

# CITY OF MANHATTAN BEACH EMERGENCY PROCUREMENT BID DOCUMENTS

PROJECT NO. D-952  
BID NO. E1301-25C

INTERIM SURFACE PARKING LOT 3

MARCH 2025



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



PCE ACTING FOR:

Katherine Doherty, City Engineer C76589

Engineer/Architect of Record Approval

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**NOTICE INVITING BIDS  
FOR**

**Interim Surface Parking Lot 3**

**Project number: D-952 Bid Number: E1301-25C**

**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 **Wednesday, March 19th, 2025**, at which time the **ELECTRONIC** bids will be opened and posted on OpenGov (online bid portal). The deadline to submit questions related to the bid documents is Wednesday, March 12<sup>th</sup>, 2025 at 2:00 p.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/149719>

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 that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the bid management system indicating that the bid was submitted successfully. Transmission of bids by any other means will not be 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 successfully submit electronic bids shall be at the bidders' sole risk and no relief will be 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 will be 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](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>

## PROJECT DESCRIPTION

The City-owned Lot 3 is located at 1155 Morningside Drive, Manhattan Beach, CA 90266 and was previously used for a parking structure that has recently been demolished.

Lot 3 is located within the downtown business district and is surrounded by shops, restaurants, offices, beachgoers, and pier visitors. Additionally, a weekly Farmer's Market is held approximately one block away from the structure every Tuesday. Frequent trash pickup, business deliveries, and pedestrian and vehicle traffic are expected. In an effort to reduce construction impact, the schedule of working days will be strictly adhered to, unless otherwise approved by the City Engineer. The contract is expected to be executed shortly after bid opening, and the Notice to Proceed to be issued concurrently. Please refer to the Special Instructions for project timeline and Section 5 of the Contract for Liquidated Damages.

To lessen the parking impact on the City's downtown area while construction activities are underway, vehicles owned by the Contractor, as well as personal vehicles belonging to the Contractor's employees will not be permitted within the downtown area. The City will specify an alternate parking location within the City and the Contractor shall arrange for carpooling accordingly. Work vehicles may be parked within the Contractor's enclosed work area.

## SCOPE OF WORK.

This project entails constructing a surface parking lot to accommodate approximately 69 stalls, including landscaping, irrigation, and a new trash enclosure. In addition, the contractor will be required to install city-furnished solar parking lot lights and solar pay stations. The work also requires the contractor to design, obtain permits, and install a fire sprinkler system (for the trash enclosure) and four EV chargers.

The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer. Time for completion of the Work will be **40 total Working Days** from the date specified in the Notice to Proceed with Preconstruction Requirements and Order Materials.

Contractor should be prepared for the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials to be issued the week of March 31st, 2025 and for contract work (including demobilization) to be substantially complete for parking lot use by **May 30th, 2025**. Liquidated damages will be assessed on a calendar day basis until the project is completed.

**PRE-BID MEETING AND SITE VISIT.** A pre-bid meeting will be held on **Tuesday, March 11<sup>th</sup>, 2025 at 9:00 a.m.** at 1155 Morningside Drive, Manhattan Beach, CA 90266. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

**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)].

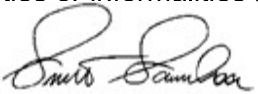
**PREVAILING WAGES.** In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing 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. 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 five 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 A** Contractor’s license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The City requires that the Contractor sub-contract the fire sprinkler design and installation to a **C-16 Fire Protection Contractor**, unless the Contractor holds this license designation.

**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:  PCE ACTING FOR: 03/03/2025  
Katherine Doherty, City Engineer 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).

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

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. 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.** The unit prices for each Bid Item shall be properly entered in the online electronic Bid Schedule. Each Bidder shall set forth as to each item of Work, 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 line total 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 "Line Total" column, then the amount set forth in the "Line Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Line Item" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "Line Item" 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 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 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 has visited 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 will be made under emergency procurement procedures per Section 22035 of the Public Contract Code.** The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within **12** 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.”

**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 five 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 five 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.

**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 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.

**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 five 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>.

## **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**  
**INTERIM SURFACE PARKING LOT 3**

Bidder's Name:

Bidder's Address:

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:

Base Bid Items as Follows:

**BASE BID SCHEDULE:**

ITEM #	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1	%	Mobilization (10% maximum of Total Bid Price)	LS	1		
2	%	Stormwater Control, BMPs, and NPDES Compliance	LS	1		
3	%	Traffic Control	LS	1		
4		Remove and Dispose Existing Materials (1,500 sf)	CY	40		
5		Import Fill and Fine Grading	CY	239		
6		Construct New ADA Curb Ramp per Caltrans Standard Plan A88A Case G	EA	1		
7		Construct PCC Curb and Gutter	LF	115		
8		Construct PCC Curb	LF	1000		
9		Construct 4" Thick PCC Sidewalk	SF	825		
10		Construct 8" Thick PCC over 6" CAB, Commercial Driveway per City Standard Plan	SF	1,100		

