itself with the availability of labor, water, electric power, and roads; (11) that it has familiarized itself with uncertainties of weather, or similar physical conditions at the Project site; (12) that it has familiarized itself with the character of equipment and facilities needed preliminary to and during performance of the Work; (13) that it has familiarized itself with the staging and material storage constraints of the Project site and surrounding buildings and will confine its staging and storage operations to approved areas; and (14) that it will coordinate its construction activities with the other contractors performing work on the Project site, if any, including, but not limited to, any separate contractor retained by the City.

No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

The omission of any portion or item of Work from the Bid that is reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal

or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

RETURN OF BID SECURITY. The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed 90 Days after the successful Bidder has signed the Contract.

AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within 90 calendar Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

DETERMINATION OF LOWEST BIDDER IF ADDITIVE OR DEDUCTIVE ITEMS. In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined by comparing the total Bid price of all Base Bid Items and Additive Alternate Bid Items, using the Engineer's estimate of quantities for the Work as set forth in the Bidder's Proposal. The amount of the contract award will be based on the available budget for the project. It may be only for the Base Bid or if the budget allows, include Additive Bid Items. In the event that any or all of the Alternate Bid Items are not awarded as part of the Contract, the City reserves the right to add any or all of the Alternate Bid Items by Change Order or Construction Change Directive at the prices set forth in the Bid.

TRENCHING. If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet deep or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by the City in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

LISTING SUBCONTRACTORS. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*).

WORK OF SUBCONTRACTORS. All Bidders are encouraged to disseminate all of the Specifications, Drawings, and other Contract Documents to all persons or entities submitting sub-bids to the Bidder.

INELIGIBLE SUBCONTRACTORS. The successful Bidder is prohibited from performing Work on the Project with any Subcontractor who is ineligible to perform work on a public works project pursuant to Sections 1777.1 or 1777.7 of the California Labor Code. By submitting a Bid, each Bidder certifies that it has investigated the eligibility of each and every listed Subcontractor and has determined that none is ineligible to perform Work pursuant to the Labor Code.

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents within ten calendar days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all Insurance and Bonds as herein specified, and provide copies to the City, within ten calendar days

from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, the City may declare the Bidder's security forfeited to the extent permitted by law, and the City may award the Contract to the next lowest responsible Bidder or may reject all bids.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom.

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of, and the City approves of, all required Insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials. Where a Contractor has entered into an agreement with a Professional Employment Organization (PEO) to provide human resources, workers' compensation insurance, or other benefits to the Contractor's employees, the Contractor must also submit the agreement with the PEO for review by the City.

TELEPHONES. Bidders are hereby notified that the City will not provide telephones for their use at the time of Bid submission.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the City Engineer a written request for an interpretation or correction not later than the date specified in the Notice Inviting Bids. Requests for clarification received after this date will be disregarded. Please indicate the Project and identification number in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than ten calendar days after the award of contract. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

PROTESTS. Any protest of the award of a bid must be submitted in accordance with the provisions of the City of Manhattan Beach Public Works Department Bid Protest Procedure Policy 2020-1, available on the City of Manhattan Beach Public Works Department Bid Opportunities webpage at <https://www.manhattanbeach.gov/departments/public-works/bid-opportunities>.

PROJECT SITE ACCESS REQUIREMENTS. The Work to be performed is within the Manhattan Beach Police Department Building which is a secure access controlled site operating on a 24-

hour, 7-day per week basis. The Contractor's Staff shall be required to provide approved government identification documents, a current Real ID Driver's License and/or a US Passport, and pass a Live Scan Background Check, a process of collecting an individual's digital fingerprints and using them for a criminal background check, prior to gaining access to the worksite. Additionally, all Contractor's Staff shall be run for active Warrants. Contractor shall incur all costs for the Live Scan Background Check.

CONTRACTOR'S PERSONNEL. Contractor's personnel shall check in at the front desk every day of work, wear identification badges at all times during the onsite Work and shall not access any locations of the Work without a City escort being present. Limited parking spaces will be provided within the City Hall surface parking lot, subject to availability. Contractor's Personnel shall carpool to limit the number of vehicles at any one time. No onsite storage in the parking lot shall be allowed.

NON-MANDATORY JOB WALK. A non-mandatory job walk will be offered to registered Bidders at the date and time so stated in the Notice Inviting Bids at the Manhattan Beach Police Department building, 420 15th Street, Manhattan Beach, CA 90266. A single individual from each Bidder may attend the job walk. All individuals attending the job walk will be required to provide identification suitable to the Manhattan Beach Police Department and receive a visitor badge.

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

Online webform via online portal:

1. Online Completed Bid Schedule
2. Online Acceptance of Addenda (if any)
3. Online Completed Subcontractor Designation Form

Scanned copy submitted as attachment via online portal:

1. Completed and Signed Contractor's Statement
2. Completed References Form
3. Completed, Signed, and Notarized Bid Bond or Other Security Form
4. Signed Noncollusion Declaration Form
5. Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

CITY OF MANHATTAN BEACH
BID SCHEDULE FOR
PROJECT NO. D-956
POLICE DEPARTMENT FLOORING REPLACEMENT (“Project”)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MANHATTAN BEACH:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Manhattan Beach to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

This Bid is made with the full knowledge of the kind, quantity, and quality of the materials and Work required and, if it is accepted by the City, the Bidder shall enter into a Contract and furnish the bonds, insurance, and other documents as required by the Contract Documents within ten calendar days after award of the Contract. The Bidder agrees that failure to execute and return the Contract or the required faithful performance bond, labor and materials payment bond, warranty bond, and insurance certificates to the City within the ten calendar day period shall be sufficient cause for the rescission of the award and forfeiture of the Bid Security to the City to the extent permitted by law.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within ten calendar days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

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CITY OF MANHATTAN BEACH

BID SCHEDULE FOR

**PROJECT NO. D-956
POLICE DEPARTMENT FLOORING REPLACEMENT ("Project")**

Bidder's Name: _____

Bidder's Address: _____

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BID SCHEDULE:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1	Clearing and Grubbing including Mobilization and Demobilization (shall not exceed 5% of the subtotal of all other bid items)	LS	1 per % complete	\$	\$
2	Relocate Office Furniture and perform all removals -Temporary relocation and return of office furniture on a phased basis, removal of all existing flooring, glue and baseboards/coving in designated areas to a clean surface.	LS	1 per % complete	\$	\$
3	Grinding and filling floor surfaces to a level plane, moisture testing and waterproof sealing of all concrete.	LS	1 per % complete	\$	\$
4	Install City provided LVT flooring on a phased basis in designated areas with Contractor supplied glue/adhesive, per manufacturer's recommendation.	SF	18,750	\$	\$
5	Install Finishes – Install Contractor supplied door thresholds, reducers, 4" Rubber Base under cabinets and 6" Rubber Base at all wall locations.	LS	1 per % complete	\$	\$

TOTAL BID PRICE IN DIGITS: \$ _____

TOTAL BID PRICE IN WORDS: _____

PRICE TABLES

BASE BID SCHEDULE

Line Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	Total	Code
1	Clearing and Grubbing including Mobilization and Demobilization (shall not exceed 5% of the subtotal of all other bid items).	1	LS	\$13,094.24	\$13,094.24	%
2	Relocate Office Furniture and perform all removals - Temporary relocation and return of office furniture on a phased basis, removal of all existing flooring, glue and baseboards/coving in designated areas to a clean surface.	1	LS	\$26,100.74	\$26,100.74	%
3	Grinding and filling floor surfaces to a level plane, moisture testing and waterproof sealing of all concrete.	1	LS	\$21,015.12	\$21,015.12	%
4	Install City provided LVT flooring on a phased basis in designated areas with Contractor supplied glue/adhesive, per manufacturer's recommendation.	18,500	SF	\$10.94	\$202,390.00	
5	Install Finishes - Install Contractor supplied door thresholds, reducers, stair end caps, 4" Rubber Base under cabinets, and 6" Rubber Base at all wall locations.	1	LS	\$12,379.00	\$12,379.00	%
TOTAL					\$274,979.10	

The undersigned certifies to have a minimum of three consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 1119041, Class B, which expires on 04/30/2028.

Artem Latushkin

Managing Member

06/01/2026

Name

Title

Date

Signature

BID FORM NOTES:

- 1) In the UNIT column (LS) denotes a lump sum item. See Section 9 of the General Provisions for details.
- 2) Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) items. For lump sum items, see Note 1. The Bid Price shall include, but not limited to, sales tax and all other applicable taxes and fees.
- 3) Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

CONTINUED NEXT PAGE

BIDDER'S PROPOSAL – CONTRACTOR'S STATEMENT

POLICE DEPARTMENT FLOORING REPLACEMENT

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: Kubus LLC
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
- (3) Business Address: 1822 Red Sage Irvine CA 92618
- (4) Telephone: 4245357978 Email: 1@kubuska.com
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: LLC
- (6) Corporation organized under the laws of the State of: California
- (7) California State Contractor's License Number and Class: #1119041 General B
Original Date Issued: Expiration Date: 04/30/2028
- (8) DIR Contractor Registration Number: 2000016606
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
Dzmitry Harbachou - Project Manager
- (10) Number of years' experience the company has as a contractor in construction work: 3
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this Bid:
Artem Latushkin 1822 Red Sage Irvine CA 92618 (424)5357978
- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:
Kubus Construction

- (13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

Not applicable

- (14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

Not applicable

- b. Briefly summarize the parties' claims and defenses:

Not applicable

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

Not applicable

- (15) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

Not applicable

- (16) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

Not applicable

- (17) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

Not applicable

- (18) For projects that the company or any principal having an interest in this Bid has been involved with in the last five years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any agency or individual? Circle one: Yes ☐ No ☒
- d. By any outside agency or individual for labor compliance?
Circle one: Yes ☐ No ☒
- e. By Subcontractors? Circle one: Yes ☐ No ☒
- f. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

- (19) Has the company or any of its principals ever been debarred by any agencies? Is yes, please explain.

Not applicable

CONTINUED NEXT PAGE

For all public agency projects in excess of \$15,000.00 that you are currently working on or have worked on in the past two years, provide the following information:

Project 1 Name/Number Drinkit Coffeeshop

Project Description Commercial Tenant Improvement

Approximate Construction Dates From: 09/15/2025 To: 01/15/2026

Agency Name: ~~QSR EXPLORERS DBA DRINKIT~~

Contact Person: Iliya Farafonov **Telephone:** 747-270-7813

Address: 8424 SANTA MONICA BLVD UNIT C WEST HOLLYWOOD CA 90069

Original Contract Amount: \$200,000 **Final Contract Amount:** \$ 200,000

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did any individual file any claims against you or any Subcontractor? Circle one: Yes ☒ No

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number Miracle Coffee & Breakfast

Project Description Commercial Tenant Improvement

Approximate Construction Date From: 08/08/2024 To: 02/15/2025

Agency Name: Private Commercial Client

Contact Person: Dariia Kuznetsova **Telephone:** 949-903-5457

Address: 6837 Warner Ave, Huntington Beach, CA 92647

Original Contract Amount: \$ 150,000 **Final Contract Amount:** \$ 150,000

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did any individual file any claims against you or any Subcontractor? Circle one: Yes ☐ No ☒

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number Church Residential Facility Renovation

Project Description Residential Renovation and Interior Improvements

Approximate Construction Dates From: 06/2024 To: 08/2024

Agency Name: Private Institutional

Contact Person: Enosh Cohen **Telephone:** 949-501-5195

Address: 1 Wellesley, Irvine, CA 92612

Original Contract Amount: \$ \$45,000 **Final Contract Amount:** \$ \$45,000

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did any individual file any claims against you or any Subcontractor? Circle one: Yes ☐ No ☒

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number Dreamland Bobashop

Project Description Commercial Tenant Improvement

Approximate Construction Dates From: 05/2026 To: 08/2026

Agency Name: Private Commercial Client

Contact Person: Marina Mayers Telephone: 3108800137

Address: 1281 E La Habra Blvd Unit 6 La Habra CA 90631

Original Contract Amount: \$ 104,015 Final Contract Amount: \$ 104,015

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did any individual file any claims against you or any Subcontractor? Circle one: Yes ☒ No

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number Red Shift Coffee Roaster

Project Description Commercial Tenant Improvement

Approximate Construction Dates From: 06/2026 To: 07/2026

Agency Name: Private Commercial Client

Contact Person: Vitaly Yakovlev Telephone: 9494135453

Address: 22342 El Paseo Rancho Santa Margarita CA 92688

Original Contract Amount: \$ 19950 Final Contract Amount: \$ 19950

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did any individual file any claims against you or any Subcontractor? Circle one: Yes ☒ No

Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

Urban Runoff Certification. The Bidder certifies to the City that he/she has trained his/her employees and Subcontractors, if any, for Urban Runoff management and has included sufficient sums in the Bid Price to cover such costs of training as stipulated in the most current Regional Water Quality Control Board requirements, including the Municipal Separate Storm Sewer System National Pollutant Discharge Elimination System (NPDES) Permit. The Contractor is responsible for all clean up and payment of all fines levied as a result of any illegal discharge (as defined in NPDES permit) occurring as a result of the Contractor's Work and/or operations.

I, the undersigned, certify and declare that I have read all the foregoing answers to the Bidder's Proposal – Contractor's Statement and know their contents. The matters stated in the Bidder's Proposal – Contractor's Statement answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

BIDDER: Kubus LLC

Signature: 

Name: Artem Latushkin

Title: Managing Member

Date: 06/01/2026

Signature: _____

Name: _____

Title: _____

Date: _____

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

POLICE DEPARTMENT FLOORING REPLACEMENT

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's total Bid or \$10,000.00, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

12100-0001\2654178v1.doc
City of MB Form

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Autorization.pdf

5. Designation of Subcontractors*

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's total Bid or \$10,000.00, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)

Not applicable. Work will be performed without subcontracts.

6. Addendum No. 1*

Please upload signed Addendum No. 1 here:

(Addendum No. 1 found in the Addenda section)

E1308-26C_Police_Department_Flooring_Replacement_Project_Addendum_1.pdf

Bond No. _____

BID BOND

POLICE DEPARTMENT FLOORING REPLACEMENT

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("City"), has issued an invitation for Bids for the Work described as follows: Police Department Flooring Replacement

WHEREAS Kubus LLC - 1822 Red Sage Irvine, CA 92618
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____

Merchants National Indemnity Company - 6700 Westown Parkway West Des Moines, IA 5026
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Ten percent of the bid amount Dollars (\$ 10%), being not less than ten percent of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 01, 2026

"Principal"

Name: Kubus LLC

Address: 1822 Red Sage

Irvine, CA 92618

Telephone No.: (424) 535-7978

Signature: [Signature]

Print Name: Artem Katishkin

Title: Managing Member

Date: 06/01/2026

Signature: _____

Print Name: _____

Title: _____

Date: _____

"Surety"

Company Name: Merchants National Indemnity Company

Address: 6700 Westown Parkway

West Des Moines, IA 50266

Telephone No.: (800) 678-8171

Signature: [Signature]

Print Name: Mingchen Chi

Title: Attorney-in-Fact

Date: June 01, 2026



NOTE: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Pennsylvania
County of Northampton

On 1st June 2026 before me, Israfel Mateo Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

Notarized remotely online using communication technology via Proof.

Commonwealth of Pennsylvania - Notary Seal
Israfel Mateo, Notary Public
Northampton County
My commission expires May 9, 2028
Commission Number 1446352

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jason Rouse; Mingchen Chi; Yong Jia Xiao

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of May, 2026.

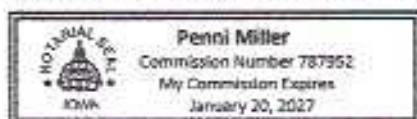


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of May, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY, and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sanderfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of June, 2026.



Elisabeth Sanderfeld
Secretary

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

POLICE DEPARTMENT FLOORING REPLACEMENT

The undersigned declares:

I am the Managing Member of Kubus LLC, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 05/31/2026 [date], at the City of Irvine [city], California [state].

Signature: 

Printed Name: Artem Latushkin

Date: 05/31/2026

Signature: _____

Printed Name: _____

Date: _____

ADDENDA ACKNOWLEDGMENT FORM

POLICE DEPARTMENT FLOORING REPLACEMENT

Bidder's Name: _____

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.



**CITY OF MANHATTAN BEACH PUBLIC WORKS
ENGINEERING DIVISION**

3621 Bell Avenue, Manhattan Beach, CA 90266

WEBSITE: www.manhattanbeach.gov **PHONE:** (310) 802-5353 **FAX:** (310) 802-5351 **TDD:** (310) 546-3501

**CITY OF MANHATTAN BEACH
ADDENDUM NO. 1**

POLICE DEPARTMENT FLOORING REPLACEMENT

This Addendum shall take precedence over any conflicting information contained in the Invitation to Bid for the Police Department Flooring Replacement (Bid Number: E1308-26C). Bid submissions shall incorporate the information contained in this Addendum, conform to all of the instructions contained herein in the bid preparation, and shall sign and submit this Addendum as a portion of the Contractor's Bid as an indication of understanding and compliance with this Addendum.

Please note the following revisions and clarification to the Bid Documents.

1. PLAN SET

The Construction Plan Set is hereby replaced with an updated set as clouded for clarification on room and area deletions, additions, and callout for stair end caps to be supplied by the Contractor. Please refer to the updated plan set (Revision 1) attached to this Addendum No. 1.

2. BID SCHEDULE

Due to the room and area deletions, additions, and callout of stair end caps to be supplied by the Contractor per the revised plan set, items 4 and 5 of the Bid Schedule on page B-2 of the Bid Documents, as well as, the OpenGov line items are hereby changed to the following:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
4	Install City provided LVT flooring on a phased basis in designated areas with Contractor supplied glue/adhesive, per manufacturer's recommendation.	SF	18,500	\$	\$
5	Install Finishes – Install Contractor supplied door thresholds, reducers, stair end caps, 4" Rubber Base under cabinets and 6" Rubber Base at all wall locations.	LS	1 per % complete	\$	\$

3. TECHNICAL PROVISIONS

For clarification on inclusion of stair end caps, Technical Provisions Part 4 Bid Item Descriptions and Requirements to Install Finishes shall be updated to:

5. Install Finishes shall include installation of Contractor supplied door thresholds, reducers, stair end caps, 4" Rubber Base under cabinets and 6" Rubber Base at all wall locations and shall be paid on a percentage complete basis of the Lump Sum Price Bid including all labor, materials and equipment, and no additional compensation will be allowed therefore.

Stair end caps/nosing shall match the proposed LVT woodgrain edge banding vinyl stair treads. Contractor shall refer to Part 10 Technical Provisions Section 1.4 Submittals and Section 3.7 Resilient Accessory Installation for Resilient Stair Rubber Nosing Specifications.

4. OPENGOV Q&A

- a) In accordance with DIR codes, do contractors and sub-contractors receive premium pay for night work?

Per the Project Specification's Notice Inviting Bids Prevailing Wages section, the selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the DIR Director of Public Works and are available to any interested party upon request. This Project is subject to compliance monitoring and enforcement by the DIR, thus all confirmation of wages shall be requested to and answered by the Department of Industrial Relations. The latest General Prevailing Wage Determinations and **Shift Differential Provisions** should be found through the DIR website: <https://www.dir.ca.gov/oprl/2026-1/PWD/index.htm>;
<https://www.dir.ca.gov/oprl/2026-1/PWD/Determinations/Subtrades/Shift/shiftlist.html>

This project's primary working hours shall be within the timeframe of 8:00 pm to 5:00 am, Sunday night to Friday morning, respectively. Any additional questions on craft classification and shift determinations not clarified through DIR's attachments can be directed to DIR at <https://www.dir.ca.gov/Contactus.html>

- b) Could you please clarify whether participation in the pre-bid meeting requires a U.S. passport or a REAL ID for entry/access to the facility?

Per the Project's OpenGov Pre-Bid Meeting (Non-Mandatory) section, a single individual from each firm shall provide a current ID Driver's License and/or a US Passport to attend.

- c) Would it not make sense to post question before job walk occurs?

Questions may be answered on a rolling basis until the Question Submission Deadline is reached to organize addenda, where possible.

- d) Contractor requests that computers, phones, and related equipment (monitor, etc.). be unplugged, moved, stored and plugged by the City.

The Contractor shall coordinate for City removal of all Information Technology (IT) equipment, including computers, copiers, printers, screens, and telephones, prior to the commencement of the project room/phase and shall coordinate for the City's replacement of the IT equipment upon completion of the room/phase.

- e) Please provide specs for door thresholds

Refer to Part 10 Technical Provisions Section 1.4 Submittals, 2.3 Auxiliary Materials, and Section 3.7 Resilient Accessory Installation for threshold requirements (to be aluminum alloy or approved equal). Refer to Appendix IV for details.

- f) Confirming that per job walk furniture can be stored on-site inside other spaces as well as outside in the underground parking lot.

The Contractor may store furniture on-site within City approved work areas or in a designated materials storage area in the parking garage depending on furniture storage type and sensitivity. The Contractor is responsible for safe removal, protection, relocation, and replacement and must coordinate with the City for authorized storage locations or election to use off-site storage.

- g) Confirming that the City is responsible for Removal and reinstallation of bolt down Locker Room benches.

Per Project Specification's Part 10 Technical Provisions, the Contractor shall in each Locker Room, remove all wooden benches and metal support posts. Document the exact location of the benches. Upon completion of the flooring installation, restore the wooden benches in their exact locations and install the metal support posts per the manufacturer's directions. See Appendix IV for the bench hardware and installation requirements.

- h) Would the City be open to Moisture Mitigation substitutes that are not two-part epoxy? Such as <https://maxxon.com/products/mvp-one-moisture-vapor-barrier/> OR

https://www.traxxcorp.com/wp-content/uploads/2025/04/KOVARA-VS_AB300_data-sheet_20231128.pdf OR <https://www.ardexamericas.com/product/ardex-vb-100/>

Per the General Provisions Section 4-6 for Trade Names, if the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer.

Appendix V Bentley Flooring LVT Specs references ASTM F3010 Standard Practice for Two-Component Resin Based Membrane-Forming Moisture Mitigation Systems for Use Under Resilient Floor Coverings. The Contractor shall compare, outline, and show all proof and letter from Bentley Flooring that the proposed material is equivalent or better than the specified product to be used in conjunction with the LVT materials. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer to determine equivalence.

- i) Who is responsible for moving, if applicable, any vending machines, fish tanks and/or refrigerators?

Per Part 10 Technical Provisions Bid Item Description to Relocate Office Furniture and Perform all Removals, the Contractor shall relocate and return office furniture on a phased basis.

Removal and replacement shall include all furnishings affecting flooring installation, including equipment and appliances. Work also includes removal and replacement of Locker Room Benches and coordination with the City staff for computer/IT related removals in advance of the work.

Pre-Bid Meeting Attendance

Bianca Cardenas	City Senior Civil Engineer	(310)802-5357 bcardenas@manhattanbeach.gov
Erum Syed	City Engineering Intern	(310)802-5306 ersyed@manhattanbeach.gov
Kevin Turley	City Facilities Supervisor	(310) 802-5316 kturley@manhattanbeach.gov
Justin Hidalgo	City Police Lieutenant	(310) 802-5140 jhidalgo@manhattanbeach.gov
Lenin Bueno	Floor Covering Unltd, Inc	(323) 445-9285 floorcoveringunltd@msn.com
Dillan Fear	BMS CAT	(949) 841-7278 dfear@bmsmanagement.com
Dzmitry Harbachov	Kubus LLC	(737) 932 - 0753 OI@kubuska.com (424) 535 - 7978 I@kubuska.com
Ever Rodriguez	Rodwest Floor	(562) 299 - 2104 ever@rodwestfloor.com
Claudia Olguin	Lawrence W. Rosine Co	(323) 855 - 8670 claudia@lwrosineco.com
Issac Acuna	Dream Floor Coverings	(562) 741-7257 dreamfloorcoverings@gmail.com

This Addendum is approved by:



BIANCA CARDENAS, SENIOR CIVIL ENGINEER

5/21/2026

DATE

A SIGNED COPY OF THIS ADDENDUM MUST BE ATTACHED TO THE BID.

I hereby acknowledge that the information contained in this addendum has been included in the bid submitted for this project.

Kubus LLC



05/31/2026

COMPANY NAME

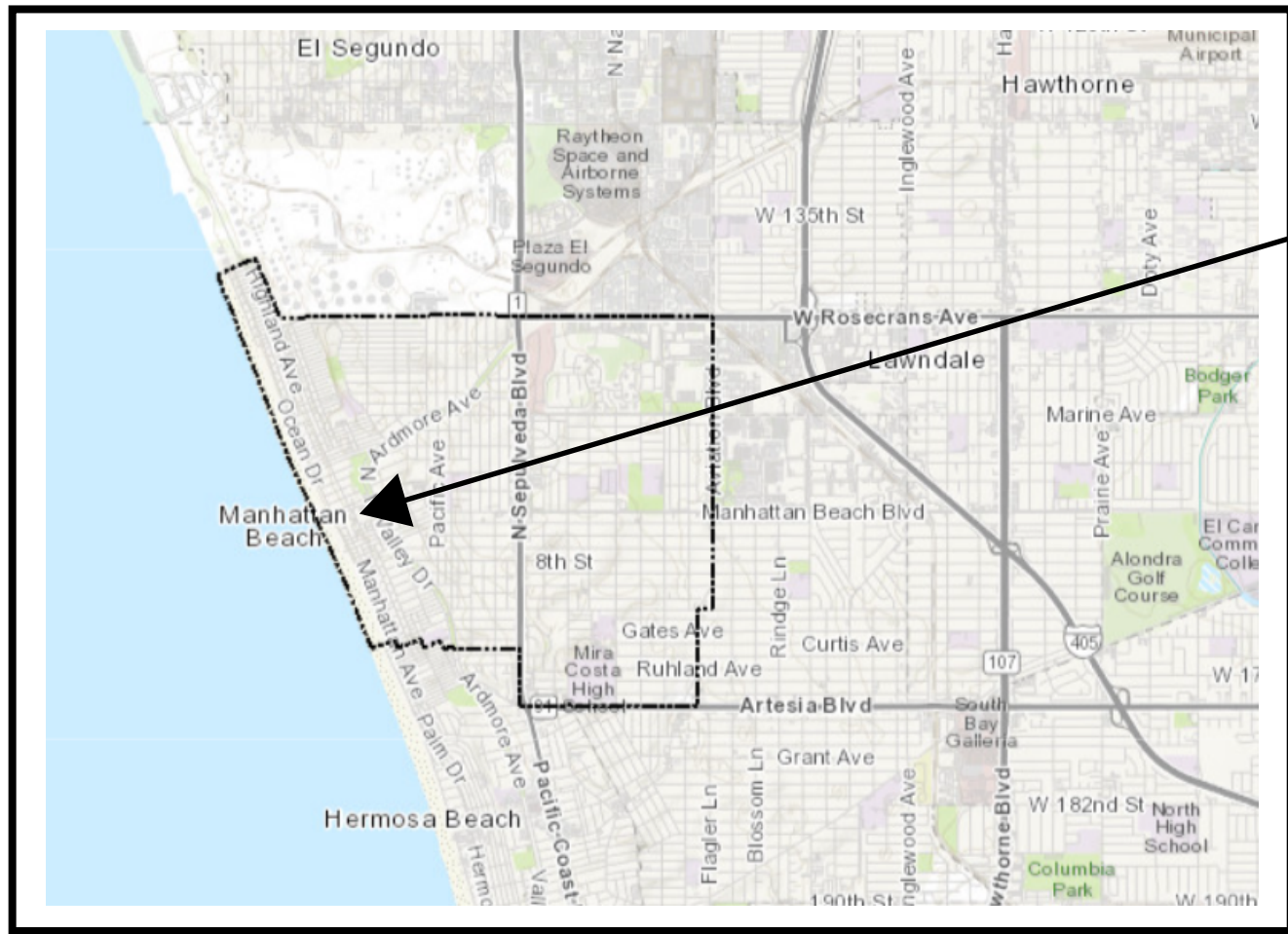
SIGNATURE

DATE

CITY OF MANHATTAN BEACH
PLANS FOR
POLICE DEPARTMENT FLOORING REPLACEMENT
420 15th Street, Manhattan Beach, CA 90266



PUBLIC WORKS DEPARTMENT
3621 BELL AVENUE
MANHATTAN BEACH, CALIFORNIA 90266

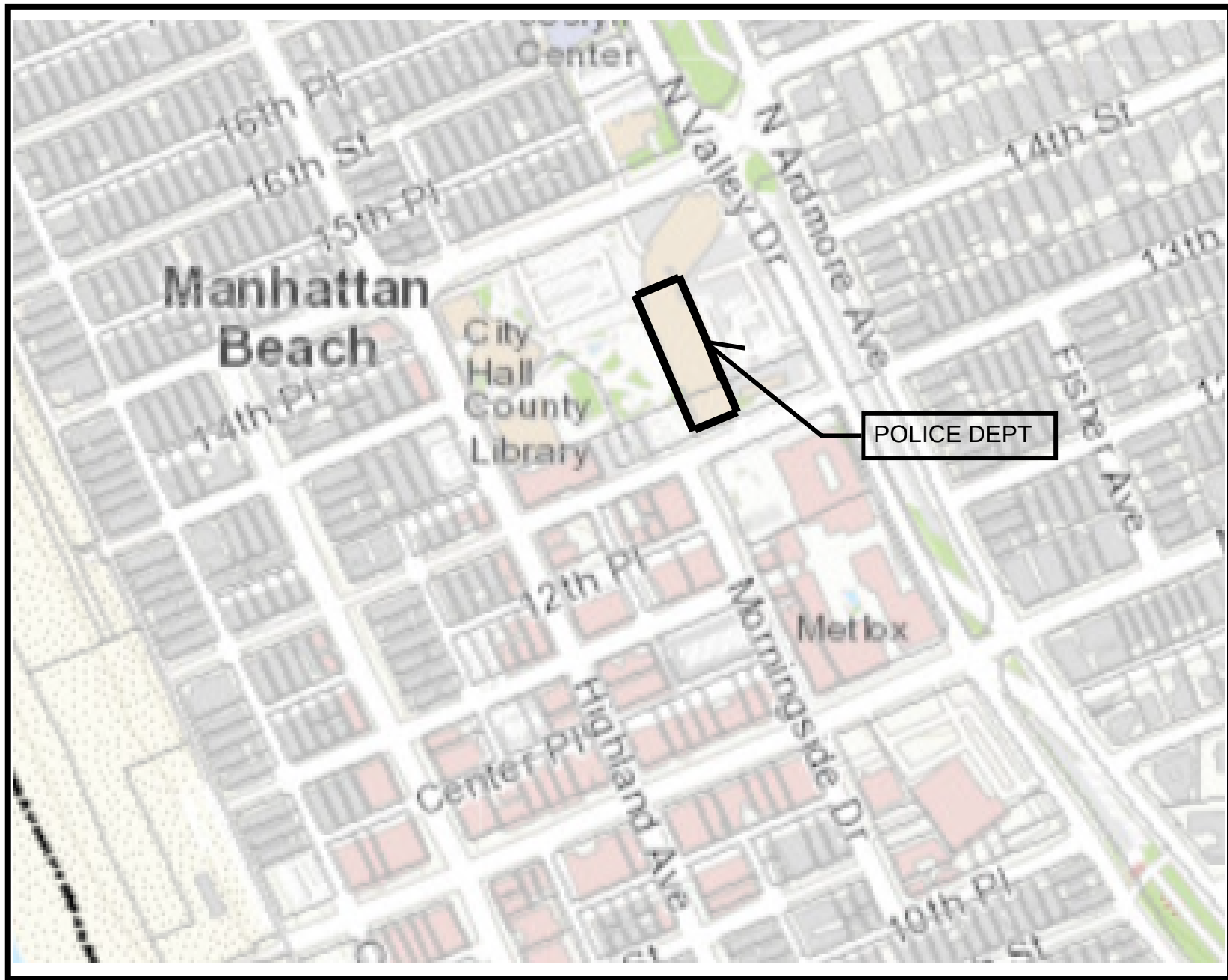


PROJECT SITE



VICINITY MAP
NOT TO SCALE

INDEX OF DRAWINGS		
	SHEET NO.	SHEET TITLE
1	G-1.0	TITLE SHEET
2	A-101	PARTIAL FLOOR PLAN - LEVEL 1
3	A-102	PARTIAL FLOOR PLAN - LEVEL 1
4	A-103	PARTIAL FLOOR PLAN - LEVEL B1
5	A-104	PARTIAL FLOOR PLAN - LEVEL B1



LOCATION MAP
NOT TO SCALE

WORK SITE LOCATION

DECLARATION OF DESIGN ENGINEER OF RECORD

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH CHECK DOES NOT, THEREFORE RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS. I ALSO HEREBY DECLARE THAT I HAVE COMPARED THESE PLANS WITH ALL APPLICABLE ADA TITLE II REQUIREMENTS FOR DISABILITY ACCESS FOR THIS PROJECT AND THESE PLANS ARE IN FULL COMPLIANCE WITH THOSE REQUIREMENTS.

PROFESSIONAL ENGINEER'S NOTE:

THE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY THE ENGINEER OF RECORD USING AVAILABLE RECORD PLANS AND MAPS AND BASED ON FIELD RECONNAISSANCE OF EXISTING CONDITIONS. KNOWN UTILITIES AND OWNERS OF OTHER STRUCTURES HAVE BEEN GIVEN WRITTEN NOTICE OF THE PROJECT. HOWEVER, THE ENGINEER OF RECORD AND CITY OF MANHATTAN BEACH ARE NOT RESPONSIBLE FOR THE TOTAL ACCURACY AND/OR CORRECTNESS OF THE SHOWN INFORMATION. THE CONTRACTOR, BY SIGNING THE CONSTRUCTION CONTRACT FOR THIS PROJECT, ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR THE WORK AND ITS IMPACT ON THE EXISTING FACILITIES WHETHER SHOWN OR NOT ON THESE PLANS AND DESCRIBED IN THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE TO MAKE HIS OWN INVESTIGATION AND INSPECTION INCLUDING POTHOLING AND SUCH OTHER METHODS HE DEEMS NECESSARY TO ALLOW HIM TO PROCEED ON THE CONSTRUCTION OF THIS PROJECT IN COMPLIANCE WITH THE LAWS, ORDINANCES, REGULATIONS AND CITY STANDARDS APPLICABLE TO THE PROJECT, INCLUDING STATE SAFETY ORDERS AND PROCEDURES OF USA.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY SURVEYS REQUIRED TO ESTABLISH HORIZONTAL AND VERTICAL CONTROLS PRIOR TO AND DURING CONSTRUCTION, AND TO REPLACE DISTURBED OR COVERED EXISTING SURVEY MONUMENTS AT HIS EXPENSE. MONUMENT RESTORATION/REPLACEMENT TO BE RECORDED.

THE PLANS HAVE BEEN APPROVED BY THE MANHATTAN BEACH PUBLIC WORKS DIRECTOR.

Joe DeFrancesco

4/23/26

INTERIM PUBLIC WORKS DIRECTOR
JOSEPH DEFRANCESCO

DATE

CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

POLICE DEPARTMENT FLOORING REPLACEMENT

REVISIONS			
NO.	DESCRIPTION	BY	DATE
1	LAYOUT REVISIONS	BC/KT	5.18.20

REFERENCES			

REVIEWED BY
Kenneth Rosenfield
CONSULTANT PROJECT MANAGER
KENNETH ROSENFELD

3/27/26

DATE

TITLE SHEET

RECOMMENDED BY
Gilbert Gamboa, P.E.
CITY ENGINEER
GILBERT GAMBOA, P.E.

4/24/2026

DATE

SCALE	DATE	SHEET NO.
AS SHOWN	3-27-2026	
SHEET	DRAWING/PROJECT NO.	
1 OF 5	D-956	

G1.0



Know what's below.
Call before you dig.

NO WORK SHALL BE DONE ON THIS SITE UNTIL USA AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE, TWO WORKING DAYS BEFORE YOU DIG.

SUPPLEMENTAL NOTES:

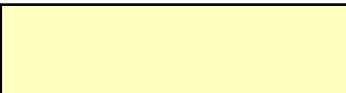
- THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
- DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.
- THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS, SCE, CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

ENGINEER/ARCHITECT
OF RECORD STAMP



REVIEWED	BY	DATE



 WORK LIMITS

NOTE:
DIMENSIONS ARE NOMINAL. VERIFY DIMENSIONS PRIOR TO ALL WORK.

MATCH LINE - SEE SHEET A-102



NO WORK SHALL BE DONE ON THIS SITE UNTIL USA AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE, TWO WORKING DAYS BEFORE YOU DIG.

- SUPPLEMENTAL NOTES:**
1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
 2. DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.
 3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE, CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

ENGINEER/ARCHITECT
OF RECORD STAMP



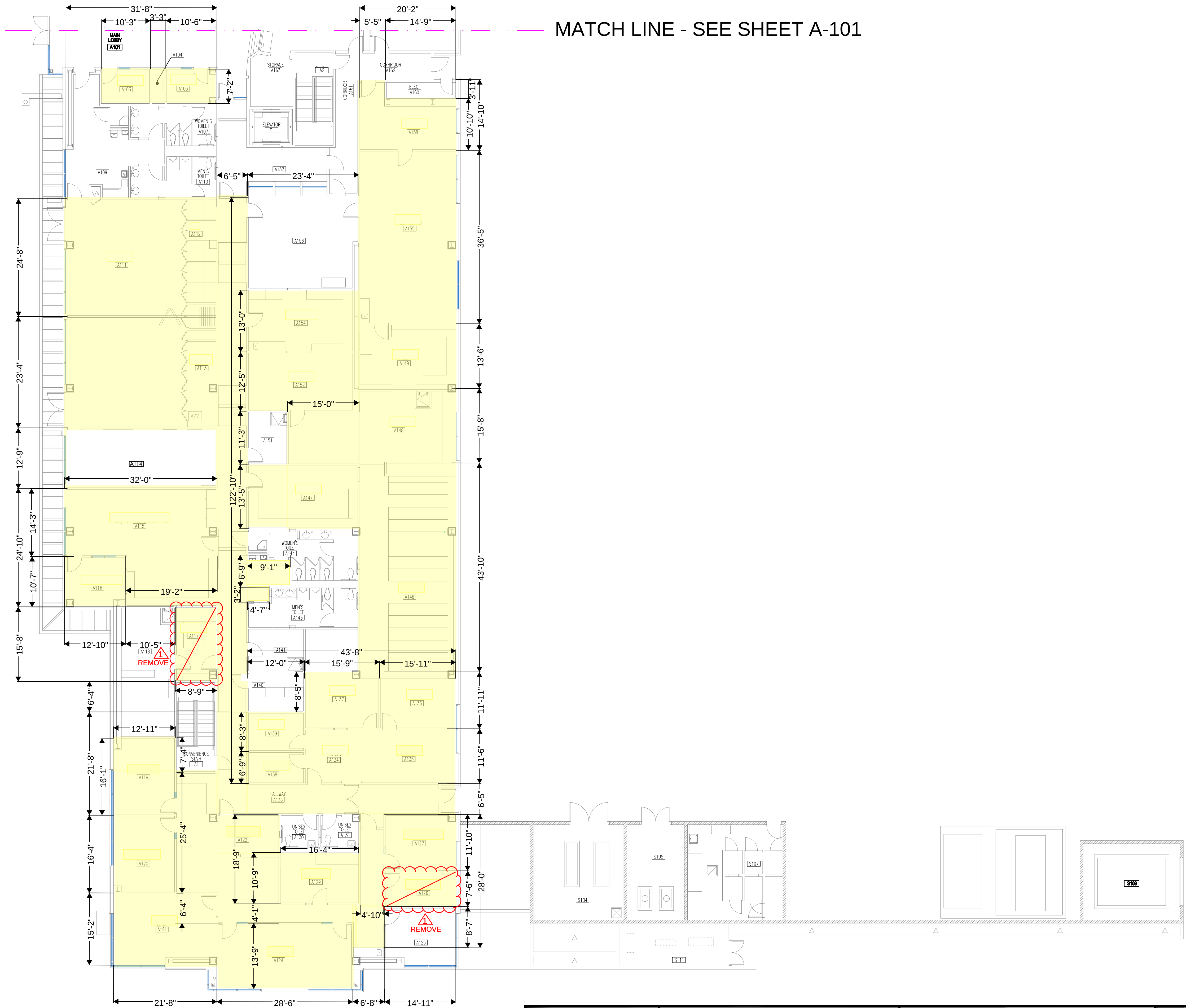
REVIEWED	BY	DATE

REVISIONS			
NO.	DESCRIPTION	BY	DATE
1	LAYOUT REVISIONS BCKT 5.18.26		

REFERENCES	

CITY OF MANHATTAN BEACH			
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION			
POLICE DEPARTMENT FLOORING REPLACEMENT			
PARTIAL FLOOR PLAN - LEVEL 1			
REVIEWED BY <i>Kenneth Rosenfield</i> CONSULTANT PROJECT MANAGER KENNETH ROSENFELD		DATE 3/27/26	RECOMMENDED BY <i>Gilbert A. Gamboa</i> CITY ENGINEER GILBERT GAMBOA, P.E.
SCALE 3/32" = 1'-0"		DATE 3-27-2027	SHEET NO. A-101
SHEET 2 OF 5		DRAWING/PROJECT NO. D-956	

MATCH LINE - SEE SHEET A-101



WORK LIMITS

NOTE:
DIMENSIONS ARE NOMINAL. VERIFY DIMENSIONS PRIOR TO ALL WORK.