		MBSI-116-0				
11		Remove existing AC/AB and Replace with Full Depth AC Slot Pave per City Standard Plan MBSI-120A-0 (ST-3)	SF	220		
12		Construct 6" Thick PCC Pavement per Part 2 and Part 3 of the Special Provisions	SF	8500		
13		Construct 6" Thick Permeable PCC Pavement per Part 2 and Part 3 of the Special Provisions	SF	6200		
14		Furnish and Install 6' Wide Wheel Stop	EA	2		
15		Install City-Furnished Pay Station and Construct Foundation	EA	2		
16		Assemble and Install City-Furnished Solar Parking Lot Lights	EA	6		
17		Furnish and Install Detectable Warning Surface	EA	7		
18		Furnish and Install Bicycle Rack	EA	1		
19		Install ADA Striping and Signage	LS	1		
20		Paint 4" Wide White Striping	LF	1,300		
21		Paint 12" High White Lettering	EA	12		
22		Paint Curb Red	LF	86		
23		Install Sign on Parking Lot Light Pole	EA	11		
24		Furnish and Install "Unauthorized Vehicle" Sign and Post	EA	2		
25		Furnish and Install Surface Mount Flexible Round Delineator Post	EA	3		

26		Paint 12" Wide White Striping	LF	50		
27		Construct MBU Trash Enclosure Walls, Roof, Gate, and Light	LS	1		
28		Install Trash Enclosure Footings, Floor Slab, Floor Drain, and Primer Trap	LS	1		
29		Install 6" Sewer, Including Trenching	LF	65		
30		Install 6" Sewer Lateral, Cleanout, Connection, Trenching, and T-Patch	LF	26		
31		Install 2" Water Line, Including Trenching	LF	200		
32		Install 2" Backflow Preventer	EA	1		
33		Install 3/4" Hose Bib	EA	1		
34		Install Landscape Irrigation, Including Solar Controller, and Morningside Drive Crossing	LS	1		
35		Install Landscape Trees and Plantings	LS	1		
36	S, %	Install Conduits and Boxes for EV Chargers as Indicated on Sheet 7 Utility Plan of the Construction Drawings	LS	1		
37	S, %	Design and Install Fire Sprinkler	LS	1		
38	C, %	Surveying & Monument Preservation	LS	1	\$5,000	
39	%	Special Project Site Maintenance and Public Convenience and Safety per Section 3-12 of the General Provisions	LS	1	\$20,000	
TOTAL BASE BID SCHEDULE:						

[CARBON ACTIVATED CORPORATION] RESPONSE DOCUMENT REPORT  
 ITB No. E1301-25C  
 Interim Surface Parking Lot 3

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**PRICE TABLES**

**BASE BID SCHEDULE**

Line Item #	Description	Estimated Quantity	Unit of Measure	Unit Prices	Total	Code
1	Mobilization (10% maximum of Total Bid Price)	1	LS	\$84,000.00	\$84,000.00	%
2	Stormwater Control, BMPs, and NPDES Compliance	1	LS	\$20,000.00	\$20,000.00	%
3	Traffic Control	1	LS	\$34,317.00	\$34,317.00	%
4	Remove and Dispose Existing Materials (1,500 SF)	40	CY	\$501.00	\$20,040.00	None
5	Import Fill and Fine Grading	239	CY	\$251.00	\$59,989.00	None
6	Construct New ADA Curb Ramp per Caltrans Standard Plan A88A Case G	1	EA	\$3,974.00	\$3,974.00	None
7	Construct PCC Curb and Gutter	115	LF	\$127.00	\$14,605.00	None
8	Construct PCC Curb	1,000	LF	\$67.40	\$67,400.00	None
9	Construct 4" Thick PCC Sidewalk	825	SF	\$25.24	\$20,823.00	None
10	Construct 8" Thick PCC over 6" CAB, Commercial Driveway per City Standard Plan MBSI-116-0	1,100	SF	\$44.39	\$48,829.00	None
11	Remove existing AC/AB and Replace with Full Depth AC Slot Pave per City Standard Plan MBSI-120A-0 (ST-3)	220	SF	\$78.65	\$17,303.00	None
12	Construct 6" Thick PCC Pavement per Part 2 and Part 3 of the Special Provisions	8,500	SF	\$22.44	\$190,740.00	None

[CARBON ACTIVATED CORPORATION] RESPONSE DOCUMENT REPORT  
 ITB No. E1301-25C  
 Interim Surface Parking Lot 3

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Line Item #	Description	Estimated Quantity	Unit of Measure	Unit Prices	Total	Code
13	Construct 6" Thick Permeable PCC Pavement per Part 2 and Part 3 of the Special Provisions	6,200	SF	\$23.01	\$142,662.00	None
14	Furnish and Install 6' Wide Wheel Stop	2	EA	\$1,508.00	\$3,016.00	None
15	Install City-Furnished Pay Station and Construct Foundation	2	EA	\$3,705.00	\$7,410.00	None
16	Assemble and Install City-Furnished Solar Parking Lot Lights	6	EA	\$10,287.00	\$61,722.00	None
17	Furnish and Install Detectable Warning Surface	7	EA	\$799.00	\$5,593.00	None
18	Furnish and Install Bicycle Rack	1	EA	\$5,590.00	\$5,590.00	None
19	Install ADA Striping and Signage	1	LS	\$10,660.00	\$10,660.00	None
20	Paint 4" Wide White Striping	1,300	LF	\$16.00	\$20,800.00	None
21	Paint 12" High White Lettering	12	EA	\$579.00	\$6,948.00	None
22	Paint Curb Red	86	LF	\$63.00	\$5,418.00	None
23	Install Sign on Parking Lot Light Pole	11	EA	\$785.00	\$8,635.00	None
24	Furnish and Install "Unauthorized Vehicle" Sign and Post	2	EA	\$5,000.00	\$10,000.00	None
25	Furnish and Install Surface Mount Flexible Round Delineator Post	3	EA	\$3,333.00	\$9,999.00	None
26	Paint 12" Wide White Striping	50	LF	\$110.00	\$5,500.00	None
27	Construct MBU Trash Enclosure Walls, Roof, Gate, and Light	1	LS	\$89,645.00	\$89,645.00	None