CITY OF MANHATTAN BEACH			
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION			
POLICE DEPARTMENT FLOORING REPLACEMENT			
PARTIAL FLOOR PLAN - LEVEL 1			
REVISIONS		REVIEWED BY	
NO.	DESCRIPTION	BY	DATE
1	LAYOUT REVISIONS BCKT 5.18.20		
REFERENCES		RECOMMENDED BY	
		Kenneth Rosenfield	
		CONSULTANT PROJECT MANAGER	
		GILBERT GAMBOA, P.E.	
		DATE	
		3/27/26	
		DATE	
		3-27-2026	
		SHEET NO.	
		A-102	
		SCALE	
		3/32" = 1'-0"	
		SHEET	
		3 OF 5	
		DRAWING/PROJECT NO.	
		D-956	



Know what's below.
Call before you dig.

NO WORK SHALL BE DONE ON THIS SITE
UNTIL USA AGENCY IS NOTIFIED
OF INTENTION TO GRADE OR EXCAVATE,
TWO WORKING DAYS BEFORE YOU DIG.

SUPPLEMENTAL NOTES:

1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
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ENGINEER/ARCHITECT
OF RECORD STAMP



REVIEWED	BY	DATE

MATCH LINE - SEE SHEET A-104

REMOVALS:

- REMOVE: 5'-5" x 10'-0" area (Room 018)
- REMOVE: 13'-2" x 7'-4" area (Room 016)
- REMOVE: 4'-2" x 4'-1" area (Room 017)
- REMOVE: 4'-6" x 4'-4" area (Room 019)

ADDITIONS:

- ADD: 5'-8" x 11'-8" area (Room 061)
- ADD: 11'-1" x 6'-11" area (Room 094)
- ADD: 4'-9" x 4'-0" area (Room 071)
- ADD: 4'-3" x 4'-0" area (Room 072)
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- ADD: 4'-0" x 10'-0" area (Room 199)
- ADD: 4'-0" x 10'-0" area (Room 200)

Supplemental Notes:

- THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
- DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.
- THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS, SEE, CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

ENGINEER/ARCHITECT OF RECORD STAMP

811
Know what's below.
Call before you dig.

NO WORK SHALL BE DONE ON THIS SITE UNTIL USA AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE, TWO WORKING DAYS BEFORE YOU DIG.

REGISTERED PROFESSIONAL ENGINEER<

NOTE:

CITY OF MANHATTAN BEACH PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION			
REVISIONS		POLICE DEPARTMENT FLOORING REPLACEMENT PARTIAL FLOOR PLAN - LEVEL B1	
NO.	DESCRIPTION	BY	DATE
1	LAYOUT REVISIONS	BCKMT	5.18.26
REFERENCES		REVIEWED BY 3/27/26 DATE CONSULTANT PROJECT MANAGER KENNETH ROSENFELD RECOMMENDED BY 4/24/2026 DATE CITY ENGINEER GILBERT GAMBOA, P.E.	
		SCALE 3/32" = 1'-0" DATE 3-27-2026	
		SHEET 4 OF 5	DRAWING/PROJECT NO. D-956
		A-103	

CONTRACT

CITY OF MANHATTAN BEACH CONTRACT FOR POLICE DEPARTMENT FLOORING REPLACEMENT

THIS CONTRACT ("Contract") is made and entered this 18th day of August, 2026 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal Corporation ("City") and Kubus LLC, a limited liability company ("Contractor"). The Contractor's California State Contractor's license number is 1119041.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as Police Department Flooring Replacement (Project), as described in the Contract Documents.

3. Compensation.

3.1 Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is \$ 274,979.10 ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the Engineer.

3.2 Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications, as modified by Section 7 of the General Provisions.

4. Contract Time.

4.1 Initial Notice to Proceed. The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of **60 Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements and order materials within **20 Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Baseline Schedule
- Submitting and obtaining approval of Phasing and Traffic Control Plans
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining approved Permits from all applicable agencies
- Obtaining a Temporary Use Permit for a construction yard, if applicable
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents
- Submitting and obtaining approval of a Project Staffing List with contact information and a Project Emergency Contact List.

4.2 Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

5. Liquidated Damages for Delay and Control of Work.

5.1 Liquidated Damages. The Contractor and the City have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. Work after Stop Work Notice. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in the applicable Section of the Special Provisions.

7. Antitrust Claims. In entering into this Contract, the Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.

8. Prevailing Wages. The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply.

9. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of the Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.

12. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

(Signatures next page)

CITY:

City of Manhattan Beach,
a California municipal corporation

CONTRACTOR:

Kubus, LLC
a limited liability company

By: _____
Name: Talyn Mirzakhanian
Title: City Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

By: _____
Name: Quinn M. Barrow
Title: City Attorney
Date: _____

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Libby Bretthauer
Title: Finance Director
Date: _____

APPROVED AS TO CONTENT:

By: _____
Name: Ramzi Awwad
Title: Public Works Director
Date: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("City"), State of California, has awarded to _____

(“Principal”)

(Name and address of Contractor)

a contract (the “Contract”) for the Work described as follows:

POLICE DEPARTMENT FLOORING REPLACEMENT

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars

(\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

Signature:

Signature:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

(Seal)

(Seal)

NOTE: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("City"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

POLICE DEPARTMENT FLOORING REPLACEMENT

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

(Seal)

(Seal)

NOTE: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("City"), State of California, has awarded to_____

_____, (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

POLICE DEPARTMENT FLOORING REPLACEMENT

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work to file a good and sufficient warranty Bond with the City.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____)

this amount being not less than 10% of the total Contract Price, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall remedy, without cost to the City, any defects which may develop during a period of one year from the date of completion and acceptance of the work performed under the Contract, caused by defective or inferior materials or workmanship, and shall indemnify, defend and hold harmless the City, its officers, agents, and employees for any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense, which arise out of, pertain to, or relate to such defects or to the Principal's actions or inactions in remedying such defects, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay, in addition to the Penal Sum, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FURTHER, Surety hereby waives the provisions of California Civil Code sections 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications

accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

(Seal)

(Seal)

NOTE: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Two executed copies of the Contract
- _____ Completed, signed and notarized Payment Bond (original) in amount of the Contract
- _____ Completed, signed and notarized Performance Bond (original) in amount of the Contract
- _____ Completed, signed and notarized Warranty Bond (original) in the amount of 10% of the Contract
- _____ Workers' Compensation Certificate with attached Certificate of Insurance
- _____ General Liability insurance certificate naming the City as a co-insured
- _____ Automobile insurance naming the City as a co-insured
- _____ Umbrella/Excess Liability (General aggregate) insurance certificate naming the City as a co-insured, if applicable
- _____ Additional insured endorsement – comprehensive general liability
- _____ Additional insured endorsement – automobile liability
- _____ Additional insured endorsement – excess liability
- _____ Primary and Non-Contributory Endorsement- General Liability Policy
- _____ Waiver of Subrogation - general liability
- _____ Waiver of Subrogation - Worker's Compensation

ALL SUBMITTALS WILL BE RETAINED BY CITY, EXCEPT FOR ONE COPY OF THE
FULLY EXECUTED CONTRACT

POLICE DEPARTMENT FLOORING REPLACEMENT

PART 1 - GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2021 edition of “Standard Specifications for Public Works Construction”, as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

The current edition of the Uniform Building Code, as adopted by the City of Manhattan Beach, is incorporated into the Contract Documents by this reference. See plans and Part 10 of these Specifications for additional Building Code requirements.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

The provisions below shall supplement, but not replace, those provisions in Section 1 of the Standard Specifications.

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Manhattan Beach.

Applicable Law – All State, federal, and local laws, statutes, ordinances, codes, rules, and regulations governing the Work.

Bid Item – An item of Work listed on the Bid Schedule.

Board – The City Council of the City of Manhattan Beach.

City – The City of Manhattan Beach

City Council – The City Council of the City of Manhattan Beach

Contract Documents – As defined in Section 1 of the Contract.

Contract Time – The number of Working Days stated in the Contract for the completion of the Work.

County – County of Los Angeles, California

Detour – A temporary route for traffic (vehicular or pedestrian) around a closed portion of a road or travel way.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Estimated Quantities – The quantities of Work anticipated to be performed, as set forth in the Bid Schedule, designated as units or a lump sum.

Excavation – Any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving, or any other way (Cal. Gov. Code § 4216).

Final Acceptance- Acceptance of the Work by the City Council and direction to staff to cause recordation of the Notice of Completion, pursuant to Section 3-13.1 these General Provisions.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Major Item of Work – A bid item amount that is at least 10% of the total contract award amount.

Minor Item of Work – A bid item amount that is less than 10% of the total contract award amount.

Notice of Completion – The notice authorized by Civil Code Section 9204.

Notice to Proceed or Notice to Proceed with Construction – A written notice issued by the City to the Contractor that authorizes the Contractor to perform the Work.

Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials – A written notice issued by the City to the Contractor that authorizes the Contractor to proceed with preconstruction requirements and the acquisition or purchase of materials that are to be incorporated into the Work and establishes the date of commencement of the Contract Time.

Project – See Work.

Punch List – A list of items of Work to be completed or corrected by the Contractor in order to complete the Work as specified in the Contract Documents.

Shop Drawings – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

State – The State of California.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, bonds or similar items required to be submitted to the City under the terms of the Contract.

Traffic Engineer – The representative of the Engineer who is assigned traffic-related matters.

Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

Working Day - Any calendar day except Saturdays, Sundays, and the following holidays:

New Year's Day January 1
Martin Luther King, Jr. Day 3rd Monday in January
Presidents' Day 3rd Monday in February
Memorial Day Last Monday in May
Independence Day July 4
Labor Day 1st Monday in September
Columbus Day 2nd Monday in October
Veterans' Day November 11
Thanksgiving 4th Thursday in November
Friday after Thanksgiving 4th Friday in November
Christmas Day December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed, and if a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed.

NO CONSTRUCTION WORK SHALL OCCUR FROM MEMORIAL DAY, FOURTH MONDAY IN MAY, TO LABOR DAY, FIRST MONDAY IN SEPTEMBER.

Work Directive – A unilateral written order issued by the City directing the Contractor to continue performance of the Work or a disputed item of Work pending resolution of a claim or dispute concerning the scope of Work.

1-3 ABBREVIATIONS

1-3.3 Institutions

The institutions listed in Section 1-3.3 of the Standard Specifications shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
AGCA.....	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI.....	Construction Specifications Institute
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS.....	State of California Standard Specifications, Latest edition, Department of Transportation
SSP.....	State of California Standard Plans, Latest edition, Department of Transportation

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2. Contract Bonds. The following paragraphs shall be added following the seventh paragraph:

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Labor and Materials Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2.

The warranty or maintenance Bond shall be valid for one year from the date of recordation of Notice of Completion by the County Recorder, in the amount of ten percent of the Contract Price. Other than the details listed herein, the warranty or maintenance Bond shall adhere to the requirements for Bonds in Section 1-7.2 of the Standard Specifications. Nothing herein shall abridge or amend Section 1-13.3 of the Standard Specifications or the related provisions in these Contract Documents.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

SECTION 2. SCOPE OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 2 of the Standard Specifications, unless specifically noted below.

2-1 WORK TO BE DONE

The following paragraphs shall be added at the end of Subsection 2-1:

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 the 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.

2-2 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which shall include a Building Permit(s), and which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. The Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall procure all permits and licenses, 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. Contractor shall, however, establish a City of Manhattan Beach "Citizen Self Service" account, if needed, to apply for a Building Permit and for electronic submittal of Structural Engineering Calculations and Plans at this link: [City of Manhattan Beach \(cityymb.info\)](http://cityymb.info)

2-4 COOPERATION AND COLLATERAL WORK

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

The use of excessively loud equipment and warning signals shall be avoided, except in those cases required for the protection of personnel. Note that the site of this work is within an active and ongoing business and the contractor's work shall defer to the needs of the city employees and the public when needing access to the site. No work shall interfere with the usual and customary business operations of the City of Manhattan Beach.

2-5.1 General. Add the following. No contractor equipment or supplies shall be stored at the Manhattan Beach Civic Center. Contractor shall make his own arrangements for storage, if needed.

2-5.4 Haul Routes

Subsection 2-5.4 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-6 CHANGES REQUESTED BY THE CONTRACTOR

Add the following paragraph:

2-6.1 General

If the Contractor alleges that instructions issued after the date of the Contract will result in increases to the Contract Price or Contract Time, if latent or unforeseen conditions require modification of the Contract Documents, or the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, a Change Order Proposal ("COP") may be submitted to the City in writing, using the forms provided herein in Subsection 2-7.1.1 of the General Provisions, and must specify the reasons for such change, including relevant circumstances and impacts on the construction schedule. The Contractor may request additional compensation and/or time through a COP but not for instances that occurred more than ten calendar days prior to the COP. The Contractor's failure to initiate a COP within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change, unless such waiver is prohibited under state law. Any COP that is approved by the City will be incorporated in a Change Order or Construction Change Directive. If the City determines that the Work in question is not a change, the City shall issue a Work Directive, ordering the Contractor to proceed with the Work without delay. If the COP is denied but the Contractor believes that it does have merit, the Contractor may submit a claim to the City.

2-7 CHANGES INITIATED BY THE AGENCY

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-7.1 General

Add the following paragraphs at the end of Subsection 2-7.1:

The City reserves the right to make changes in the Work, including the elimination of any Bid Item, after execution of the Contract and without invalidating the Contract by: Change Order approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy); or

A. Construction Change Directive approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy);

A change that causes the total value of all changes to exceed the Contract contingency amount established at the time of award of the Contract must be approved by the City Council. No payments in excess of the original Contract Price will be made until a Change Order is approved in the normal course of business. The City may, at any time, without notice to the Contractor's surety(ies), order changes in the Work within the general scope of the Contract. Such changes in the Work shall not relieve or release the surety(ies) of its (their) obligations under the Performance and Payment Bonds issued for the Project. Changes in the Work made pursuant to this Article 3 shall in no way release any guarantee or warranty provided by the Contractor.

The City may issue a Change Order Proposal Request ("COPR"), in writing, to the Contractor, describing a proposed change to the Work and requesting that the Contractor submit an itemized Change Order Proposal ("COP") to the City. The Contractor shall submit the COP to the City Engineer, using the forms provided herein in Subsection 2-11.2 of these General Provisions, within ten calendar days after the City's issuance of the COPR. If the Contractor fails to submit a COP within such period of time, it shall be presumed that the change described in the City's COPR will not result in an increase to the Contract Price or Contract Time and the change shall be performed by the Contractor without such increases. A COPR does not authorize the Contractor to commence performance of the changed work. The Contractor shall not perform any change until receipt of the City's written approval. If the City approves the Contractor's COP, the City shall issue a Change Order.

Whenever a change is pending, the Contractor shall notify the City if it is necessary to halt other Work in the area of the change that would be affected thereby, until such time as the change is authorized.

Any change to the Contract Price shall be in a sum mutually agreed to by the Contractor and the City. When the cost for Extra Work cannot be agreed upon, the City will pay for Extra Work based on the accumulation of costs as provided for in Subsection 7-4, "Payment for Extra Work," of the Standard Specifications and the General Provisions.

2-7.1.1 Change Order

A Change Order is a written instrument prepared by the City and signed by the City and the Contractor, stating their agreement upon all of the following:

- A. The scope of the change in the Work;
- B. The amount of the adjustment, if any, in the Contract Price; and
- C. The extent of the adjustment, if any, in the Contract Time.

2-7.1.1.1 Accord and Satisfaction

The Contractor's agreement on any Change Order shall be a full compromise and settlement of all adjustments to the Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences, and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of the Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, the Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatsoever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing, signed by the City and the Contractor, and that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

2-7.1.2 Construction Change Directive

A Construction Change Directive is a written order prepared and signed by the City, directing a change in the Work prior to the Contractor's agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The City may, by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The City's form of Construction Change directive is provided in Subsection 2-11 of the General Provisions.

2-8 *EXTRA WORK*

Subsection 2-8 of the Standard Specifications shall be deleted and replaced as follows:

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer.

All Extra Work shall conform to the Plans and Specifications.

The Contractor shall furnish to the Engineer each Subcontractor's signed and detailed estimate of the cost for labor, materials, and equipment, including the markup by such Subcontractor for overhead and profit for Work added or deducted to a Subcontractor's scope of Work. The Contractor shall furnish to the Engineer the sub-Subcontractor's signed detailed estimate of the cost for labor, materials, and equipment, including the markup by such sub-Subcontractor for overhead and profit for Work added or deducted to a sub-Subcontractor's scope of Work. The Contractor shall furnish to the Engineer the vendor or supplier's signed detailed estimate or quotation of the cost to the Contractor for Work added or deducted from a vendor or suppliers scope of Work.

2-10 DISPUTED WORK

Delete Subsection 2-10 in its entirety and substitute the following:

In the event of disputed Work, the City shall have the right to unilaterally issue a written Work Directive; and the Contractor shall continue performance pending resolution of the dispute and shall maintain cost data described in Subsection 2-8 of the Standard Specifications and the General Provisions. The City's form of Work Directive is provided in Subsection 2-11 of the General Provisions. Payment shall be made for such disputed Work as is later determined by negotiation between the parties or as is fixed by a court of law.

2-11 FORMS

Add Section 2-11 to incorporate the following forms, which appear in the succeeding pages.

2-11.1 Change Order Form

2-11.2 Change Order Proposal Forms

- (a) Change Order Proposal Summary Report
- (b) Labor Cost Report
- (c) Labor Rates Report
- (d) Material Cost Report
- (e) Equipment Cost Report
- (f) Special Forces/Services Cost Report

2-11.3 Construction Change Directive Form

2-11.4 Work Directive Form



**CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT
Engineering Division**

SAMPLE

CONTRACT CHANGE ORDER NO. 1

PROJECT NO.:

DESCRIPTION:

TO: Construction Company, Inc.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES			
Description (Detailed Explanation Attached)		Change in Contract Price ¹	Change in Work Days
1.		\$0.00	
2.	Adjustment in Final Bid Quantities	\$0.00	
Net Change in Contract Price and Work Days		\$0.00	

¹Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT\$000,000.00
CCO1 (FINAL).....\$0.00
TOTAL\$000,000.00

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:..... Date
CONTRACT WORKING DAYS..... X
TIME EXTENSION: CCO 1 (Final) Y
NEW TOTAL WORKING DAYS:.....X+Y
LAST DAY OF WORK..... New Date



CHANGE ORDER DETAIL

Change Order No.: 1

Project No.:

Description:

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1:

A. Reason for Change:

Due to conditions encountered during construction, modifications to the amount of Work were determined to be appropriate, and the changes were addressed by means of adjusting applicable contract quantities, as outlined below.