[CARBON ACTIVATED CORPORATION] RESPONSE DOCUMENT REPORT  
 ITB No. E1301-25C  
 Interim Surface Parking Lot 3

Line Item #	Description	Estimated Quantity	Unit of Measure	Unit Prices	Total	Code
28	Install Trash Enclosure Footings, Floor Slab, Floor Drain, and Primer Trap	1	LS	\$21,167.00	\$21,167.00	None
29	Install 6" Sewer, Including Trenching	65	LF	\$115.00	\$7,475.00	None
30	Install 6" Sewer Lateral, Cleanout, Connection, Trenching, and T-Patch	26	LF	\$696.00	\$18,096.00	None
31	Install 2" Water Line, Including Trenching	200	LF	\$25.00	\$5,000.00	None
32	Install 2" Backflow Preventer	1	EA	\$4,917.00	\$4,917.00	None
33	Install 3/4" Hose Bib	1	EA	\$5,480.00	\$5,480.00	None
34	Install Landscape Irrigation, Including Solar Controller, and Morningside Drive Crossing	1	LS	\$65,333.00	\$65,333.00	None
35	Install Landscape Trees and Plantings	1	LS	\$19,050.00	\$19,050.00	None
36	Install Conduits and Boxes for EV Chargers as Indicated on Sheet 7 Utility Plan of the Construction Drawings	1	LS	\$9,000.00	\$9,000.00	S, %
37	Design and Install Fire Sprinkler	1	LS	\$4,619.00	\$4,619.00	S, %
<b>TOTAL</b>					<b>\$1,135,755.00</b>	

**BASE BID SCHEDULE CONTINUED - PRESET UNIT COST**



[CARBON ACTIVATED CORPORATION] RESPONSE DOCUMENT REPORT  
ITB No. E1301-25C  
Interim Surface Parking Lot 3

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Line Item #	Description	Estimated Quantity	Unit of Measure	Unit Cost	Total	Code
38	Surveying & Monument Preservation	1	LS	\$5,000.00	\$5,000.00	C, %
39	Special Project Site Maintenance and Public Convenience and Safety per Section 3-12 of the General Provisions	1	LS	\$20,000.00	\$20,000.00	%
TOTAL					\$25,000.00	

**Assumptions and Exclusions:**

- City will pay for all necessary City permits
- City will provide water meter
- A single-lane closure along the northern boundary of the site (i.e., 12<sup>th</sup> Street) may be made available for staging

**NOTES:**

- 1) In the CODE column (S) denotes a specialty item, (%) denotes progress payments for that lump sum item will be allowed based on the percentage of completion in each pay period, and (C) denotes payments will be made after the completion of the lump sum item.
- 2) In the UNIT column (LS) denotes a lump sum item.
- 3) For lump sum items, see Note 1 and 2. The Bid Price shall include, but not limited to, sales tax and all other applicable taxes and fees.

**TOTAL BID PRICE IN DIGITS:** \$ \_\_\_\_\_

**TOTAL BID PRICE IN WORDS:** \_\_\_\_\_

The bidder 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 bidder also certifies to be properly licensed by the State as a contractor to perform this type of Work and possesses a California Contractor's License

Number \_\_\_\_\_, Class \_\_\_\_\_, which expires on \_\_\_\_\_.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## BIDDER'S PROPOSAL – CONTRACTOR'S STATEMENT

### INTERIM SURFACE PARKING LOT 3

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

- (1) Bidder's Name: Carbon Activated Corporation
  
- (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. N/A
  
- (3) Business Address: 2250 South Central Ave., Compton, CA 90220-5311
  
- (4) Telephone: (310) 885-4555 Email: billh@activatedcarbon.com
  
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
  
- (6) Corporation organized under the laws of the State of: California
  
- (7) California State Contractor's License Number and Class: 842091 Class A  
 Original Date Issued: 07/06/2004 Expiration Date: 07/31/2026
  
- (8) DIR Contractor Registration Number: 1000009862
  
- (9) List the name and title of the person(s) who inspected the Project site for your firm:  
William Hewes, Project Manager, and Freddy Leon, Superintendent
  
- (10) Number of years' experience the company has as a contractor in construction work: 20
  
- (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: Lionel M. Perera, President, Carbon Activated Corp., Nirmala P, Perera, Vice-President  
Anne Nash, Secretary  
  
William L. Hewes, Project Manager
  
- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid: None

**BIDDER'S PROPOSAL – CONTRACTOR'S STATEMENT****INTERIM SURFACE PARKING LOT 3**

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

- (1) Bidder's Name: Carbon Activated Corporation
- (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. N/A  
\_\_\_\_\_
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- (4) Telephone: (310) 885-4555 Email: billh@activatedcarbon.com
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
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- (7) California State Contractor's License Number and Class: 842091 Class A  
Original Date Issued: 07/06/2004 Expiration Date: 07/31/2026
- (8) DIR Contractor Registration Number: 1000009862
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William Hewes, Project Manager, and Freddy Leon, Superintendent
- (10) Number of years' experience the company has as a contractor in construction work: 20
- (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: Lionel M. Perera, President, Carbon Activated Corp., Nirmala P, Perera, Vice-President  
Anne Nash, Secretary  
William L. Hewes, Project Manager
- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid: None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

None

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- (14) For all arbitrations, claims, 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: None

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

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

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

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- (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.

No

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

No

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- (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.

No

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- (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 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.

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

No

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- (20) 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** Dilute Polymer System Improvements

**Project Description** Replacement/additional polymer blending facilities at Hyperion WRP

**Approximate Construction Dates** From: August, 2023 To: August, 2025

**Agency Name:** City of Los Angeles, Dept. of Public Works, Environmental Engineering Division

**Contact Person:** Patricia McCarthy **Telephone:** (310) 648-6172

**Address:** 12000 Vista del Mar, Playa del Rey, California 90293

**Original Contract Amount:** \$ 8,537,893.00

**Current Contract Amount:** \$ 8,798,376.15

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

Change orders and extra work

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** Advanced Water Treatment Facility at Hyperion Treatment Plant

**Project Description** Odor Control System for Walsh Group, City of Los Angeles C-133194

**Approximate Construction Date** From: 9/7/2021 To: present

**Agency Name:** City of Los Angeles, Bureau of Sanitation

**Contact Person:** Jeremy Stocksclaeder **Telephone:** (310) 418-0532

**Address:** 929 W Adams Street, Chicago, IL 60607

**Original Contract Amount:** \$ 233,092.00 **Final Contract Amount:** \$ 268,949.00

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

Extra work to duct system, additional start-up and one year of carbon media testing

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** Hyperion WRP - Intermediate Pump Station Odor Control Facility

**Project Description** New Biotrickling and GAC Odor Control Facility - W.O. #SZH11859

**Approximate Construction Dates** From: May 2019 To: 6/12/2023

**Agency Name:** City of Los Angeles, Dep. of Public Works

**Contact Person:** Aline Miller **Telephone:** (310) 648-6216

**Address:** 12000 Vista del Mar, Playa del Rey, CA 90293

**Original Contract Amount:** \$ 7,475,250.00 **Final Contract Amount:** \$ 7,848,095.20

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

Extra work/change orders, non-compensable time extension

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** Granular Activated Carbon media change outs

**Project Description** On-going carbon media change outs for pressure vessels

**Approximate Construction Dates** From: August 2024 To: August 2026



Agency Name: City of San Bernardino, CA

Contact Person: Gustavo Cavedra Telephone: (909) 379-2621

Address: \_\_\_\_\_

Original Contract Amount: \$ \$400,000 per year Final Contract Amount: \$ TBD

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:** Granular Activated Carbon media change outs

**Project Description** On-going carbon media change outs for pressure vessels

**Approximate Construction Dates** From: March 2024 To: March, 2026

**Agency Name:** City of Riverside, CA

**Contact Person:** Teddy Bojorquez **Telephone:** 951-351-6391

**Address:** \_\_\_\_\_

**Original Contract Amount:** \$250,000/year **Final Contract Amount:** \$ TBD

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 6 Name/Number Granular Activated Carbon media change outs

Project Description Carbon media change outs on three pressure vessels

Approximate Construction Dates From: May, 2024 To: May, 2026

Agency Name: East Valley Water District

Contact Person: Michael Hurst Telephone: (909) 772-5154

Address: \_\_\_\_\_

Original Contract Amount: \$117,600 per year Final Contract Amount: \$ TBD

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.

[Continue to Next Page]

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.

Company Carbon Activated Corporation

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Lionel P. Perera

Title: \_\_\_\_\_ President

Date: \_\_\_\_\_ March 18, 2025

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Annie Nash

Title: \_\_\_\_\_ Secretary

Date: \_\_\_\_\_ March 18, 2025

**DESIGNATION OF SUBCONTRACTORS**  
**[Public Contract Code Section 4104]**

**Interim Surface Parking Lot 3**

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%)*

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

[CARBON ACTIVATED CORPORATION] RESPONSE DOCUMENT REPORT

ITB No. E1301-25C

Interim Surface Parking Lot 3

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone	Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
SPECIALIZED PAVEMENT MARKING	854894	1000886659	11861 Branford St. Sunn Valley, CA 91352	(818) 8348618	Stripping and Signage	4.8%
FIRE SAFE GROUP, INC.	566913	1000442879	1310 Kingsdale Ave. Redondo Beach, CA 90278	(310) 9822703	Fire Sprinklers	0.4%
TOTAL DEMOLITION	1105905	1001093629	3702 Croton Ave. Whittier, CA 90601	(909) 2231850	Demolition	1.3%
LOWERS WELDING & FABRICATION, INC.	756091	1000039254	10847 Painter Ave. Santa Fe Springs, CA 90670	(562) 9464521	Metal Fabrication	4.0%
BENNETT LANDSCAPE	479003	1000006863	25889 Belle Porte. Harbor City, CA 90710	(310) 5343543	Landscape	4.2%
MIKE PRLINCH & SONS, INC.	760474	1000006538	5103 Elton Street	(626) 8131700	Street Utilities	1.8%
CROSSTOWN	756309	1000000155	5454 Diaz Street, Irwindale, CA 91705	(626) 8126693	Electrical	7.8%
GRANSTROM MASONRY	629489	1000004794	320 W Victoria Gardena, CA 90248	(310) 3272527	Masonry	2.6%
NORTHWEST EXCAVATING, INC.	521572	1000005886	18201 Napa St. Northridge, CA 91325	(818) 3495861	Grading	2.1%