B. Description of Change:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST ¹
New Item				0	0	0	0.00

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Cost:

Add \$0.00

D. Change in Completion Date:

Add Y Working Days

Item No. 2:

A. Reason for Change:



B. Description of Change:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST ¹
New Item				0	0	0	0.00

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. Change in Contract Cost:
Add \$0.00

D. Change in Completion Date:
No Change.

SIGNATURE PAGE TO FOLLOW:



The original Contract Price was (\$0.00). Contract Change Order No. 1 (Final) increased the Contract Price by (\$0.00). The new Contract Price will be \$00/100, resulting in an increase of approximately 0.00% to the original Contract.

The original Contract Time of X Working Days was extended by Y Working Days per Change Order No. 1 (Final). The last contract Working Day is new Date.

Ordered: _____
Public Works Director

Date: _____

Concurred by: _____
City Engineer

Date: _____

Concurred by: _____
Project Manager

Date: _____

Acceptance by the Contractor:

This Change Order is in full compromise and settlement of all adjustments to Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of these Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in this Change Order. By execution of this Change Order, the Contractor agrees that this Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of any nature, character or kind arising out of or incidental to this Change Order.

Name: _____ Date: _____

Title: _____



CHANGE ORDER PROPOSAL FORM

2-11.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

Date _____

CCO Proposal No. _____ Contractor _____

Item No. _____ Location _____

General Contractor	AMOUNT
1. Labor Cost.....	\$_____
2. Material Cost.....	\$_____
3. Equipment Cost.....	\$_____
4. Special Forces/Services.....	\$_____
Subtotal Contractor Cost•	\$_____
5. Subcontractor/Sub-Subcontractor Name _____	
Labor Cost.....	\$_____
Material Cost.....	\$_____
Equipment Cost.....	\$_____
Subtotal Subcontractor/Sub-Subcontractor Cost	
6. Subcontractor/Sub-Subcontractor Name _____	
Labor Cost.....	\$_____
Material Cost.....	\$_____
Equipment Cost.....	\$_____
Subtotal Subcontractor/Sub-Subcontractor Cost.....	\$_____
TOTAL CONTRACT CHANGE ORDER COSTS	\$_____



CHANGE ORDER PROPOSAL FORM

2-11.2(b) LABOR COST REPORT Date

Date _____

CCO Proposal No. _____ Contractor or Subcontractor _____

Item No. _____ Location _____

CLASSIFICATION AND NAME	HOURS	HOURLY RATE	EXTENDED AMOUNTS
Classification:	OT	\$	\$
Name:	REG	\$	\$
Classification:	OT	\$	\$
Name:	REG	\$	\$
Classification:	OT	\$	\$
Name:	REG	\$	\$
Classification:	OT	\$	\$
Name:	REG	\$	\$
Classification:	OT	\$	\$
Name:	REG	\$	\$
TOTAL LABOR			\$

Overhead/profit 20%.....\$ _____

Total labor/overhead/profit\$ _____

Subcontractor's mark-up of total Sub-Subcontractor
labor/overhead/profit (if applicable) 5%.....\$ _____

General contractor's mark-up of total Subcontractor
or Sub-Subcontractor labor/overhead/profit (if applicable) 5%\$ _____

Total.....\$ _____



CHANGE ORDER PROPOSAL FORM

2-11.2(c) LABOR RATES REPORT Date

Date _____

CCO Proposal No. _____ Contractor or Subcontractor _____

Item No. _____ Location _____

CLASSIFICATION:		
TAXABLE BASE:		AMOUNT
Base Hourly Pay		\$
Vacation		\$
TOTAL TAXABLE BASE		\$
TAXES & INSURANCE	PERCENT	AMOUNT
Social Security Tax		\$
State Unemployment Tax		\$
Federal Unemployment Tax		\$
Workmen's Compensation		\$
Liability & Umbrella Insurance		\$
TOTAL TAXES & INSURANCE		\$
FRINGE BENEFITS	AMOUNT	
Pension	\$	
Health & Welfare	\$	
Training	\$	
Other Fringe Benefits	\$	
TOTAL FRINGE BENEFITS	\$	
AMOUNT	\$	



CHANGE ORDER PROPOSAL FORM

2-11.2(d) MATERIAL COST REPORT

Date _____

CCO Proposal No. _____ Contractor or Subcontractor _____

Item No. _____ Location _____

INVOICE NO.	DESCRIPTION	AMOUNT
1.	Material	\$
	Sales Tax (Prevailing Tax Rate) 9.50%	\$
	Subtotal	\$
2.	Material	\$
	Sales Tax (Prevailing Tax Rate) 9.50%	\$
	Subtotal	\$
3.	Material	\$
	Sales Tax (Prevailing Tax Rate) 9.50%	\$
	Subtotal	\$
SUBTOTAL MATERIAL COST		\$

NOTE: An itemized list of materials, manufacturers, serial numbers, invoices, and other pertinent data shall be submitted along with the material cost report.

Overhead/profit 15%..... \$ _____

Total material/overhead/profit \$ _____

Subcontractor's mark-up of total Sub-Subcontractor
material/overhead/profit (if applicable) 5% \$ _____

General contractor's mark-up of total Subcontractor
or Sub-Subcontractor labor/overhead/profit (if applicable) 5% \$ _____

Total..... \$ _____



CHANGE ORDER PROPOSAL FORM

2-11.2(e) EQUIPMENT COST REPORT

Date _____

CCO Proposal No. _____ Contractor or Subcontractor _____

Item No. _____ Location _____

EQUIPMENT NO. (Description, Type, Size)	HOURS	HOURLY RATE	EXTENDED AMOUNTS
SUBTOTAL EQUIPMENT COST			\$

Overhead/profit 15%..... \$ _____

Total equipment/overhead/profit \$ _____

Subcontractor's mark-up of total Sub-Subcontractor
equipment/overhead/profit (if applicable) 5% \$ _____

General contractor's mark-up of total Subcontractor
or Sub-Subcontractor equipment/overhead/profit (if applicable) 5% \$ _____

Total..... \$ _____



CHANGE ORDER PROPOSAL FORM

2-11.2 (f) SPECIAL FORCES/SERVICES COST REPORT

Date _____

CCO Proposal No. _____ Contractor or Subcontractor _____

Item No. _____ Location _____

INVOICE NO.	DESCRIPTION	AMOUNT
1.		\$
		\$
	Subtotal	\$
2.		\$
		\$
	Subtotal	\$
3.		\$
		\$
	Subtotal	\$
SUBTOTAL MATERIAL COST		\$

NOTE: An itemized list of materials, manufacturers, serial numbers, invoices, and other pertinent data shall be submitted along with the special forces/services cost report.

Overhead/profit 15%.....\$ _____

Total Special Forces/Services/Overhead/Profit\$ _____



2-11.3 CONSTRUCTION CHANGE DIRECTIVE

Distribution to: CITY ☐ CONTRACTOR ☐ OTHER ☐ PROJECT MANAGER ☐

PROJECT:	DIRECTIVE NO.:
	DATE:
	CONTRACT DATE:
TO CONTRACTOR:	CONTRACT FOR:

You are hereby directed to make the following change(s) to this Contract:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Price is:
 [] Lump Sum (increase) (decrease) of \$ _____
 [] Unit Price of \$ _____ per _____
 [] Daily time and materials records of actual costs plus a overhead and profit, as provided
 in Subsection 2-8, "Extra Work," the Standard Specifications and the General
 Provisions, [subject to a Not-To-Exceed Amount of \$ _____].\n [] as follows:
2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed
 adjustment, if any, is (an increase of ____ days) (a decrease of ____ days).

If the Contractor disagrees with the proposed adjustments, it must submit its own proposal within ten days of the date of this Construction Change Directive pursuant to Contract Documents or the proposed adjustment will become final and binding on the Contractor.

When signed by the City and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Ordered: _____
 Public Works Director

Date: _____

Concurred by: _____
 City Engineer

Date: _____

Concurred by: _____
 Project Manager

Date: _____



2-11.4 WORK DIRECTIVE

Distribution to: CITY ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐ PROJECT MANAGER ☐

PROJECT:

WORK DIRECTIVE NO.:

DATE:

CONTRACT DATE:

TO CONTRACTOR:

CONTRACT FOR:

You are hereby directed to continue performance of the following Work, without delay, pending resolution of the dispute concerning such Work and maintain the cost data described in Subsection 2-8, "Extra Work," of the Standard Specifications and the **General Provisions** to the Contract for the performance of such Work:

Neither the issuance of this Work Directive nor the requirement for the Contractor to maintain cost data constitutes approval by the City of a change in the Work or modification of the Contract Documents.

Ordered: _____
Public Works Director

Date: _____

Concurred by: _____
City Engineer

Date: _____

Concurred by: _____
Project Manager

Date: _____

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-3 SUBCONTRACTORS

3-3.1 Subcontractors. Add the following sections:

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. Copies of all Subcontracts shall be made available to the Engineer, upon request.

3-3.2 A 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.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

Add the following paragraphs:

3-5.1 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.

3-7 CONTRACT DOCUMENTS

3-7.1 General

All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid Schedule, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents

The following shall replace Section 3-7.2:

With regard to Section 3-7.2 in the Standard Specifications, the Special Provisions shall control over the General Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that the order of precedence shall be as follows:

1. Requirements of law.
2. Permits issued by regulatory agencies with jurisdiction.
3. Change Orders and Supplemental Agreements, whichever occurs last.
4. Contract.
5. Addenda.
6. Notice Inviting Bids.
7. Instructions to Bidders.
8. Bid/Proposal.
9. Special Provisions.
10. General Provisions.
11. Plans.
12. Standard Plans.
13. Standard Specifications.
14. Reference Specifications.

SUBMITTALS.

3-8.1 General

The following paragraphs shall be added at the end of Subsection 3-8.1:

The Contractor shall, at its own expense, transmit to the Engineer for review and acceptance, working drawings, shop drawings, supporting information, and/or other available instructive and descriptive information from the manufacturer, when and as required by the Plans or General Provisions or requested by the Engineer. Shop drawings will not be required for standard items in common use for which adequate manufacturers' literature is available unless otherwise required by the Engineer.

The Contractor shall consecutively number, thoroughly check, approve and sign each submittal and transmit the submittals to the Engineer for review. In the event that certain submittals are submitted without the Contractor's approval signature or are unacceptable to the City, they shall be rejected by the Engineer. The Contractor shall thereafter correct the submittals and resubmit.

In the event that in the process of development of the submittals it is discovered that there are defects and/or errors on the Plans that result in conflict between the Plans and the submittals, or if the submittals show variation from the Plans or other Contract Documents, the Contractor shall thoroughly describe and explain any defects and/or conflicts in its transmittal letter to the Engineer.

The Engineer's review of the submittals will be for general design and arrangement only, and shall not relieve the Contractor from responsibility for errors of any sort in the submittals or of the responsibility for executing the work in accordance with the Contract Documents. The Contractor shall allow a minimum of 20 Working Days for review of submittals. The Contractor shall be solely responsible for the correctness of the submittals, for shop fits and field connections, and for the results obtained by use of such submittals. The Contractor shall verify and be fully responsible for all dimensions and job-site conditions affecting the Work and shall be responsible for furnishing and installing the proper materials required by the Contract Documents.

The Contract Time will not be extended due to the failure of the Contractor to provide submittals as required by the Contract Documents in a timely manner.

3-8 *WORKSITE MAINTENANCE*

The following paragraphs shall be added at the end of Section 3-12.1:

Contractor shall daily protect all surfaces in the work site areas. Clean-up shall be done as Work progresses at the end of each daily work shift and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used

for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to ensure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final Acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

Pursuant to the provisions of Section 3-12 and Section 5-7 of the Standard Specifications and these General 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 3-12 and Section 5-7 of the Standard Specifications and these General 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 7-4 of the Standard Specifications and applied against the not-to-exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."

The first sentence of Section 3-12.4.2 shall not be incorporated, and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

Contractor, employee and worker vehicles shall follow all City of Manhattan Beach Parking Regulations.

3-9 COMPLETION, ACCEPTANCE AND WARRANTY

The Contractor shall complete all Work under the Contract within the stipulated Working Days from the Notice to Proceed, as stated in the Contract. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.

3-13.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all Applicable Laws including, but not limited to, correction or completion of all punch list items, the Work site is cleaned up in accordance with Section 3-12 of the Standard Specifications, the General Provisions, and the Special Provisions, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees, warranties, and special warranties if applicable;
3. All “as-builts” and record drawings;
4. Duly completed and executed forms of Conditional Waiver and Release On Final Payment from the Contractor, Subcontractors of any tier, suppliers, and other person eligible to file stop notices in connection with the Work; and
5. Duplicate copies of all operating instructions and manufacturer’s operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven Working Days’ notice for final inspection. Such notice shall be submitted to the Engineer in writing.

3-13.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Engineer’s acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in Section 3-13.3 of the Standard Specification at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor’s obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for

any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL

The provisions below shall supplement but not replace those provisions in Section 4-1 of the Standard Specifications.

The first paragraph of Section 4-1 is replaced with the following:

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.

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-1.1 Property Rights in Materials

Nothing in the Contract shall be construed as vesting in the Contractor any right, title, or interest in material used in the Work after it has been attached or affixed to the Work or the soil. All such material shall become the property of the City upon being so attached or affixed.

4-2 PROTECTION

Add the following at the end of Subsection 4-2:

Materials shall not be stored in the right-of-way unless written permission is given by the Engineer.

4-4 TESTING

Delete Subsection 4-4 in its entirety and substitute the following:

Unless otherwise called for in the Special or General Provisions, all testing of materials will be performed by the City in such number and at such locations as deemed necessary by the Engineer to ensure compliance with the Contract Documents. The cost of all testing that can be performed within 50 miles of the Project will be borne by the City. The cost of all testing that must be performed 50 miles or more from the Project will be borne by the Contractor. The cost of all re-testing will be borne by the Contractor, and the amount due the City for the re-testing will be deducted from the Contract Price via Change Order.

The cost of rework material testing, overtime, travel and other related costs incurred by the City will be deducted from the Contract Price via Change Order.

4-6 TRADE NAMES

If the Contractor requests to substitute an equivalent item for a brand or trade name item,

the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer to determine equivalence, no later than ten calendar days after the award of the Contract, unless a different deadline is listed in the Special Provisions.

4-9 RECYCLING OF MATERIALS

Subsection 4-9 is hereby added to the Standard Specifications as follows:

4-9.1 Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

4-9.2 Contractor's Obligation

The City is committed to a recycling program. If available, it is the obligation of the Contractor, under the Contract, to recycle the waste material through an approved recycling plant. Records and reports of waste recycle will be submitted to the City on a regular monthly basis.

The provisions below shall supplement but not replace the provisions in Section 5 of the Standard Specifications.

SECTION 5 LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1.1 Public Work

The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2.1 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

5-3.2.2 Failure to Pay Prevailing Rates

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for

failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.2.3 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

5-3.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit \$100.00 for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

5-3.4 Hours of Labor

The Contractor acknowledges that eight hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit \$25.00 for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

5-3.5 Apprentices

The following paragraph should be added at the end of Subsection 5-3.5:

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any

applicable apprenticeship program. Within 60 Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.6 Registration with the DIR

Subsection 5-3.6 is hereby added to the Standard Specifications as follows:

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or Subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.7 Compliance Monitoring and Posting Job Sites

Subsection 5-3.7 is hereby added to the Standard Specifications as follows:

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.8 Subcontractors

Subsection 5-3.8 is hereby added to the Standard Specifications as follows:

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.9 Prevailing Wage Indemnity

Subsection 5-3.9 is hereby added to the Standard Specifications as follows:

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.9 shall survive expiration or termination of the Contract.

5-4 *INSURANCE*

The first paragraph of Section 5-4.1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-5.

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of the Standard Specifications, as modified below.

The following provisions are hereby added to Section 5-4.1 of the Standard Specifications:

5-4.1.1 Acceptability of Insurers.

The insurance policies required under this Section 5-4 shall be issued by an insurer authorized or admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the

A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 5-4.

5-4.1.2 Additional Insured.

The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

5-4.1.3 Primary and Non-Contributing.

The insurance policies required under this Section 5-4 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to the City. Any insurance or self-insurance maintained by the City, its officers, employees, agents or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it. This provision shall also apply to any excess/umbrella liability policies.

5-4.1.4 Contractor's Waiver of Subrogation.

The insurance policies required under this Section 5-4 shall not prohibit the Contractor and the Contractor's employees, agents or Subcontractors from waiving the right of subrogation prior to a loss. The Contractor hereby waives all rights of subrogation against the City.

5-4.1.5 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

5-4.1.6 Cancellations or Modifications to Coverage.

The Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 5-4 during the term of the Contract. The commercial general and automobile liability policies required under the Contract shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to the City. If any insurance policy required under this Section 5-4 is canceled or reduced in coverage or limits, the Contractor shall, within two business days of notice from the insurer, phone, fax or notify the City via certified mail, return receipt requested, of the cancellation of or changes to the policy

5-4.1.7 City Remedy for Noncompliance.

If the Contractor does not maintain the policies of insurance required under this Section 5-4 in full force and effect during the term of the Contract, or in the event any of the Contractor's policies do not comply with the requirements under this Section 5-4, the City may either immediately terminate the Contract or, if insurance is available at a reasonable cost, the City may, but has no duty to, take out the necessary insurance and pay, at the Contractor's expense, the premium thereon. The Contractor shall promptly reimburse the City for any premium paid by the City or the City may withhold amounts sufficient to pay the premiums from payments due to the Contractor.

5-4.1.8 Evidence of Insurance.

At least two Working Days prior to the performance of Services under the Contract, the Contractor shall furnish the City's Risk Manager with a certificate or certificates of insurance and all original endorsements (both of which must reference the same Policy number), evidencing and effecting the coverages required under Section 5-4 of the Standard Specifications, as modified by this Section 5-4. The endorsements are subject to approval by the City's Risk Manager. The Contractor may provide complete, certified copies of all required insurance policies to the City. The Contractor shall provide proof to the City's Risk Manager that insurance policies expiring during the term of the Contract have been renewed or replaced with other policies providing at least the same coverage. The Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements must specifically name the City of Manhattan Beach and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds. The Contractor shall maintain current insurance certificates and endorsements on file with the City's Risk Manager at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Where the Contractor has entered into an agreement with a Professional Employment Organization (PEO) to provide human resources, workers' compensation insurance, or other benefits to the Contractor's employees, the Contractor must also submit the agreement with the PEO. If the evidence of insurance submitted by the Contractor pursuant to this Section 5-4

evidences that the insurance is provided by the PEO, all such PEO-provided insurance coverages and indemnities must comply with the requirements of these Contract Documents.

5-4.1.9 Indemnity Requirements not Limiting.

Procurement of insurance by the Contractor shall not be construed as a limitation of Contractor's liability or as full performance of the Contractor's duty to indemnify the City under Section 5-8 of the Contract.

5-4.1.10 Subcontractor Insurance Requirements.

The Contractor shall require each of its Subcontractors that perform Services under the Contract to maintain insurance coverage that meets all of the requirements of this Section -5-4.

5-4.1.11 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

5-4.1.12 Subcontractors

The Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor's insurance.

The provisions below shall supplement but not replace those provisions in Sections 5-4.2, 5-4.3, and 5-4.4 of the Standard Specifications.

5-4.2 General Liability Insurance

Instead of the minimum limits listed in Section 5-4.2 of the Standard Specifications, the Contractor shall procure and at all times during the term of the Contract carry, maintain, and keep in full force and effect Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If the Contractor is a limited liability company, the commercial general liability coverage shall be amended so that the Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

5-4.3 Workers' Compensation Insurance

Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If the Contractor has no employees while performing the Work under the Contract, a Workers' Compensation policy is not required, but the Contractor shall execute a declaration that it has no employees.

5-4.4 Automobile Insurance

Instead of the minimum limits listed in Section 5-4.4 of the Standard Specifications, the Contractor shall procure and at all times during the term of the Contract carry, maintain, and keep in full force and effect Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Contract with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If the Contractor does not use any owned, non-owned or hired vehicles in the performance of the Work under this Contract, the Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required by Subsection 5-4.2.

5-4.5 Insurance Requirements not Limiting

Subsection 5-4.5 is hereby added to the Standard Specifications as follows:

If the Contractor maintains broader coverage and/or higher limits than the minimums required above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

5-7 SAFETY

The provisions below shall supplement but not replace those provisions in Subsection 5-7 of the Standard Specifications.

5-7.8 Steel Plate Covers

5-7.8.1 General

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

5-8 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 5-4.1 of the Standard Specifications.

5-8.1 Contractor's Duty.

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that the Contractor shall bear the legal liability thereof) in the performance of

the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. The Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

5-8.1.1 Taxes and Workers' Compensation

The Contractor shall pay all required taxes on amounts paid to the Contractor under the Contract, and indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract. The Contractor shall fully comply with the Workers' Compensation law regarding the Contractor and the Contractor's employees. The Contractor shall indemnify and hold the City harmless from any failure of the Contractor to comply with applicable Workers' Compensation laws. The City may offset against the amount of any fees due to the Contractor under the Contract any amount due to the City from the Contractor as a result of the Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this Subsection 5-8.1.1.

5-8.1.2 Subcontractor Indemnity Agreements

The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 5-8 from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor's Subcontractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that the Contractor's Subcontractor shall bear the legal liability thereof) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

5-8.2 Workers' Compensation Acts not Limiting.

The Contractor's indemnifications and obligations under this Section 5-8, or any other provision of the Contract, shall not be limited by the provisions of any Workers' Compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

5-8.3 Insurance Requirements not Limiting.

The City does not, and shall not, waive any rights that it may possess against the Contractor because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to the Contract. The indemnities in this Section 5-8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against the City.

5-8.4 Survival of Terms.

The Contractor's indemnifications and obligations under this Section 5-8 shall survive the expiration or termination of the Contract.

5-8.5 Civil Code Exception.

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.6 Nonwaiver of Rights.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.7 Waiver of Right of Subrogation.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

In addition to the construction schedule required pursuant to Section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and approval. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:

- a. A Change Order significantly affects the Contract completion date or the sequence

of construction approach or activities; or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

Contractor shall provide a Schedule that minimizes disruption to the operations of the Police Department. The Contractor is encouraged to initiate work on the first floor areas of the building and complete that work in every regard prior to initiating work on the basement floor areas. The Contractor shall propose a work schedule in reasonable phase work areas allowing other areas of the same floor to continue to operate without interruption. Each phase work area is to be fully complete to the City's satisfaction prior to initiating the next phase work area. The Schedule is subject to review and explicit approval of the City prior to initiating any work.

6-1.1.1 Pre-Construction Conference

Subsection 6-1.1.1 is hereby added to the Standard Specifications as follows:

Approximately five Days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its 24-hour emergency telephone numbers to the Engineer for approval a minimum of two Working Days before the pre-construction conference. Unless previously submitted to the Engineer, the Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.

- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Subsection 6-1.1.2 is hereby added to the Standard Specifications as follows:

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two-week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-2 *PROSECUTION OF THE WORK*

Add the following as Section 6-2.1:

6-2.1 Excess Cost of City Personnel and Inspection Personnel

For any overtime or emergency work beyond a regular eight-hour day and for any work performed on Saturday, Sunday, or holidays, the charges for City personnel and City consultants/independent contractors, 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 City personnel and City consultants/independent contractors shall be computed pursuant to the actual costs incurred by City, including but not limited to, overtime costs, fringe benefits, and overhead costs.

6-3 *TIME OF COMPLETION*

6-3.2 Contract Time Accounting

Add the following at the end of Subsection 6-3.2:

The Contract Time for completion of the Work, including corrective items of Work, shall be 60 working days in accordance with Section 4 of the Contract. Contract Time extensions, when granted by the Engineer, will be in Working Days and in accordance with the Contract Documents, and will be set forth in writing via Change Order.

Add the following as Section 6-3.2.1:

6-3.2.1 Hours of Work

The Contractor shall not conduct any operations or perform any Work pertaining to the Project outside the working days and hours as defined in Section 10-8 Working Days and Hours. 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.

6-4 DELAYS AND EXTENSIONS OF TIME

Add the following at the end of Subsection 6-4:

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by the Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time

Add the following at the end of Subsection 6-4.2:

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays

Add the following at the end of Subsection 6-4.3:

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-6 SUSPENSION OF THE WORK

6-6.1 General

Add the following paragraph following paragraph at the end of Subsection 6-6.1:

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 its responsibility to complete the work within the time limit set forth herein and shall not be considered cause for extension of the time for completion, and further, such suspension of work shall not entitle the Contractor to any additional compensation.

6-8 *TERMINATION OF THE CONTRACT FOR CONVENIENCE*

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contract for any other reason or for no reason upon 30 Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to the Contractor for the full performance of the services described in the Contract.

Furthermore, some of the City's projects are funded in whole or in part by funds other than the City's General Fund. If this Project is funded by such external funds in whole or in part, or if those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project immediately. The City shall reimburse the Contractor for its work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard.

6-9 *LIQUIDATED DAMAGES*

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 3-13.1 of the Standard Specifications. The liquidated damages value is hereby amended to be \$1,000.00 per day.

SECTION 7. MEASUREMENT AND PAYMENT

The provisions below shall supplement but not replace those provisions in Section 7 of the Standard Specifications.

7-1 *MEASUREMENT OF QUANTITIES OF UNIT PRICE WORK*

7-1.1 General

Add the following at the end of Subsection 7-1.1:

All items of Work which are not designated on the Bid Schedule by the letters "F" or "LS" or words "Final" or "Lump Sum" shall have final pay quantities measured and paid for in accordance with the Standard Specifications and these General Provisions.

7-1.2 Methods of Measurement

Add the following at the end of Subsection 7-1.2:

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

7-2 LUMP SUM WORK

Delete the first sentence of Subsection 7-2 and substitute the following:

Items of Work which are designated by the letters "LS" or the words "Lump Sum" in the Estimated Quantities column of the Bid Schedule shall be paid for at the price indicated in the Bid, unless the dimensions of the Work, as shown on the Plans, are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantity of such Work, the final payment for the lump sum item will be revised in proportion to the change in dimensions authorized by Change Order.

Add the following at the end of Subsection 7-2:

The Contractor shall submit a Work item breakdown of the Bid, described in the second paragraph of Subsection 7-2, "Lump Sum Work," of the Standard Specifications, within ten Working Days after award of the Contract and/or at any other time as required by the Engineer.

No guarantee is made regarding the amount of Work required to complete a lump sum item of Work.

7-2.1 Progress Payments for Lump Sum Items of Work

The word "Complete" in the Estimated Quantities column of the Bid Schedule for a lump sum item of Work shall mean that payment for that item will only be made after all Work for that item has been completed. The "%" symbol in the Estimated Quantities column of the Bid Schedule for a lump sum item of Work shall mean that progress payments for that item will be allowed based on the percentage of completion as determined by the Engineer in each pay period, typically every 30 days. (See Subsection 7-3.2 of the Standard Specifications and these General Provisions.)

7-3 PAYMENT

7-3.1 General

Add the following at the end of Subsection 7-3.1:

In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

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 materials 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 thereof.

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 is not 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.

Delete the tenth paragraph of Subsection 7-3.1 and substitute the following:

Not later than 60 days from the date of Final Acceptance, the five percent deducted and retained from each progress estimate (see Subsection 7-3.2 of the Standard Specifications and these General Provisions) by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

Subsection 7-3.2.1 is hereby added to the Standard Specifications as follows:

The Contractor shall prepare and submit the form attached herewith (see Appendix I), or its 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 monthly, and a maximum of one progress payment request may be submitted each month. The Contractor shall submit a Conditional Waiver and Release Form (Civil Code Section 8132) with the applicable monthly progress payment request. Progress payment requests associated with work completed prior to June 30th (the end of the City's fiscal year), must be submitted no later than July 30th.

7-3.2.2 Payments

Subsection 7-3.2.2 is hereby added to the Standard Specifications as follows:

The City shall make payments within 30 Working Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven Working Days after receipt, and shall explain in writing the reasons why the payment request is not proper. Acceptance by the Contractor of the payment made in accordance with the 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.

7-3.2.3 Retention

Subsection 7-3.2.3 is hereby added to the Standard Specifications as follows:

The City shall withhold not less than five percent from each progress payment. The City shall withhold not less than five percent of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least 35 days after recordation of the Notice of Completion, or recordation of a notice of cessation, but not longer than the period permitted by Public Contract Code Section 7107.

In addition to retained percentage and liquidated damages, the City may withhold payments to the Contractor including for defective work not remedied and other valid claims against the Contractor.

7-3.2.4 Final Invoice and Payment

Subsection 7-3.2.4 is hereby added to the Standard Specifications as follows:

Whenever the Contractor shall have completely performed the Contract in the opinion of the Engineer, the Contractor shall submit to the Engineer a written statement of the final quantities of Contract items in the form of the final invoice, which must have an identical format to the progress payment request form attached herewith (see Appendix I). Upon receipt of the final payment request, the Engineer shall check the quantities included therein and shall authorize a payment amount, which in the Engineer's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The Contractor shall submit a Conditional Waiver and Release form (Civil Code Section 8136) with the Final Payment request. The Engineer shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

Final payment requests associated with work completed prior to June 30th (the end of the City's fiscal year), must be submitted no later than July 30th.

7-3.2.5 Substitute Security

Subsection 7-3.2.5 is hereby added to the Standard Specifications as follows:

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7-3.2.5.1 Substitution of Securities for Performance Retention

Subsection 7-3.2.5.1 is hereby added to the Standard Specifications as follows:

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City,

deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

Subsection 7-3.2.5.2 is hereby added to the Standard Specifications as follows:

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.3 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest

Subsection 7-3.2.5.3 is hereby added to the Standard Specifications as follows:

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment

Subsection 7-3.2.5.4 is hereby added to the Standard Specifications as follows:

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

Subsection 7-3.2.5.5 is hereby added to the Standard Specifications as follows:

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

Subsection 7-3.2.5.6 is hereby added to the Standard Specifications as follows:

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

7-3.5.2. Increases of More than 25 Percent

Delete Subsection 7-3.5.2 in its entirety and substitute the following:

Should the actual quantity of a Major Item of Work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications exceed the Bid quantity by more than 25%, a Change Order will be issued and payment for the quantity in excess of 25% of the Bid quantity will be made on the basis of an adjustment to the Contract Unit price mutually agreed to by the City and the Contractor or pursuant to Subsection 7-3.7 "Agreed Prices."

For Minor Items of Work, the Contractor will be paid using the Contract Unit Price, regardless of whether the actual quantity of the Minor Item of Work covered by a Contract Unit Price exceeds the bid quantity by more than 25%.

7-3.5.3 Decreases of More than 25 Percent

Delete Subsection 7-3.5.3 in its entirety and substitute the following:

Should the actual quantity of a Major Item of Work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications be less than 75% of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, a Change Order shall be issued and payment shall be made on the basis of an adjustment to the Contract Unit Price mutually agreed to by the City and the Contractor, or pursuant to Subsection 7-3.7 "Agreed Prices"; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price.

For Minor Items of Work, the Contractor will be paid using the Contract Unit Price, regardless of whether the actual quantity of the Minor Item of Work covered by a Contract Unit Price is less than 75% of the Bid quantity.

7-3.5.4 Changes for Items Not Covered by Unit Prices

Subsection 7-3.5.4 is hereby added to the Standard Specifications as follows:

Payment for any change for an Item of Work not covered by a Contract Unit Price shall be made pursuant to Subsection 7-4 "Payment for Extra Work."

7-4 PAYMENT FOR EXTRA WORK

7-4.1 General

Add the following at the end of Subsection 7-4.1

Any change in the Work for an Item of Work not covered by a Contract Unit Price that involves both added and deleted Work shall be paid on the basis of the net total cost. The cost of deleted Work not covered by a Contract Unit Price shall be determined by the Engineer based on the schedule of lump sum prices submitted by the Contractor in accordance with Subsection 7-2, "Lump Sum Work," of the Standard Specifications and the General Provisions.

7-4.2.1 Labor

Delete Subsection 7-4.2.1 in its entirety and substitute the following:

The cost of labor will be the actual cost for wages prevailing locally for each craft or type of worker (including foreman when authorized by the Engineer) performing the Extra Work at the time the Extra Work is done, plus liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, as well as assessments or benefits required by lawful collective bargaining agreements.

To the actual wages, as defined above, will be added a labor surcharge set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" that is in effect on the date upon which the Extra Work is performed. The labor surcharge shall constitute full compensation for all payments imposed by State and federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages, subsistence and travel paid to the workers. The labor surcharge includes Workers' Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment, and State Training taxes.

Except when direct supervision is provided by working foremen whose time is included in accordance with Subsection 7-4.2.2, the cost of direct supervision of Extra Work, when such direct supervision is provided exclusively for the Extra Work and not in conjunction with or at the same time as supervision for other Work, and when approved in advance in writing by the Engineer, may be charged to the Extra Work. Such cost includes only the actual cost of supervision labor, plus payroll taxes, insurance, and pension costs. The cost of transportation, use of vehicle, and other costs incurred by supervision will not be allowed.

7-4.2.2 Materials

Add the following to the end of Subsection 7-4.2.2:

If the Contractor does not furnish satisfactory evidence of the cost of the materials from the actual supplier thereof within 10 working days following delivery of materials to the Work site, the Engineer reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials were available, in the quantities concerned, delivered to the location of the Work site, less any discounts.

7-4.2.3 Tool and Equipment Rental

Delete Subsection 7-4.2.3 in its entirety and substitute the following:

No payment will be made for individual pieces of equipment or tools not listed in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" that is in effect on the date upon which the Extra Work is performed and that have a replacement value of \$200.00 or less, whether or not consumed by use. Such equipment or tools shall be considered to be small tools.

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Labor Surcharge and Equipment Rental Rates publication that is in effect on the date upon which the Extra Work is performed.

Move in and out, or minimum charges other than the hourly rate, shall not apply to equipment available from the force already on the Project site.

For equipment that is rented from a local equipment agency, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time the equipment is used on Extra Work. If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in the Labor Surcharge and Equipment Rental Rates publication, a suitable rental rate for that equipment will be established by the Engineer. The Contractor may furnish any cost data that might assist the Engineer in the establishment of the rental rate. If the rental rate established by the Engineer is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

When owner operated equipment is used to perform Extra Work to be paid on a force account basis, the Contractor will be paid for the equipment and operator as follows:

1. Payment for the equipment will be made at the rental rates listed for such equipment in the Labor Surcharge and Equipment Rental Rates publication that is in effect on the date upon which the Extra Work is performed.

2. Payment for the cost of labor will be made in conformance with the provisions in Subsection 7-4.2.1 "Labor" of the General Provisions.

7-4.3 Markup

Delete Subsection 7-4.3 in its entirety and substitute the following:

The markup for overhead and profit on Extra Work shall be in accordance with the

following schedule.

7-4.3.1 Work by Contractor.

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

- 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, one percent shall be added as compensation for bonding.

7-4.3.2 Work by Subcontractor.

For Extra Work performed by a Subcontractor, the markup established in Subsection 7-4.3.1 of the General Provisions shall be applied to the Subcontractor's costs. An additional five percent shall be added to the Subcontractor's final cost, which shall reimburse the Contractor for administrative costs, including overhead and profit.

7-4.3.3 Work by Sub-Subcontractor.

Subsection 7-4.3.3 is hereby added to the Standard Specifications as follows:

For Extra Work performed by a sub-Subcontractor, the markup established in Subsection 7-4.3.1 of the General Provisions shall be applied to the sub-Subcontractor's costs. An additional ten percent shall be added to the sub-Subcontractor's final cost, five percent of which shall reimburse the Contractor for administrative costs, including overhead and profit, and five percent of which shall reimburse the Subcontractor for administrative costs, including overhead and profit.

7-4.3.4 Work by Specialist.

Subsection 7-4.3.4 is hereby added to the Standard Specifications as follows:

If the Engineer and the Contractor agree that a service or an item of Extra Work cannot be performed by the forces of the Contractor or those of any of its Subcontractors or sub-Subcontractors, such service or Extra Work item may be performed by a specialist. Invoices for such services or items of Extra Work calculated on the basis of current market prices may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization.

If the Contractor is required to perform Extra Work that requires a fabrication or matching process in a fabrication or machine shop facilities away from the Project site, the charges for that portion of the Extra Work performed in such facility may, by agreement between the Contractor and Engineer, be accepted as a specialist billing.

For Extra Work performed by a specialist, 15% shall be added to the specialist's invoice price less a credit to the City for any cash or trade discount offered or available, whether or not such discount may have been taken; such percentage shall reimburse the Contractor for administrative costs, including overhead and profit.

7-4.3.5 Work not Covered by Unit Prices.

Subsection 7-4.3.5 is hereby added to the Standard Specifications as follows:

Markup for overhead and profit on any change in the Work for an Item of Work not covered by a Contract Unit Price that involves both added and deleted Work shall be paid, in accordance with this Subsection 7-4.3 of the General Provisions, only if the net cost increases the Contract Price (i.e., if the cost for added Work exceeds the cost for deleted Work).

7-4.4 Daily Reports by Contractor

Delete the first sentence of Subsection 7-4.4 and substitute the following:

The Contractor shall submit daily reports for Extra Work showing all labor, material, and equipment costs incurred.

Add the following at the end of Subsection 7-4.4:

The daily reports shall describe in detail the Extra Work that was performed and the location (station, etc.). Separate daily reports shall be submitted for Extra Work that is performed for more than one location and for different tasks that are performed on the same day. Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily reports, or if not available, they shall be submitted with subsequent daily reports. The Contractor shall maintain the Contractor's records in such a manner as to provide a clear accounting of the costs.

Upon completion of the Extra Work, the Contractor shall submit a summary of costs, including markup for overhead and profit. All costs shall be in accordance with this Section 7-4 "Payment for Work." The signature of the City's Inspector on a daily report shall indicate agreement with the information reflected therein, not that the Contractor is entitled to payment of the costs in the report. The Engineer shall review the daily reports. The Engineer shall compare the Inspector's records with the completed daily reports furnished by the Contractor and make any necessary adjustments. When the daily reports are agreed upon and signed by both parties, these reports shall become the basis of payment for the Extra Work performed.

7-4.5 Extension of Time

Add the following as Subsection 7-4.5:

If the Contractor is delayed in completing the Extra Work due to a change ordered by the City, the time for completion of Work will be extended in accordance with Section 6-4 of these General Provisions.

7-6 *AUDIT*

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition

precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three and one-half years after Final Acceptance under the Contract. The Contractor shall include a copy of this Section 7-6 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

The following paragraph shall be added following the first paragraph of Section 8-1:

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Sections 9 and 10 are hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9. CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT PLAN

9.1 GENERAL

To ensure that solid waste generated in the City is reduced, reused or recycled, the Contractor shall submit a "Waste Management Plan" (WMP) to the Engineer for review and approval, using the form found at the end of this Section 9. After the WMP has been reviewed by the Engineer, it will be returned to the Contractor in one of the following four status conditions:

- "Approved"
- "Further Explanation Required": The Engineer will return the WMP to the Contractor with questions about the WMP. The 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 Section 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 7.3.1 and 7.3.2 shall be withheld until final WMP is submitted to the City and approved by the City.

9-2 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 the 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 65% 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 Section, 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.

9-3 *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 it 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.

9-4 *DIVERSION PROGRAM*

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 CalRecycle measurement protocols. The following equation defines the "Generation-Based Diversion Quantification Methodology":

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

9-5 *ADDITIONAL INFORMATION*

Other materials to assist the Contractor in completing the WMP can be found on the City's website at www.manhattanbeach.gov.

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

CITY OF MANHATTAN BEACH
Construction & Demolition Waste Management Plan

Manhattan Beach Municipal Code 5.26 requires construction projects to reuse or recycle 65% of all construction site waste (all demolition and roof tear-off projects, and all construction with a total value of \$100,000).

REQUIRED GOAL: REUSE OR RECYCLE A MINIMUM OF 65% OF ALL PROJECT WASTE

Instructions:

1. Complete entire WMP & submit to the Project Manager as a project submittal.
2. Reuse and/or recycle at least 65% of all construction site waste and keep good records of all facility waste tickets.
3. Submit a copy of this WMP and ALL recycling and landfill facility weight tickets before Final Inspection to the Project Manager as a new project submittal. **A COPY OF THIS WMP AND RECEIPTS OF ALL RECYCLING AND DISPOSAL SHALL BE SUBMITTED BEFORE FINAL PAYMENT WILL BE MADE BY THE CITY.**

Fines for Non-Compliance (MBMC 5.26.020): Demo projects up to \$5,000 and Construction projects up to \$10,000

Project Name: _____

Project Address: _____

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: **Project Manager by email or Engineering Division, City of Manhattan Beach 3621 Bell 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	Vendor or Facility to be Used (Destination)	Actual Reused/ Recycled	Actual Disposed/ Landfilled	Vendor or Facility Used (Destination)
Asphalt & Concrete						
Bricks/Masonry/LVTs						
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						

*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.)