6. Addendum No. 2\*

Bidder,s\_Proposal.pdf

## BID BOND

### INTERIM SURFACE PARKING LOT 3

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: INTERIM SURFACE PARKING LOT 3

WHEREAS CARBON ACTIVATED CORPORATION - SOUTH CENTRAL AVE. COMPTON, CA 90220

*(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 OLD REPUBLIC SURETY COMPANY

534 E. BADILLO ST. COVINA, CA 91723

*(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 AMOUNT BID 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: MARCH 13TH, 2025

"Principal"

Name: CARBON ACTIVATED CORPORATION  
 Address: 2250 SOUTH CENTRAL AVE.  
COMPTON, CA 90220  
 Telephone No.: 310-885-4555

Signature: [Signature]  
 Print Name: Anne Nark  
 Title: secretary  
 Date: MARCH 18, 2025

Signature: [Signature]  
 Print Name: Lionel Perera  
 Title: President  
 Date: MARCH 18, 2025

"Surety"

Company Name: OLD REPUBLIC SURETY COMPANY  
 Address: 534 E. BADILLO ST.  
COVINA, CA 91723  
 Telephone No.: 626-859-1000

Signature: [Signature]  
 Print Name: KEVIN VEGA  
 Title: ATTORNEY-in-FACT  
 Date: MARCH 13TH, 2025

**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.*

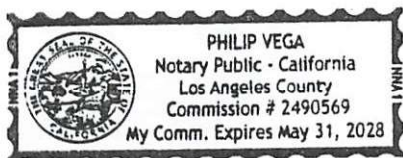


# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 California }  
 } ss.  
 County of LOS ANGELES }

On March 13th, 2025 before me, Philip Vega, Notary Public  
 Here Insert Name and Title of the Officer  
 personally appeared Kevin Vega, Attorney-in-Fact  
 Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title of Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_  
☐ Individual  
☐ Corporate Officer Title(s): \_\_\_\_\_  
☐ Partner - ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Right Thumbprint of Signer  
 Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Individual  
☐ Corporate Officer Title(s): \_\_\_\_\_  
☐ Partner - ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Right Thumbprint of Signer  
 Top of thumb here

Signer is Representing: \_\_\_\_\_





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Britton Christiansen, Myrna Smith, Philip E. Vega, Kevin Vega of Covina, CA

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of September, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner  
Assistant Secretary



Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

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

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0061



Signed and sealed at the City of Brookfield, WI this 13th day of March, 2025.

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)

C & D Bonding & Insurance

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 CALIFORNIA )

COUNTY OF Los Angeles )

On 03/18/25

DATE

before me, Luis F Solana - Notary Public

INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Lionel Perera and Anne Nash

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

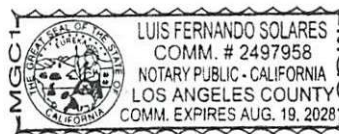
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

NOTARY PUBLIC SIGNATURE

(SEAL)



## OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Bid Bond Interim Surface Parking Lot 3

DATE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_

RIGHT THUMBPRINT

RIGHT THUMBPRINT

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

**INTERIM SURFACE PARKING LOT 3**

The undersigned declares:

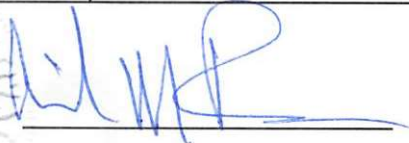
I am the President/Secretary of Carbon Activated Corp., the party making the foregoing Bid.

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 Mar. 18, 2025 [date], at Compton [city], California [state].

Signature:



Printed Name: Lionel P. Perera, President

Date: March 18, 2025

Signature:



Printed Name: Anne Nash, Secretary

Date: March 18, 2025

**ADDENDA ACKNOWLEDGMENT FORM**

**INTERIM SURFACE PARKING LOT 3**

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](http://www.manhattanbeach.gov) **PHONE:** (310) 802-5353 **TDD:** (310) 546-3501

**CITY OF MANHATTAN BEACH**

**ADDENDUM NO. 2**

**INTERIM SURFACE PARKING LOT 3 PROJECT**

This Addendum shall take precedence over any conflicting information contained either in the plans, specifications, or advertisement of Notice Inviting Bids for the Interim Surface Parking Lot 3 Project (Project No: D-952 Bid No.: E130I-25C). Bidders shall incorporate the information contained in this Addendum in their bids, conform to all the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum.

Please note the following revisions to the Request for Bid documents.

**1. Electric Vehicle (EV) Chargers**

**a. Specifications: Notice Inviting Bids Scope of Work**

To match the bid schedule, the last sentence of the first paragraph is hereby amended to read as follows:

The work also requires the contractor to install conduits and boxes for EV Chargers, and to design, obtain permits for, and install a fire sprinkler system (for the trash enclosure).