If you are requesting an infeasibility exemption and the estimated amount reused/recycled is less than 65%, please explain why (attach additional sheets if necessary):

If the actual amount reused/recycled is less than 65%, please explain why:

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

SECTION 10. ADDITIONAL TERMS

10-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

10-2 NOTICE TO PROCEED

Upon award of the Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

10-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

10-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk, building features or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in its Bid.

10-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

10-6 SOILS ENGINEERING AND TESTING

N/A

10-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

10-8 WORKING DAYS AND HOURS

The Contractor shall do all Work between the hours of **8:00 pm and 5:00 am**, Sunday night through Friday morning, respectively. Working hours shall be adjusted as directed, if necessary, to meet Police Department operational functionality. No Work will be allowed on Saturday, Sunday or City holidays listed on the City's website unless specifically mentioned in the Contract Documents or authorized by the City Engineer.

In addition, no Work will be allowed on any election or special election day that may be declared within a 300-foot radius of any voting location or in any location that will disturb access to any voting location, as determined and directed by the City Engineer. If the Work is within the 300-foot radius or disturbs access to any voting location, as determined by the City Engineer, a time extension of one Working Day will be granted for each such Day that Work cannot be performed.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give 24 hours' notice to the Engineer so that inspection may be provided. Charges to the Contractor for inspection will be incurred as stated in Section 6-2.1.

10-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or the Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code

Section 810 *et seq.*) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 *et seq.* (Article 1.5), where applicable. The Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.

10-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

10-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

10-12 CONTRACTOR’S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor’s actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

10-13 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within 12 months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-14 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to the Contract shall be in the Los Angeles County Superior Court.

10-15 TIME

Time is of the essence in these Contract Documents.

10-16 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

10-17 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-18 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-19 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

10-20 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-21 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

10-22 REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19

The Contractor and all Subcontractors for the Work shall comply with all applicable Federal, State, Los Angeles County, and City statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention. This requirement specifically includes, without limitation, compliance with the “Safety and Health Guidance COVID-19 Infection Prevention in Construction” issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on October 27, 2020 and as may be amended from time to time by the Department.

Prior to the pre-construction meeting, the Contractor shall submit to the City a “COVID-19 Mitigation Program” implementing these requirements and shall post the COVID-19 Mitigation Program on the project site in a manner designated by the City’s Project Manager. The failure of employees or workers of the Contractor and all subcontractors on the Work to comply with these requirements shall be a default per Section 6-7.1, and may also result in a suspension of the Work pursuant to Section 6-6. Contractor acknowledges that, in the event that the Engineer suspends the Work as a result of such failure by Contractor or one of its subcontractors to comply with these requirements, City is not responsible for the delay, and that pursuant to Section 6-6.1 the Contractor is not entitled to compensation. The Contractor shall also pay to the City the costs and expenses incurred by the City resulting from the failure of employees of the Contractor and all subcontractors on the Work to comply with these requirements including, but not limited to, the salaries and benefits for City employees who are unable to work due to exposure to COVID-19 as a result of such failure, and workers compensation benefits and expenses. Delays in the Work resulting from Contractor’s or its subcontractor’s failure to comply with these regulations shall not be considered an unforeseen event entitling Contractor to an extension of time or payment for delay pursuant to Section 6-4 of the Standard Specifications.

PART 2 - CONSTRUCTION MATERIALS

Incorporated by Reference and as defined herein.

1. LVT Flooring – City is providing all of the LVT flooring as acquired from Bentley as Ingrained Luxury Vinyl Plank, BMMNT0948V-801985 (Organic).
2. Glue – Contractor shall supply Healthbond 2399 Ultra Green plus Premium Pressure Sensitive Adhesive. Provide submittal.
3. Baseboard/Coving – Contractor shall supply 4” Black Rubber Base with Toe for use under every existing cabinetry and 6” Black Rubber Base with Toe for all wall applications. Match existing with new Tarkett “DC 40 4X4 1/8 Toe” and Tarkett “DC 40 6X4 1/8 Toe”. Apply with Mapei Ultrabond ECO 575 Premium Wall-Base Adhesive. Contractor shall supply and install door thresholds at all door openings. Provide submittal.
4. Water proofing – Contractor shall provide and apply Sika MB epoxy floor sealer to mitigate moisture in the concrete slabs. Apply per manufacturer’s recommendations. Provide submittal.
5. See Part 10 Technical Provisions for further requirements.

PART 3 - CONSTRUCTION METHODS

The corresponding provisions in Part 3 (Construction Methods) of the Standard Specifications are incorporated herein, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General. [Add the following to this section]:

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item.

1. Mobilization and Demobilization.
2. Documentation of existing conditions.
3. Maintain dust control at all times by sweeping; including developing a water supply.
4. Protection of facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
5. Removal and reinstallation of bolt down Locker Room benches.
6. Clearing and removal of debris from site of work including daily litter removal.
7. Items of work not otherwise listed as a Bid Item.

PART 4 - EXISTING IMPROVEMENT

The corresponding provisions in Part 4 (Existing Improvement) of the Standard Specifications are incorporated herein, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid. Note that the site of this work is within an active and ongoing business and the contractor's work shall defer to the needs of the city employees and the public when needing access to the site. No work shall interfere with the usual and customary business operations of the City of Manhattan Beach.

400-1.1 PROJECT SITE ACCESS REQUIREMENTS

The Work to be performed is within the Manhattan Beach Police Department Building which is a secure access controlled site operating on a 24-hour, 7-day per week basis. The Contractor's Staff shall be required to provide approved government identification documents, a current Real ID Driver's License and/or a US Passport, and pass a Live Scan Background Check, a process of collecting an individual's digital fingerprints and using them for a criminal background check, prior to gaining access to the worksite. Additionally, all Contractor's Staff shall be run for active Warrants. Contractor shall incur all costs for the Live Scan Background Check.

400-1.2 CONTRACTOR'S PERSONNEL

Contractor's personnel shall check in at the front desk every day of work, wear identification badges at all times during the onsite Work and shall not access any locations of the Work without a City escort being present. Limited parking spaces will be provided within the City Hall surface parking lot, subject to availability. Contractor's Personnel shall carpool to limit the number of vehicles at any one time. No onsite storage in the parking lot shall be allowed.

402-1 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City Engineer. The removal of the existing flooring shall include the removal of all glue and other materials to a smooth and clean surface.

402-2 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-3 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

402-4 NOTIFICATION

The Contractor shall notify the City Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction.

PART 5 - PIPELINE SYSTEM REHABILITATION

Not incorporated.

PART 6 - TEMPORARY TRAFFIC CONTROL

Not incorporated.

PART 7 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEM

Not incorporated.

PART 8 - LANDSCAPE AND IRRIGATION

Not incorporated.

PART 9 - SPECIAL INSTRUCTIONS

INTENTIONAL LEFT BLANK, SEE NEXT SECTION

PART 10 - TECHNICAL PROVISIONS

POLICE DEPARTMENT FLOORING REPLACEMENT

A. RELATED DOCUMENTS

Drawings and provisions of the Contract, apply to these specifications. See Appendices.

SECTION 09 65 00

RESILIENT FLOORING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. General: Provide resilient flooring in accordance with requirements of the Contract Documents.
- B. Related Work Specified Elsewhere
 - 1. None

1.2 REFERENCES

- A. General: Comply with the applicable provisions of the references, except as modified by governing codes and the Contract Documents. Where a recommendation or suggestion occurs in the referenced standards, such recommendation or suggestion shall be considered mandatory. In the event of conflict between referenced standards, this specification or within themselves, the more stringent standard or requirement shall govern.
- B. ASTM International (ASTM): ASTM E648, "Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source".
- C. ACI 302.1R Guide for Concrete Floor and slab construction
- D. ACI302.2R Guide for Concrete Slabs that Receive Moisture Sensitive Flooring Materials
- E. F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
- F. ASTM F1869 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes
- G. ASTM F2873 Standard Practice for the Installation of Self-Leeling Underlayment and the Preparation of Surface to Receive Resilient Flooring

1.3 **SYSTEM DESCRIPTION**

- A. Provide flooring system which has been manufactured, fabricated and installed to performance criteria certified by the manufacturer without defects, damage or failure.

1.4 **SUBMITTALS**

- A. Product Data: Submit for Owner's action. Submit manufacturer's technical literature and specifications including installation instructions for each type of resilient flooring, resilient base and accessory.
- B. Flooring Installation Phasing Plan: Submit a proposed Phasing Plan to limit the relocation of City Staff to no more than one operational area at a time to completion. For example, relocate the administrative offices as a phase, relocate the detective offices as a phase, close one Locker Room at a time as a phase, replace the flooring in the jail as a phase, etc. The City shall have the final approval on the areas of relocation as phased work and the Contractor shall comply with the City's limitations on work areas.
- C. Shop Drawings: Submit for Owner's action. Submit shop drawings for the installation of the Work. Provide shop drawings for the following:
 - 1. Patterns and locations of each type of resilient flooring including seaming diagram at no less than 1/8" = 1'
 - 2. Assembly, coving and termination details at no less than 3" = 1'
- D. Samples: Submit for Owner's action. Label samples to indicate product, characteristics, and location in the Work. Samples will be reviewed for color and appearance only. Furnish sufficient samples to establish the full range of colors and textures for materials exposed in the finished work. Compliance with other requirements is the responsibility of the Contractor. Submit the following:
 - 1. Resilient LVT Flooring: Full size for each type, color and size.
 - 2. Resilient Base: Each type and color, 24 in. (600mm) long.
 - 3. Rubber Stair Nosing: Each color, 24 in. (600mm) long.
 - 4. Rubber Stair Treads: Each color, 24 in. (600mm) long x full width.
 - 5. Sheet Vinyl Flooring: Each color, 24 in. (600mm) square. Sample shall show typical seam.
 - 6. Accessories: One of each type; 24 in. (600mm) long.
 - 7. Door Thresholds, variable length.

E. Quality Control Submittals: Submit the following for Owner's information:

1. Certifications

- a. Document Review: Before commencing work, submit a written statement signed by the Contractor and the Applicator certifying that the Contract Documents, shop drawings and product data have been reviewed with material manufacturers' qualified technical representatives and that they agree the selected materials are proper, compatible with contiguous materials and adequate for the application shown.
- b. Certification from an independent testing laboratory acceptable to authorities having jurisdiction that resilient flooring system specified complies with fire test performance requirements.

2. Installer's Qualifications: Evidence of successful completion of work of similar scope to that shown and specified for this Project.

3. Manufacturer's Qualifications: Evidence that the specified materials have been manufactured by the same source and successfully utilized for a minimum of 5 years on projects of a similar scope to that shown and specified for this Project.

F. Closeout Submittals: Submit for Owner's documentation.

1. Maintenance Manuals: Describing the materials, and procedures for cleaning and maintaining each type of resilient flooring system and accessory.

1.5 **QUALITY ASSURANCE**

A. Single-Source Responsibility: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.

B. Installer Qualifications: Engage an experienced installer to perform work of this Section who has specialized in installing resilient products similar to those required for this Project and with a record of successful in-service performance.

C. Regulatory Requirements: Comply with applicable requirements of the laws, codes, ordinances and regulations of Federal, State and Municipal authorities having jurisdiction. Obtain necessary approvals from authorities having jurisdiction.

1. Fire Resistance Ratings: Provide materials that have been tested and comply with the following fire test performance criteria as determined by an independent testing laboratory acceptable to the authorities having jurisdiction. Tests shall include backing materials.

- a. Resilient Flooring: A minimum radiant flux of 0.22 watts/sq. cm for the full duration of the test when tested in accordance with ASTM E648, based on the average of three replicate tests.
- b. Resilient Base: A flame spread rating of 75 or less and a smoke developed rating of 450 or less when tested in accordance with ASTM E84.

- D. Field Samples: When directed prior to installation, provide a field sample for each type resilient flooring and accessory in the building at areas designated. Utilize the same materials and installation methods in the samples as required for the final Work. Schedule the installation so that the sample may be examined, and necessary adjustments made, at least 1 week prior to date scheduled for commencing installation of the Work. When accepted, sample areas shall serve as the standard for materials, workmanship, and appearance for such Work throughout the project and shall remain a part of the final Work.

1.6 DELIVERY STORAGE, AND HANDLING

- A. Delivery and Storage: Deliver materials to job site in manufacturer's unopened containers clearly marked with manufacturer's name, brand, size, thickness, grade, color and design. Store materials per manufacturer's recommendations.
- B. The existing supply of city provided LVT is in a specified section of the City Hall parking garage. The Contractor will be allowed to store their materials in this same location, subject to City approval of the space need.

1.7 PROJECT/SITE CONDITIONS

- A. Temperature Requirements: Maintain temperature in spaces receiving resilient flooring at 65 deg. F. (18 deg. C.) or a maximum of 85 deg. F. (30 deg. C.) minimum at least 72 hours before, during, and after installation.
- B. Store materials on flat surfaces in the areas scheduled to receive resilient flooring at least 72 hrs. prior to installation maintaining the above temperatures. Maintain proper temperature and ventilation as required for proper application and curing of adhesives.
- C. Remove LVT from boxes 72 hours prior to installation. Acclimate all materials per manufacturer's recommendations.

PART 1 -

1.8 MAINTENANCE

- A. Extra Materials: Furnish and deliver the following extra materials to Owner, at job site (store where directed) from same manufactured lot as materials installed, enclosed in protective packaging and labeled as to contents:
 - 1. Flooring: One unopened box of LVT for each 100 boxes (or fraction thereof) of each type, color, pattern and size installed.
 - 2. Resilient Bases and Accessories: Not less than 10 linear feet (1m) for each 500 linear feet (15m) or fraction thereof, of each type, color, pattern, and size of resilient accessory installed.

PART 2 - PRODUCTS

2.1 RESILIENT FLOORING MATERIALS

- A. Luxury Vinyl LVT: ASTM F1700, 9 in. (225mm) x 48 in. (1200mm) x 1/4 in. (5mm) thick, unless otherwise shown; manufacturer's standard color(s) as selected by the Owner.
 - 1. **Resilient Flooring Type: "Moment Organic" (Bentley).** LVT Flooring – City is providing all of the LVT flooring as acquired from Bentley as Ingrained Luxury Vinyl Plank, BMMNT0948V-801985 (Organic).

2.2 RESILIENT BASE MATERIALS

- A. Resilient Rubber Bases: ASTM F1861 Type TS Thermoset Vulcanized Extruded Rubber Base; Group 1 (solid), smooth finish, 0.125 in. (3mm) thick solid color throughout with ribbed back. Unless otherwise shown, provide bases 4 in. (100mm) high set-on cove type (Style B-Cove) at resilient LVT floor under existing built in cabinets and provide bases 6 in (152mm) high set on cove type (Style B Cove) at all other wall areas. install base in minimum 10' lengths. Manufacturer's standard color(s) as selected by Architect/match existing.

Baseboard/Coving – Contractor shall supply 4" Black Rubber Base with Toe for use under every existing cabinetry and 6" Black Rubber Base with Toe for all other walls. Match existing new with Tarkett "DC 40 4X4 1/8 Toe" and Tarkett "DC 40 6X4 1/8 Toe". Apply with Mapei Ultrabond ECO 575 Premium Wall-Base Adhesive.

2.3 AUXILIARY MATERIALS

- A. Resilient LVT Reducer Strip: Vinyl; 1/8 in. (3mm) thick x 1 in. (25mm) wide x length required; manufacturer's standard color(s) as selected by the Owner; one of the following or approved Equal:
 - 1. "No. 633" (Burke Mercer.).
 - 2. "Reducer Strip No. 22" (Roppe).
 - 3. "No. 192A" (Flexco.).
- B. Provide resilient door threshold to match existing at every door.
- C. Metal Edge Strips: Extruded aluminum alloy of standard design and finish, height required to protect edge of resilient flooring; maximum lengths to minimize joints; concealed anchorage type unless otherwise shown.
- D. Leveling and Patching Compounds: Type as recommended by flooring manufacturer. Do not use gypsum based leveling or patching compounds.
- E. Rigid Underlayment: CS236, Type 1, Density B, Class 1 particleboard floor underlayment, 3 in. (76mm) thick; or hardboard recommended by resilient flooring manufacturer.

- F. Adhesive for Resilient Flooring: Type recommended by resilient flooring manufacturer and best suited for the purpose. Water-resistant type recommended in writing by manufacturer for substrate and conditions indicated. Contractor shall supply Healthbond 2399 Ultra Green plus Premium Pressure Sensitive Adhesive.
- G. Moisture proofing existing concrete floors shall be by the application of Sika MB as applied by the manufacturer's recommendations.
 - 1. LVT Adhesive: Healthbond Ultra Green 2399 LVT. No Substitutions.
 - 2. Rubber Floor LVT and Sheet Adhesive: Use adhesive that has a VOC content of 60 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 3. Vinyl Floor LVT and Sheet Vinyl Flooring: Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 4. Resilient Base: Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- H. Cement for Resilient Bases: Waterproof type as recommended by base manufacturer.
- I. Primer: Non-staining type as recommended by resilient flooring manufacturer.
- J. Wax: FS P-W-155, 16% concentration; slip-resistant, water emulsion base.
- K. Sealers: Type as recommended by manufacturer as compatible with resilient LVT and adhesive.

PART 3 - EXECUTION

3.1 GENERAL

- A. Manufacturer's Instructions: Prepare substrates, apply primers and install the work of this Section, including components and accessories in accordance with the manufacturer's instructions, except where more stringent requirements are shown or specified, and where project conditions require extra precautions or provisions to ensure satisfactory performance of the Work.
- B. See Appendix III for Plans.

3.2 EXAMINATION

- A. Verification of Conditions: Examine the areas to receive the Work and the conditions under which the Work would be performed. Remedy conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.3 PREPARATION

- A. Substrate Acceptability: Commencement of installation shall constitute acceptance of substrate conditions by the Installer.
- B. Install resilient flooring and accessories after other finishing operations, including painting, have been completed. Do not install resilient flooring over concrete slabs until the latter have been cured and are sufficiently dry to achieve bond with adhesive as determined by resilient flooring manufacturer's bond and moisture test. Regardless of moisture test results, seal all floors with Sika MB prior to the installation of LVT.
- C. Clean substrate to remove deleterious substances which would impair the work. Remove coatings from subfloor surfaces that would prevent adhesive bond, including curing compounds, existing glues and other materials incompatible with resilient flooring adhesives, paint, oils, waxes and sealers. Roughen all concrete floors by grinding. Utilize a HEPA filter based vacuum system with the grinder.
- D. The General Contractor shall supply a smooth, flat concrete finish ready to receive the new flooring in accordance with ACI 302.1R Guide for Concrete Floor and Slab Construction and ACI 302.2R Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials.
- E. Prepare concrete floors in accordance with ASTM F710. Use leveling and patching compounds for filling cracks, holes and depressions in the substrate. Surface shall be smooth, level and at proper elevation. Surface shall not vary more than 3/16 in. (5mm) in 10 ft. (3m) in any direction from level, plumb or slopes shown. Remove roughness and protrusions from concrete surfaces by grinding. Broom clean or vacuum surfaces to be covered, and re-inspect subfloor.

F. **MOISTURE TESTING**

Moisture tests must be performed as per both ASTM F1869 "Standard Test Method for measuring Moisture Evaporation Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" and ASTM F2170 "Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes". Document and report results to the Engineer.

- G. Substrate moisture levels shall not exceed:
 - 1. Concrete slab with an effective moisture vapor barrier:
10 lbs/ 95% RH, < 12pH
 - 2. Concrete slab with radiant heating system:
8 lbs/ 95% RH, < 12pH

3.4 **INSTALLATION, GENERAL**

- A. All LVT must be installed direct glue down with specified adhesive.
- B. Prime Coat: Apply primer to concrete surfaces; work well into surface; use minimum

quantity that will assure complete surface coverage with a non-absorptive base. Allow primer to dry before applying adhesive. Prime coat may be omitted if recommended by resilient flooring manufacturer.

- C. Adhesive: Apply to substrate with properly notched steel trowels; allow adhesive to become tacky before applying resilient flooring.

- 1. Steel Trowel Size

- Porous Substrates: 1/16" x 1/16" x 1/16" Square Notch

- Non-porous Substrates: 1/16" x 1/32" x 1/32" U-Notch

- D. Starting from the center lines and working outward, apply the adhesive to the sub floor.
- E. To ensure uniform adhesion of the entire surface, apply a workable amount of adhesive at one time.
- F. Maintain a uniform spread rate. Replace Trowel (or trowel blade) as needed to maintain spread rate.
- G. Open time is the combination of flash time and working time for both wet and semi wet conditions.
- H. Do not install resilient flooring products until the work area can be temperature controlled.
- I. Allow the adhesive to begin to dry between the trowel notches but still provide wet transfer on the ridges.
- J. Extend resilient flooring into closets, offsets and under movable equipment of the rooms and spaces scheduled to receive resilient flooring, including recessed covers within those spaces. Extend unexposed edges of flooring under set-on bases and similar trim work. Scribe, cut and fit exposed edges of flooring and base adjoining other work accurately and neatly with a tight joint. Tightly cement resilient flooring to substrate without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections. Hand roll resilient flooring at perimeter of each covered area to assure adhesion.
- K. Install resilient flooring on covers for telephone and electrical ducts, and other such items occurring within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed in these covers. Tightly cement edges to perimeter of floor around covers and to covers.

3.5 **INSTALLATION, RESILIENT LVT**

- A. Layout: Lay LVT units symmetrically about center line of major room or space in a square pattern, unless otherwise shown; adjust so edge units are not less than 1/2 of LVT width.
- B. Match LVTs for color and pattern by selecting LVTs from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed LVTs.

- C. Installation: Lay LVT units with bottom surface securely bonded to substrate and top surface left smooth, clean and free from imperfections. Fit LVTs tightly so each unit is in contact with contiguous LVTs and joints are in proper alignment. Scribe, cut, and fit LVTs to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.
- D. Adhere LVTs to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections. Make neat tight joints where exposed edges abut other surfaces. Lay LVT with graining running in one direction as directed, unless otherwise shown. Align joints both directions in a square pattern unless otherwise shown.
- E. See Appendix V for Bentley installation recommendations.

3.6 RESILIENT WALL BASE INSTALLATION

- A. Acclimate resilient base to room temperature for a minimum of 24 hours prior to installation. Apply resilient base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base with preformed corner units, or fabricated from base materials with mitered or coped inside corners.
- B. Secure bases to surfaces with waterproof cement; make joints tight; keep top and bottom edges in firm contact with base in continuous contact with horizontal and vertical substrates and adjacent surfaces. Install in longest single lengths for each location where possible without gaps at seams and with tops of adjacent pieces aligned. Do not stretch base during installation.
- C. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
- D. Premolded Corners: Install premolded corners before installing straight pieces.
- E. Job-Formed Corners
 - 1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends). Shave back of base at points where bends occur and remove strips perpendicular to length of base that are only deep enough to produce a snug fit without removing more than half the wall base thickness.
 - 2. Inside Corners: Use straight pieces of maximum lengths possible. Form by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed. Shave back of base where necessary to produce a snug fit to substrate.
- F. See Appendix IV for details.

3.7 RESILIENT ACCESSORY INSTALLATION

NTS: Select one between resilient reducer strips or metal. If both are selected, locate and note on drawings

- A. Reducer Strips: Install resilient reducer strips in continuous lengths at exposed edges of resilient flooring, tightly butted to flooring and secure with adhesive. Install strips at edges of flooring which would otherwise be exposed.
- B. Metal Edge Strips: Install in continuous lengths at exposed edges of resilient flooring, and anchor strips solidly to substrate with countersunk nonmagnetic stainless steel screws; use lead shields for anchoring into concrete; space screws 1 in. (25mm) from each end and not more than 9 in. (225mm) centers at intermediate points. Install strips before applying primer or adhesive. Install strips at edges of flooring which would otherwise be exposed.
- C. Resilient Stair Nosings: Provide nosings in single lengths where shown. Apply with adhesive and make joints neat, tight and flush with resilient flooring.
- D. Resilient Stair Risers, Treads and Stringer Coverings: Scribe, cut and fit stair treads to adjoining work accurately and neatly with tight joints and in single lengths. Where indicated, provide 1/8 in. (3mm) thick molded rubber coved risers, molded treads and molded rubber stringer material; pattern and color as selected by the Architect. Install coved risers and treads in single lengths and stringer material with minimum number of joints.

3.8 LOCKER ROOM BENCH REMOVAL AND REPLACEMENT

- A. In each Locker Room, remove all wooden benches and metal support posts. Document the exact location of the benches.
- B. Upon completion of the flooring installation, restore the wooden benches in their exact locations and install the metal support posts per the manufacturer's directions. See Appendix IV for the bench hardware and installation requirements.

3.9 CLEANING

- A. Cleaning: Remove adhesive and other blemishes from exposed surfaces.
- B. Do not wash floor until time period has elapsed to allow resilient flooring to become well-sealed in adhesive. Clean floor thoroughly not more than 4 days before acceptance or occupancy by the Owner, clean the resilient flooring and base.
- C. Waxing: In accordance with manufacturer's instructions and as soon as the resilient flooring is completely dry after cleaning, apply a heavy coat of floor wax and buff thoroughly with mechanical buffers .

3.10 PROTECTION

- A. Protect work from damage and from normal wear and tear throughout construction period so that it will be without indication of use or damage at the time of acceptance by the Owner.
- B. Utilize plywood or hardboard covering to protect flooring from rolling load damage by carts or dollies used to move stationary equipment or furnishings across floors.

- C. Cover resilient flooring with undyed, untreated building paper until inspection for substantial completion.

PART 4 – BID ITEMS DESCRIPTIONS AND REQUIREMENTS.

1. Clearing and Grubbing, Mobilization and Demobilization shall include mobilization, demobilization, insurance, bonds, any and all traffic control, daily site cleaning, and any other work not specifically identified in other items of the scope of work, plans and specifications. This bid item shall be limited to a maximum of 5% of the total sum of all other bid items. Clearing and Grubbing shall be paid at the Lump Sum Price Bid and shall be limited in payment to not more than 50% per progress payment, including all labor and materials, and no additional compensation will be allowed therefore.
2. Relocate Office Furniture and all perform all Removals shall include temporary relocation and return of office furniture on a phased basis, removal of all existing flooring, glue and baseboards/coving in designated areas to a clean surface, removal and replacement of Locker Room Benches, coordination with the City IT staff for computer removals in advance of the work, and shall be paid on a percentage complete Lump Sum Price Bid basis including all labor and materials, and no additional compensation will be allowed therefore.
3. Grinding and Filling shall include grinding all concrete floors with use of a HEPA vacuum system, filling floor surfaces to a level plane, moisture testing and waterproof sealing of all concrete and shall be paid on a percentage complete Lump Sum Price Bid basis including all labor and materials, and no additional compensation will be allowed therefore.
4. Install City provided LVT Flooring shall include installation of LVT flooring on a phased basis in designated areas with Contractor supplied glue/adhesive, per manufacturer's recommendation. Said work shall be paid on a Square Foot of completed flooring basis including all labor and materials, and no additional compensation will be allowed therefore.
5. Install Finishes shall include installation of Contractor supplied door thresholds, 4" Rubber Base under cabinets and 6" Rubber Base at all wall locations and shall be paid on a percentage complete basis of the Lump Sum Price Bid including all labor, materials and equipment, and no additional compensation will be allowed therefore.

APPENDIX I **PROGRESS PAYMENT REQUEST FORM**

TO: CITY OF MANHATTAN BEACH
Engineering Division, 1400 Highland Avenue, Manhattan Beach, CA 90266
PROJECT TITLE _____

FROM: CONTRACTOR _____ Date _____
Address _____
Telephone _____ Submitted by _____
Progress Estimate # _____ 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.								
	Total							
	Less Retention							
	Less Previous Billing(s)							
	Total Amount Due							

City Approval: _____ Date: _____

NOTE: An updated Project Schedule must be provided with each monthly progress payment in accordance with Section 6-1 of the General Provisions in addition to a Conditional Waiver and Release form per Section 9 -3.2.1

APPENDIX II
CONTRACTOR'S DAILY REPORT TO THE CITY

(Only the Contractor's Foreman and Superintendent is authorized to Complete this form.)

Project Name: _____
Project Location: _____
Date: _____ Report No.: _____ Start Time: _____ End Time: _____
Contractor's Company Name: _____

Contractor's Foreman/Superintendent: _____
Name Signature

Work Accomplished

Equipment on Site	Hours

Workers on Site	Classification	Hours	Company

Note: It is the responsibility of the Contractor to provide this completed form to the City every working day by 5:30 PM, without fail. Failure to do so may result in the corresponding monthly progress payment to be delayed.

APPENDIX III

POLICE DEPARTMENT FLOORING REPLACEMENT

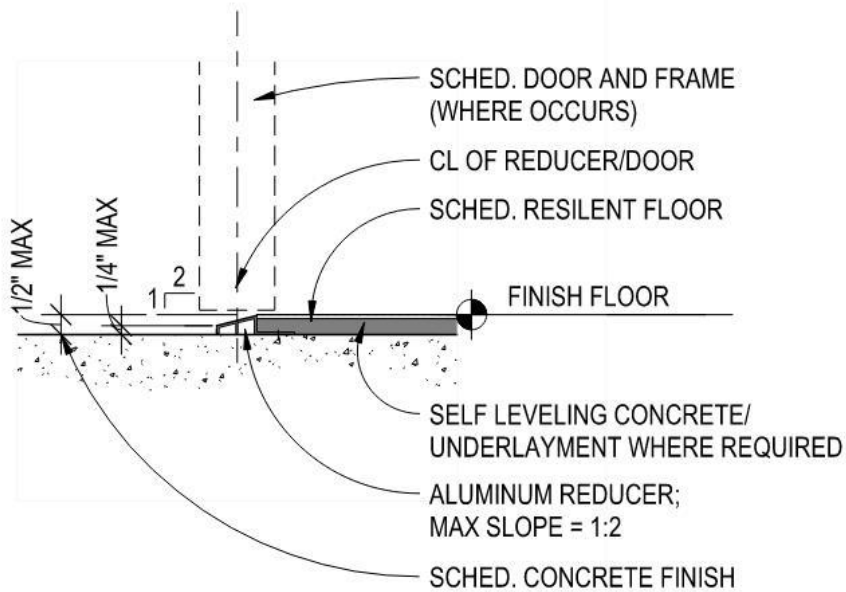
REFER TO WORK AREA PLANS

APPENDIX IV

POLICE DEPARTMENT FLOORING REPLACEMENT

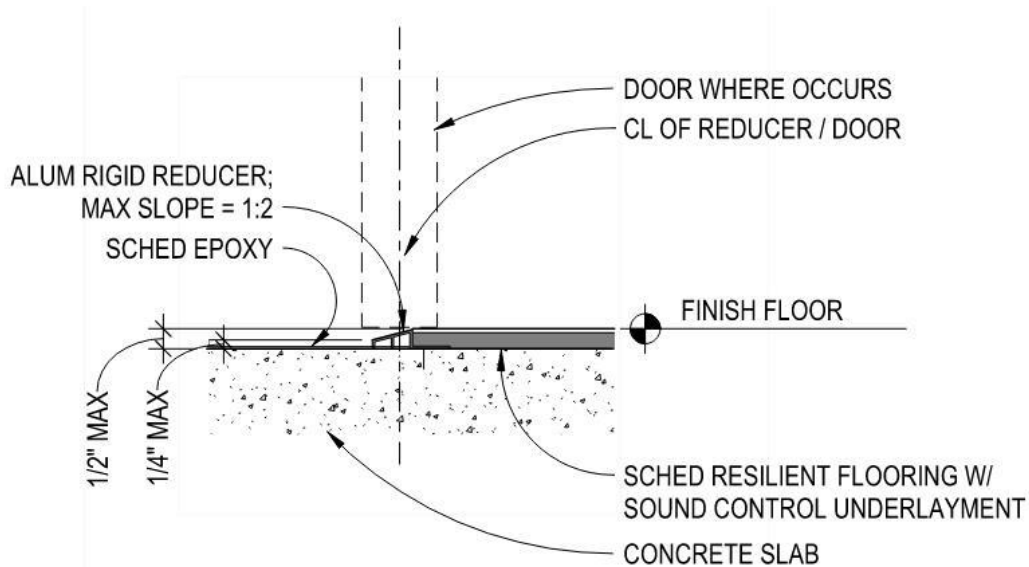
RUBBER BASE DETAILS

LOCKER ROOM BENCH DETAILS



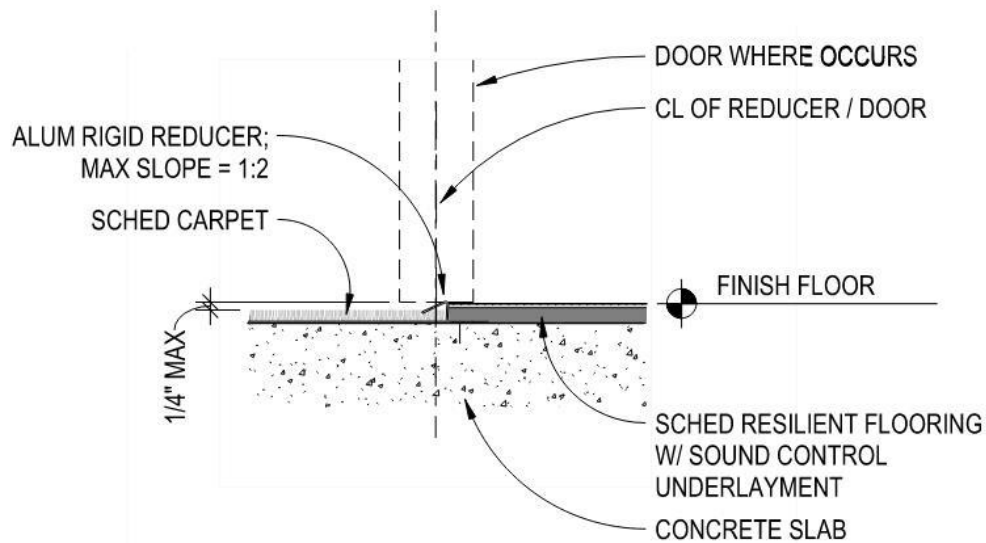
CONCRETE TO HOM/LVT 01

SCALE: 3" = 1'-0"



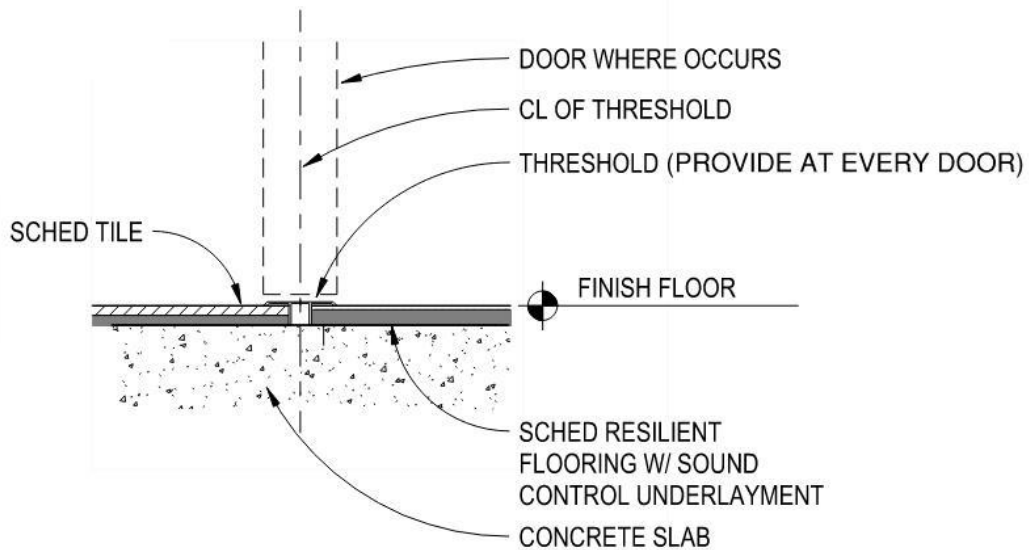
EPX TO HOM/LVT 02

SCALE: 3" = 1'-0"



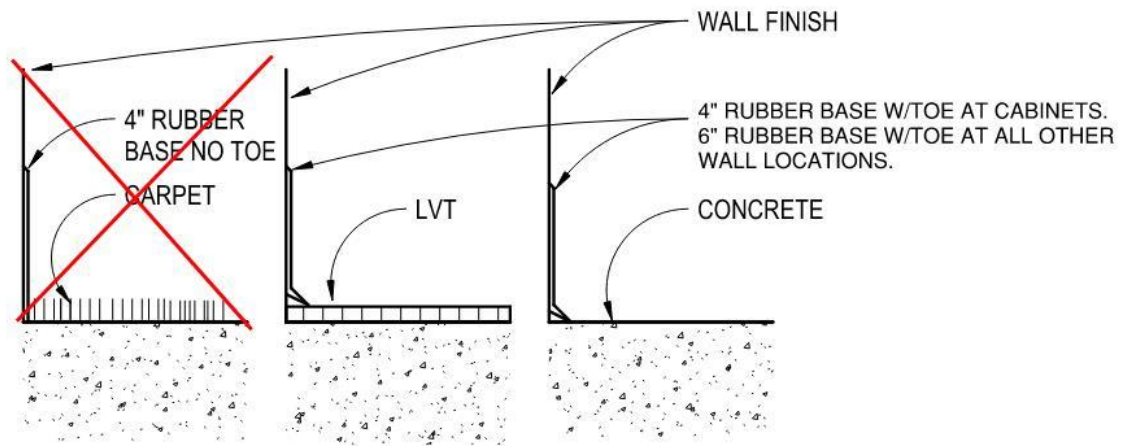
CARPET TO HOM/LVT/VCT 03

SCALE: 3" = 1'-0"



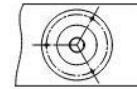
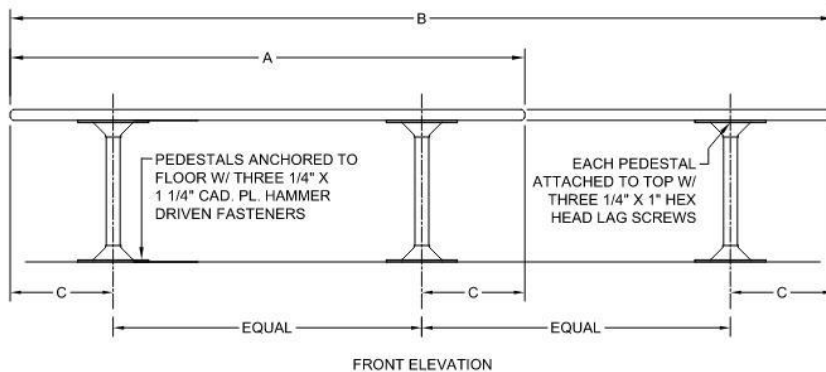
TILE TO HOM/LVT 04

SCALE: 3" = 1'-0"



TYP. WALL BASE 05

SCALE: 3" = 1'-0"

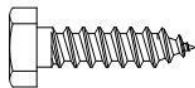


REQUIRED PER PEDESTAL:
 (3) 1/4" X 1" HEX. HD. LAG SCREWS
 (3) 1/4" X 1 1/4" CAD. PL. ANCHORS

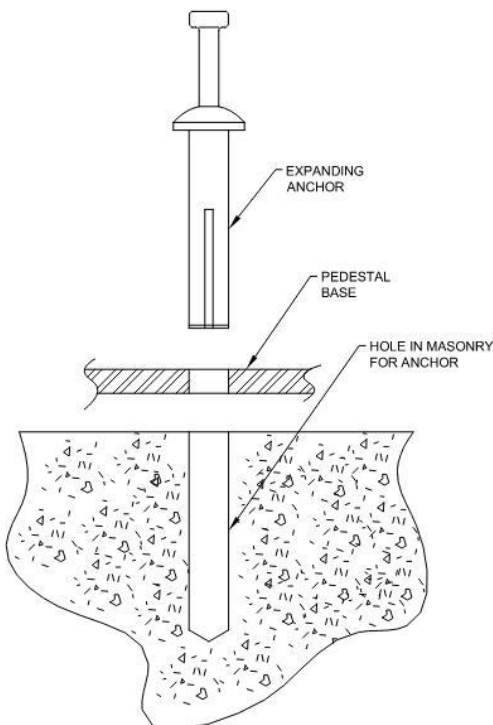
BENCH TOP LENGTHS												PEDESTAL QTY
A	2'	3'	4'	5'	6'	7'	8'					2 EACH
B								9'	10'	11'	12'	3 EACH
C	6"	6"	9"	12"	12"	12"	12"	12"	12"	12"	12"	