**b. Plans: Sheet 7 Trash Enclosure Site & Utility Plan**

Replace the Construction Note #9 with the following:

Install 2" minimum PVC conduit from the proposed metered pedestal location to the proposed EV charger locations. Provide a polypropylene pull cord with 2000 lbs tensile strength in each conduit. Provide seven (7) concrete handhole traffic boxes (11"Wx18"Lx24"D) with galvanized steel checkered cover and stainless steel hardware. Bolted cover and box rated for H/20 vehicular traffic. 36" minimum radius at bends for conduits 3" in diameter or smaller. Conduit from electrical point of connection (POC) to metered pedestal location to be provided by others under separate contract.

## 2. Specifications Section 6-9 Liquidated Damages

To match Contract Section 5.1, the last sentence of Section 6-9 LIQUIDATED DAMAGES is hereby revised to:

The liquidated damages value is hereby amended to be \$2,000.00 per day.

## 3. Optional Pre-bid Meeting Attendees

Bianca Cardenas	City of Manhattan Beach	(310)802-5357	<a href="mailto:BCardenas@manhattanbeach.gov">BCardenas@manhattanbeach.gov</a>
Jeffery Fijalka	City of Manhattan Beach	(310)802-5358	<a href="mailto:JFijalka@manhattanbeach.gov">JFijalka@manhattanbeach.gov</a>
Evan Mertens	City of Manhattan Beach	(310)802-5350	<a href="mailto:emertens@manhattanbeach.gov">emertens@manhattanbeach.gov</a>
Erik Zandvliet	City of Manhattan Beach	(310)802-5522	<a href="mailto:ezandvliet@manhattanbeach.gov">ezandvliet@manhattanbeach.gov</a>
Bill Hewes	Carbon Activated Corp.	(310) 864-2802	<a href="mailto:billh@activatedcarbon.com">billh@activatedcarbon.com</a>
Todd Broussard	TAIT & Associates, Inc.	(714) 560-8642	<a href="mailto:tbroussard@TAIT.COM">tbroussard@TAIT.COM</a>
Patricia McCarthy	Paul Hansen Eng.	(310) 606-9024	<a href="mailto:patricia.mccarthy@paulhansenengineering.com">patricia.mccarthy@paulhansenengineering.com</a>

## 4. Q&A

- a) Given the urgency of the project, is there any ability to extend working hours?  
Working hours shall remain 7:30am to 4:30pm unless an unexpected project operation calls for extended hours and a request is submitted to, and approved by, the City Engineer at least 72 hours in advance.
- b) Are there changes to the project plans or specifications?  
The striping layout for the Americans with Disabilities Act (ADA) and Electric Vehicle Charging Station (EVCS) spaces are being reconsidered. If minor alterations to the plans and specifications are required after the bid due date, a contract change order will be issued to account for any additional work.
- c) Has the City-furnished materials been procured?
  - i. The City currently has the solar pay stations in storage for Contractor pick-up and installation.
  - ii. The solar parking lot lights are being fabricated and will be coordinated for delivery to the site during construction. Please note, this does not include the solar trash enclosure lighting to be furnished and installed by the contractor.
- d) What is the wait period prior to opening pavement to striping and traffic?  
Concrete, permeable concrete, and asphalt are used on the project. Contractor shall not open the pavement to bicycle or pedestrian traffic until the concrete has cured for at least seven (7) uninterrupted days and until the pavement is accepted by the Engineer for opening to traffic, unless otherwise specified in the specifications.
- e) Bid Item 7 covers "Install Conduits and Boxes for EV Chargers as Indicated on Sheet 7 Utility Plan of the Construction Drawings". Sheet 7 shows 2 charger stations. Spec page

NIB-2 states the bid includes 4 charger stations. The bid item seems to read that it only includes the conduits and boxes, not the EV chargers. Does this bid include the EV charger stations? If this bid includes the EV chargers, how many? Who furnishes the EV charger stations - the City or Contractor?

Refer to this addendum item 1b) for clarification. The project will not include design, submittal, or installation of the EV charging equipment.

This Addendum is approved by:



3/13/2025

KATHERINE DOHERTY, PE, CITY ENGINEER

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.

COMPANY NAME

SIGNATURE

DATE



City of Manhattan Beach  
**Public Works**  
Erick Lee, Director  
1400 Highland Ave, Manhattan Beach, CA 90266  
(310) 802-5568

ADDENDA REPORT  
ITB No. E1301-25C  
Interim Surface Parking Lot 3  
RESPONSE DEADLINE: March 19, 2025 at 11:00 am

Tuesday, April 1, 2025

Addenda Issued:

**Addendum #1**

Mar 10, 2025 4:06 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Pre-Bid Meeting for **Tuesday, March 11, 2025 at 9:00 AM** will be virtual via Microsoft Teams:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZWlwMzliNWUtYzJkOC00YTZhLWE0MmltMDYwOGNkY2E1ODkx%40thread.v2/0?context=%7b%22Tid%22%3a%2250c33347-9647-4535-bafe-5245fe037699%22%2c%22Oid%22%3a%22f3c3c21b-b298-4a9b-9880-717d69aa6930%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWlwMzliNWUtYzJkOC00YTZhLWE0MmltMDYwOGNkY2E1ODkx%40thread.v2/0?context=%7b%22Tid%22%3a%2250c33347-9647-4535-bafe-5245fe037699%22%2c%22Oid%22%3a%22f3c3c21b-b298-4a9b-9880-717d69aa6930%22%7d)

Meeting ID: 253 648 574 582

Passcode: gD2yV3ER

**Addendum #2**

Mar 13, 2025 4:26 PM

This addendum addresses:

Electric Vehicle (EV) Chargers

Specifications Section 6-9 Liquidated Damages

Optional Pre-bid Meeting Attendees

Q&A

Please sign and attach to your bid.

*Attachments:*

· [InterimLot 3-AddendumNo2](#)

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
----------	-----------	--------------	--------------



ADDENDA REPORT  
ITB No. E1301-25C  
Interim Surface Parking Lot 3

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<div></div>	<div></div>	<div></div>	<div></div>
Carbon Activated Corporation	X	Mar 19, 2025 7:43 AM	William Hewes

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
<div></div>	<div></div>	<div></div>	<div></div>
Carbon Activated Corporation	X	Mar 19, 2025 7:43 AM	William Hewes

## CONTRACT

### CITY OF MANHATTAN BEACH CONTRACT FOR INTERIM SURFACE PARKING LOT 3

THIS CONTRACT ("Contract") is made and entered this 14<sup>th</sup> day of April, 2025 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal Corporation ("City") and CARBON ACTIVATED CORPORATION, a California corporation, ("Contractor"). The Contractor's California State Contractor's license number is 842091.

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, 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, 2024 edition of the Standard Specifications for Public Works Construction "Greenbook" ("Standard Specifications") as amended by the Contract Documents, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between this Contract and any Exhibit attached hereto or any document referenced herein, the provisions of this Contract shall control.

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 **Interim Surface Parking Lot 3** ("Project"), as described in the Contract Documents and in accordance with any further written instructions, if any, of the Director of Public Works or his/her designated representative.

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 **\$1,160,755.00** ("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.

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 **40 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 **10 Working Days** after the date of award of Contract.

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

- Submitting and obtaining approval of Baseline Schedule. Refer to GP Part 1 Section 6.
- Submitting and obtaining approval of Traffic Control Plans. Refer to GP Part 6.
- Submitting and obtaining approval of the Water Pollution Control Plan (WPCP). Refer to GP Part 1 Section 3-12.6.
- Submit Monument Inventory List. Refer to GP Part 4.
- Submitting a Construction & Demolition Waste Management Plan per GP Part 1 Section 9
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents. Refer to GP Part 6 Section 600-1, Part 9, and Appendix IV.
- Submit and obtain approval of critical required and lead time submittals listed in the Contract Documents and Special Provisions (i.e., concrete, asphalt, base materials, thermoplastic, rebar, parking wheel stop, anchors, signage, posts, delineators, bike rack, detectable warning surface, backflow, EV charger, sprinkler, drain and trap, etc.).

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. 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 of Section 6-9 of the Standard Specifications is hereby amended to be **\$2,000 per day**. Time is of the essence in this Contract.

## 6. Early Completion.

### 6.1 Not Used

6.2 City Not Liable for Contractor Failure to Achieve Early Completion. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the City is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for the Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever.

7. 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.

8. 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.

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

10. 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.”

11. 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.

12. 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.

13. 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.

14. 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.

CITY:

City of Manhattan Beach,  
a California municipal corporation

Signed by:  
By: Talyn Mirzakhanian, City Manager  
E8EEED107389443  
Name: Talyn Mirzakhanian  
Title: City Manager  
Date: 4/8/2025

CONTRACTOR:

Carbon Activated Corporation,  
a California corporation

Signed by:  
By: Lionel Perera, President  
3942751E5C9046A  
Name: Lionel Perera  
Title: President  
Date: 4/8/2025

ATTEST:

DocuSigned by:  
By: Liza Tamura, City Clerk  
873D2FF89D8440B  
Name: Liza Tamura  
Title: City Clerk  
Date: 4/8/2025

DocuSigned by:  
By: Anne Nash  
194F1007351540E  
Name: Anne Nash  
Title: Secretary  
Date: 4/8/2025

APPROVED AS TO FORM:

DocuSigned by:  
By: Quinn M. Barrow, City Attorney  
C24C8E262545445  
Name: Quinn M. Barrow  
Title: City Attorney  
Date: 4/8/2025

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

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:  
By: Libby Bretthauer  
110B18F3F0AC430  
Name: Libby Bretthauer  
Title: Acting Finance Director  
Date: 4/8/2025

APPROVED AS TO CONTENT:

DocuSigned by:  
By: Erick Lee  
8FBAAFB2346A492  
Name: Erick Lee  
Title: Public Works Director  
Date: 4/8/2025

ONE ORIGINAL COPY

Bond No. WCN7475200

**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 \_\_\_\_\_  
CARBON ACTIVATED CORPORATION - 2250 S. CENTRAL AVE., COMPTON, CA 90220

\_\_\_\_\_  
("Principal")

\_\_\_\_\_  
(Name and address of Contractor)

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

\_\_\_\_\_  
Interim Surface Parking Lot 3

\_\_\_\_\_  
(Project name)

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 \_\_\_\_\_  
OLD REPUBLIC SURETY COMPANY - 14728 PIPELINE AVE. #E, CHINO HILLS, CA 91709

\_\_\_\_\_  
(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 ONE MILLION ONE HUNDRED SIXTY THOUSAND SEVEN HUNDRED FIFTY FIVE NO/100 Dollars (\$ 1,160,755.00), 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: MARCH 27TH, 2025

"Principal"

CARBON ACTIVATED CORPORATION

"Surety"

OLD REPUBLIC SURETY COMPANY

Signature: 

Print Name: Anne Nash  
Title: Secretary  
Date: March 28, 2025

Signature: 

Print Name: BRITTON CHRISTIANSEN  
Title: ATTORNEY-in-FACT  
Date: MARCH 27TH, 2025

Signature: 

Print Name: LIONEL PEREIRA  
Title: REPRESENTATIVE  
Date: 03-28-2025

(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.