OPERATIONS

1. PLACE LOCKER BENCH TOP UPSIDE DOWN ON CLEAN FLAT SURFACE. CENTER OF PEDESTAL SHOULD BE APPROXIMATELY "C" FROM END OF TOP. ON BENCH TOPS LONGER THAN 8 FT. THERE WILL BE A THIRD PEDESTAL PLACED EQUAL DISTANT FROM BOTH END PEDESTALS. USING THE PEDESTALS AS A TEMPLATE CAREFULLY MARK ON THE BENCH TOP THE LOCATION OF THE PILOT HOLES TO BE DRILLED. THE PILOT HOLES SHOULD BE APPROXIMATELY 3/16" DIA.
2. PLACE PEDESTALS ON THE BENCH TOP AND FASTEN WITH 1/4" x 1" HEX HEAD LAG SCREW. LUBRICATE THE SCREW THREADS.
3. TURN BENCH OVER AND PLACE IT IN PERMANENT LOCATION.
4. USING THE PEDESTAL AS A TEMPLATE, CAREFULLY MARK ON THE FLOOR THE LOCATION OF THE HOLES TO BE DRILLED. IT IS ESSENTIAL THAT THE HOLE DRILLED IN THE FLOOR BE OF THE SAME DIAMETER AS THE ANCHOR, AND BE 1/4" DEEPER THAN THE DISTANCE THE ANCHOR WILL EXTEND INTO THE FLOOR. THE DRILLED HOLE MUST BE IN ACCURATE ALIGNMENT WITH THE HOLE IN THE PEDESTAL.
5. USING ANY GOOD TYPE OF MASONRY DRILL (CARBIDE TIPPED TWIST DRILLS ARE EXCELLENT), DRILL THE HOLES TO A DEPTH OF APPROXIMATELY 1/4" DEEPER THAN THE DISTANCE THE ANCHOR WILL EXTEND INTO THE FLOOR. FOR ACCURATE - FAST CUTTING KEEP THE DRILL SHARP.
6. SET THE BENCH IN PLACE WITH THE HOLES IN THE PEDESTAL ALIGNED WITH THE HOLES IN THE FLOOR.
7. INSERT AN ANCHOR THROUGH THE HOLE IN THE PEDESTAL PUSHING IT ALL THE WAY DOWN.
8. DRIVE ONE-PIECE ANCHOR INTO HOLE AS FAR AS POSSIBLE, BUT MAKE SURE NOT TO DAMAGE THE FLANGE OF THE ANCHOR. IF FLANGE IS DAMAGED IT COULD IMPAIR THE HOLDING POWER OF THE ONE-PIECE ANCHOR.



1/4" X 1" HEX HEAD LAG SCREW



INSTALLATION INSTRUCTIONS FOR LOCKER BENCHES

REVISIONS	
4 ANCHORS FROM APRIL 93	MS
CHANGED PEDESTALS 1/13/16	JZ
E-200311-1	03-11-2020

4777-DA
8-23-55

APPENDIX V

POLICE DEPARTMENT FLOORING REPLACEMENT

BENTLEY FLOORING INSTALLATION SPECIFICATIONS

Luxury Vinyl Tile (LVT) Hybrid Vinyl Tile (HVT)

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Storage and Handling 2

 | Acclimation 2

Subfloor Preparation 3

 | Moisture Testing 3

 | Gypsum Base Substrate 3

 | Subfloors with Radiant Heating Systems 4

 | Wood Substrates 4

Installation of Planks and Tiles 6

 | Flooring Material Inspection 6

 | Plank, 18 in x 36 in, and 24 in x 24 in Tile Layout 6

 | Bentley Healthbond 2399 Adhesive for LVT and HVT 7

Once The Installation is Complete 8

Contact Us 8



References

Note: This document refers to the following standards. Please use current version available at time of installation:

ACI 302.1R Guide for Concrete Floor and Slab Construction

ACI 302.2R Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials

APA Engineered Wood Construction Guide

ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring

ASTM F1869 Standard Test Method for Measuring Moisture Evaporation Rate of Concrete Subfloor Using Anhydrous Calcium Chloride

ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes

ASTM F1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring

ASTM F2419 Standard Practice for Installation of Thick Poured Gypsum Concrete Underlayments and Preparation of the Surface to Receive Resilient Flooring

ASTM F2678 Standard Practice for Preparing Panel Underlayments, Thick Poured Gypsum Concrete Underlayments, Thick Poured Lightweight Cellular Concrete Underlayments, and Concrete Subfloors with Underlayment Patching Compound

ASTM F2873 Standard Practice for the Installation of Self-Leveling Underlayment and the Preparation of Surface to Receive Resilient Flooring

ASTM F3010 Standard Practice for Two-Component Resin Based Membrane-Forming Moisture Mitigation Systems for Use Under Resilient Floor Coverings

Recommended Work Practices for Removal of Resilient Floor Coverings of Resilient Floor Covering Institute (RFCI)

Storage and Handling

Store boxes on clean, flat, and solid surfaces in a controlled environment. Do not store outside. Handle all materials carefully and safely. Do not toss or drop LVT or HVT as this may damage the corners. Do not stand boxes on end. Care must be taken to avoid damage to edges and corners. Do not install damaged tiles.

Acclimation

- Under normal conditions, the LVT or HVT must be taken out of their boxes 72 hours prior to the installation. In cases where the flooring may have spent a long period of time in colder conditions, more time will be required for acclimation.
- Areas to receive LVT or HVT must be fully enclosed with the permanent HVAC system operational and set to a minimum of 65°F or a maximum of 85°F for a minimum of 72 hours prior to, during, and then maintained after the installation.

Subfloor Preparation

- The General Contractor will supply a smooth, flat concrete finish ready to receive the new flooring in accordance with ACI 302.1R Guide for Concrete Floor and Slab Construction and ACI 302.2R Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials.
- The concrete subfloor must be cured for a minimum of forty-five (45) days.
- The slab will have a tolerance of 3/16" in a 10' radius.
- Prepare substrate as per ASTM F710 "Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring."
- The concrete slab, new or old, must be tested for moisture. We recommend having the tests performed by a recognized engineering firm. The International Concrete Repair Institute (ICRI) website has a list of certified technicians for the USA: https://www.icri.org/page/ccsmtt_list
- The moisture tests must be performed as per ASTM F1869 "Standard Test Method for Measuring Moisture Evaporation Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" and/or ASTM F2170 "Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes."
- Using Bentley Healthbond 2399 Adhesive, substrate moisture levels shall not exceed:
- Concrete slab with an effective moisture vapor barrier:
 - 10 lbs / 95% RH, $\leq$ 12 pH
- Concrete slab with radiant heating system:
 - 8 lbs / 95% RH, $\leq$ 12 pH
- Wood subfloor Construction and Wood Underlayment conditions. Please contact Bentley Mills Technical Services for further information.

Moisture Testing

- Bentley requires concrete slab moisture testing and recognizes 2 test methods to measure the moisture in a concrete slab:
 - ASTM F2170 RH test
 - ASTM F1869 Calcium Chloride test
- The best choice is to do both tests side by side. This way, all the information needed to properly assess the moisture condition of the concrete slab will be available.
- When performing the tests, both tests need to pass the moisture requirements.
- Should there be a decision to perform only one type of test, Bentley requires the ASTM F2170 RH test, as this is the most accurate test available at this time.

Gypsum Base Substrate

- Prohibit circulation of other trades in the installation area.
- The General Contractor shall patch and repair all cracks, voids and other imperfections of the gypsum base subfloor with high strength gypsum base patching compounds compatible with the gypsum base product.
- After completion of patching and leveling, vacuum or sweep entire surface of the gypsum base subfloor to remove loose dust and dirt.



- Apply Taylor 2025 Universal Primer per Taylor's instructions.
- Once the Primer has set, install the flooring following the installation instructions.

Subfloors with Radiant Heating Systems

Bentley LVT and HVT can be installed over subfloors with radiant heating systems.

To ensure proper installation and enable proper adhesion, respect the following conditions:

- In all cases, it is necessary to respect the curing time of the concrete slab.
- Before the installation, the radiant heating system must have been turned on for at least 4 weeks to stabilize the moisture content of the concrete slab and to avoid any moisture peak when the system will be in service after the installation of the flooring.
- A certified technician should turn on the system as per the manufacturer's recommendation.
- The room temperature must be kept at its maximum 85°F for 8 days prior to the installation of the floor covering.
- The maximum temperature will not exceed 85°F at any time.
- To install on a subfloor with a radiant heating system, the system has to be turned off 48 hours before, during, and 72 hours after the installation. Always verify that the room temperature is not less than 65°F during that period of time.
- The heating system should be turned on gradually starting 72 hours after the installation. Temperature of 65°F to 85°F should remain in normal operating parameters post installation.
- Turning on the heat gradually will allow the substrate and the flooring to adapt to the temperature change together.
- A sudden temperature change could result in shrinkage or adhesion problems.
- During the drying period of the concrete slab, moisture tests shall be performed per the conditions stated in ASTM F1869, ASTM F2170 standards and substrate conditions will meet ASTM F710 standard.

WARNING: NEVER COVER THE FLOORING WITH RUGS, MATS, RUNNERS, ETC. THESE WILL AFFECT THE HEAT TRANSFER OF THE RADIANT SYSTEM AND COULD DAMAGE THE FLOORING.

Wood Substrates

Wood Subfloor Constructions

Suspended wood subfloor shall be 1" (25mm) thick or heavier, conforming to the current CSA or FHA standards, double-layered, strongly constructed, free from vertical movement and have a minimum of 18" (460mm) of well-ventilated air space clearance above the ground. In an area of high humidity due to ground moisture such as a crawl space or basement, a vapor barrier (minimum 4 mil polyethylene sheeting) should be installed over the ground with overlapped widths and lengths, to serve as a moisture barrier to help assure dryness. The truss shall be spaced not more than 16-inch (406mm) on centers. If truss are warped or twisted, or otherwise do not present a flat, true base for plywood installation, these conditions must be corrected prior to the installation of the plywood by routing the truss or by firmly nailing blocks to the sides of the truss whichever is required. All subfloor panels must be fastened to the truss in accordance with their manufacturer's recommendations to preserve their warranties.

Single Layer Wood Floors: Single layer plywood subfloors are not recommended in areas requiring resilient flooring; they are the major cause of nails popping and squeaking. These subfloors must be covered with a minimum of 1/4" (6.35 mm) or heavier approved underlayment grade plywood.

Strip wood Subfloors: Single and/or double tongue-and-groove strip wood floors should be covered with a 3/8" (9.53mm) or heavier underlayment to eliminate telegraphing of the strip wood floorboard joints.

Wood Underlayment

Underlayment grade panels are used to resurface an existing wood subfloor. The finished appearance of any resilient flooring installation will be determined in part by the underlayment over which it is installed. Underlayment grade panels for commercial resilient floors must be 3/8" (9.53mm) or heavier with fully sanded face meeting CSA or FHA standards. The following descriptions of types of underlayment panels and Bentley Mills' resilient flooring's recommendations for their use are intended only as a guide. The underlayment selected is subject to the discretion of the installer based upon subfloor conditions. Bentley Mills strongly suggests that whoever is buying the underlayment material obtain a warranty from the supplier. **The responsibility for warranties, guarantees and performance rests with the manufacturer of the underlayment and not with Bentley Mills.**

CAUTION: Some plywood underlayment manufacturers use plastic or resin filler to patch surface cracks. Some filler can cause discoloration in vinyl flooring. Specify plywood underlayment with wood plugs and fills.

APA-Engineered Wood Construction Guide:

- 3/8" (9.53 mm) or heavier APA Underlayment Exposure 1 (with fully sanded face)
- 3/8" (9.53 mm) or heavier APA Underlayment C-C Plugged Exterior (with fully sanded face)

Sturd-I-Floor Construction Plywood Floor System

Conventional veneered plywood Sturd-I-Floor system with sanded face is a suitable subfloor for installation of Bentley Mills' resilient flooring when constructed for resilient flooring per APA.

The identification provides information on thickness and the corresponding allowable maximum joist spacing. Tables in the APA Engineered Wood Construction Guide provide maximum joist spans for each joist size, wood specie and grade. Glued tongue and groove edges are recommended to assure snug joints. Only fully sanded panels are acceptable and must be thoroughly dry before applying floor covering. The long dimension of the panel must be installed across supports and with panel continuous over two or more spans. To minimize squeaks, buckling and nail-pop, follow the APA recommendations for site applied glue on both joists and tongue-and-groove joints.

Note: 3/8" (9.53 mm) minimum APA Underlayment grade plywood must be applied over the Sturd-I-Floor System with staggered and off-set joints.

Caution: Certain industrial grade adhesives used in the construction trade to adhere subfloor panels have been known to discolor resilient flooring products even if covered over with board or trowelable underlayment. Any construction adhesives used in subfloor construction must be guaranteed by its manufacturer, not Bentley Mills, to be non-staining for resilient flooring materials.

Note: Installing resilient flooring over approved plywood will not diminish the telegraphing of the sheets of plywood through the resilient flooring.

Installation of Planks and Tiles

Flooring Material Inspection

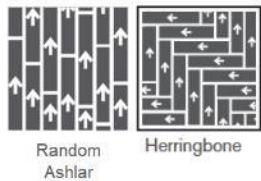
- Boxes are clearly marked with batch numbers and the product should be checked for match before installing.
- Inspect all materials carefully to verify that correct colors, lot number, patterns, quality and quantities have been shipped as ordered. Do not install, cut, or fit any material that has visible defects.
- A contractor that installs material that has visible defects or damage without prior consent of Bentley deems the product acceptable for installation and therefore accepts full responsibility for said material.

Plank, 18 in x 36 in, and 24 in x 24 in Tile Layout

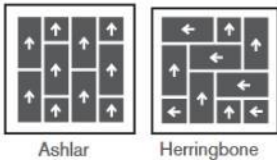
- Chalk the center lines of the work area so that the line is parallel to the length of the room.
- Before spreading adhesive, it is recommended to lay one or two rows of planks or tiles along center line to check for proper alignment.
- Mix planks or tiles from different boxes to obtain a consistent layout.
- Be certain the planks or tiles are installed right on the center lines.
- After the first row is in place, begin laying planks or tiles outward.
- Press planks or tiles firmly against adjoining planks and press into the adhesive.
- Begin stair-stepping the planks or tiles into the field area.

LVT Installation Methods:

Plank

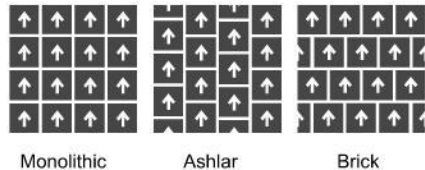


18 in x 36 in Tile



HVT Installation Methods:

24 in x 24 in Tile



* Please reference the recommended installation method for your specific product.

Note: For Random Ashlar installations, the stagger must not be less than 12 inches.

Bentley Healthbond 2399 Adhesive for LVT and HVT

- **All Bentley LVT and HVT must be installed direct glue with Healthbond 2399 Adhesive**
- Recommended trowel size:
- **Porous Substrates:** 1/16" x 1/16" x 1/16" Square notch (coverage ~ 160 - 180 ft²/gal).
- **Non-porous Substrates:** 1/16" x 1/32" x 1/32" U-notch (coverage ~ 225 - 275 ft²/gal).
- Starting from the center lines and working outward, apply the adhesive to the subfloor.
- To ensure uniform adhesion of the entire surface, apply a workable amount of adhesive at one time.
- Maintain a uniform spread rate. Replace trowel (or trowel blade) as needed to maintain spread rate.
- Open time is the combination of flash time and working time for both wet and semi wet installations.
- "Open time" of the adhesive is dependent upon porosity of the substrate, temperature, and humidity. It is important that the installers familiarize themselves with the adhesive before starting the installations. Excessive open time will cause bubbling and result in poor adhesion.
- DO NOT install resilient flooring products until the work area can be temperature controlled. The temperature of your job site must stay within 65°F (18.3°C) and 85°F (29.5°C) with relative humidity (RH) between 40% - 60% for 72 hours prior to, during, and remain under operational HVAC thereafter.
- This service temperature must be maintained before, during, and after from 65°F to 85°F.
- Apply the Bentley Healthbond 2399 using the appropriate trowel size based on the substrate.
- Allow the adhesive to begin to dry between the trowel notches but still provide wet transfer on the ridges. This will help reduce slippage while installing planks (wet transfer is critical).
- A standard wet set method is also acceptable.
- The installer will need to monitor the drying process because the dry time will vary with temperature, humidity, and air flow.
- For a semi wet installation, expect a period of dry time approximately 20 to 30 minutes from adhesive spread to tile placement with a short window to place the tile and roll the assembly using a Crain 333 or similar roller for wet transfer.

Application Characteristics over Porous Substrates:

- Wet Set Installation: Approximately 0-20 minutes @ 50% RH and 65°F to 85°F temperature
- Semi Wet Installation: Approximately 10-20 minutes @ 50% RH and 65°F to 85°F temperature (to reach a tacky state).

Application Characteristics over Non-porous Substrates:

- Wet Set Installation: Approximately 0-20 minutes @ 50% RH and 65°F to 85°F temperature
- Semi Wet Installation: Approximately 10-20 minutes @ 50% RH and 65°F to 85°F temperature (to reach a tacky state).

Note: Flash time and working time may vary based on temperature, humidity, substrate porosity, trowel size and jobsite conditions.

Note: Improper acclimation, HVAC operations, and adhesive set up times can result in gapping with large format planks generally being more pronounced and may be more difficult to control.

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- Start by laying a full plank or tile around the center line. You can start it right at the center line or overlap the center line. Work outward from the center point toward the perimeter in both directions installing them end to end. If you have multiple installers, have one move in one direction and the other the opposite, so as to maximize efficiency. As you progress to the next row overlap the seams by at least $\frac{1}{4}$ of the length of the one before it. Keep in mind you are creating a random looking installation that will mimic a natural look. As you proceed, overlap the prior rows by differing amounts ensuring that seams do not line up.
- Finish by cutting in the fill pieces on the side allowing an expansion area of $\frac{1}{4}$ " around the perimeter. This is necessary to allow for some expansion or contraction of the product.
- Once flooring is placed into the adhesive, immediately roll thoroughly with a Crain 333 Extension Hand Roller (or similar roller) and after 1 but not more than 2 hours, roll with a 75-100-lb roller in both directions.
- Use a 14" to 16" cork board or a piece of 2" x 4" wrapped with a piece of carpet to remove air bubbles.
- Continue laying tiles by butting the edges together without too much pressure.
- During the installation, always double check the flooring for bubbles with the lights on and off.
- Avoid adhesive displacement by prohibiting traffic for a period of 48 hours and 72 hours for rolling loads.
- The use of walking boards is mandatory to protect from adhesive displacement during installation.
- Protect your installed flooring from exposure to extreme or direct sunlight. Prolonged, direct sunlight will heat your floor, causing it to expand. When the floor temperature drops after the sun passes, your floor will shrink, causing the floor to separate. This is especially true in areas where the flooring is pinned or where heavy objects are on the floor. In areas where large windows or sliding glass doors are present, shades and window treatments are needed to protect your floor from sunlight during all seasons.

Once The Installation is Complete

- Perform a visual inspection of the project.
- Repair every imperfection before leaving the project.
- Make sure that all vertical obstacles, such as door frames, are well trimmed and sealed with a silicone sealer or an equivalent product.

For additional information, please contact Bentley Technical Services at 800.423.4709.

Contact Us

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