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Britton Christiansen, Myrna Smith, Philip E. Vega, Kevin Vega of Covina, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of March, 2020.

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of March, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022

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

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0061



Signed and sealed at the City of Brookfield, WI this 27TH day of MARCH, 2025

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 California )

County of SAN LUIS OBISPO )

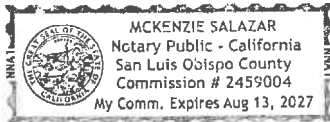
On MAR 27 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared BRITTON CHRISTIANSEN  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Msalazar  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 CALIFORNIA )  
COUNTY OF Los Angeles )

On 03/28/21 before me, Luis F. Solares - Notary Public  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Anne Nash and Lionel Perera

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

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

WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC SIGNATURE

(SEAL)



## OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Payment Bond

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

RIGHT THUMBPRINT

RIGHT THUMBPRINT

ONE ORIGINAL COPY

Bond No. WCN7475200

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("City"), has awarded to \_\_\_\_\_  
CARBON ACTIVATED CORPORATION - 2250 S. CENTRAL AVE., COMPTON, CA 90220  
\_\_\_\_\_  
(Name and address of Contractor) ("Principal")

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

\_\_\_\_\_  
Interim Surface Parking Lot 3  
(Project name)

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 \_\_\_\_\_  
OLD REPUBLIC SURETY COMPANY - 14728 PIPELINE AVE. #E, CHINO HILLS, CA 91709  
\_\_\_\_\_  
(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 ONE MILLION ONE HUNDRED SIXTY THOUSAND SEVEN HUNDRED FIFTY FIVE NO/100 Dollars (\$1,160,755.00), 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: MARCH 27TH, 2025

"Principal"

CARBON ACTIVATED CORPORATION

Signature: 

Print Name: Anne Nark

Title: Secretary

Date: 3/28/2025

Signature: 

Print Name: LIONEL AZUELA

Title: PRESIDENT

Date: 03-28-2025

"Surety"

OLD REPUBLIC SURETY COMPANY

Signature: 

Print Name: BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Date: MARCH 27TH, 2025

(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.*



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Britton Christiansen, Myrna Smith, Philip E. Vega, Kevin Vega of Covina, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of March, 2020

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of March, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

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

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0061



Signed and sealed at the City of Brookfield, WI this 27TH day of MARCH, 2025

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

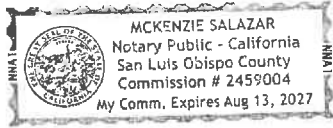
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of SAN LUIS OBISPO )  
 On MAR 27 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC  
 Date Here Insert Name and Title of the Officer  
 personally appeared BRITTON CHRISTIANSEN  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *McKenzie Salazar*  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 CALIFORNIA )

COUNTY OF Los Angeles )

On 03/28/25 before me, Luis F. Solares - Notary Public  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Anne Nash and Lionel Perera

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

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

WITNESS my hand and official seal.

[Signature] (SEAL)  
NOTARY PUBLIC SIGNATURE



## OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Performance Bond

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

RIGHT THUMBPRINT

RIGHT THUMBPRINT

ONE ORIGINAL COPY

Bond No. WCN7475200

**WARRANTY BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("City"), State of California, has awarded to \_\_\_\_\_  
CARBON ACTIVATED CORPORATION

2250 S. CENTRAL AVE., COMPTON, CA 90220 ("Principal")  
(Name and address of Contractor)

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

Interim Surface Parking Lot 3  
(Project name)

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 OLD REPUBLIC SURETY COMPANY  
14728 PIPELINE AVE., # E CHINO HILLS, CA 91709  
(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 ONE HUNDRED SIXTEEN THOUSAND SEVENTY FIVE DOLLARS AND 50/100 Dollars (\$ 116,075.50) 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



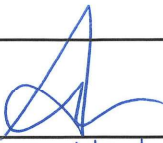
accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

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: MARCH 27TH, 2025


"Principal"

CARBON ACTIVATED CORPORATION

Signature:   
Print Name: Anne Nark  
Title: Secretary  
Date: April 2, 2025

"Surety"

OLD REPUBLIC SURETY COMPANY

Signature:   
Print Name: BRITTON CHRISTIANSEN  
Title: ATTORNEY-IN-FACT  
Date: MARCH 27TH, 2025

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.*



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Britton Christiansen, Myrna Smith, Philip E. Vega, Kevin Vega of Covina, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of March, 2020.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*  
Assistant Secretary



*Alan Paylic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of March, 2020, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

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

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0061



Signed and sealed at the City of Brookfield, WI this 27TH day of MARCH, 2025

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

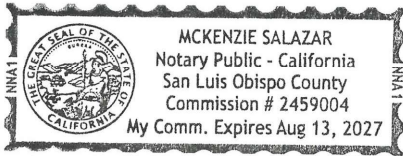
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of SAN LUIS OBISPO )  
 On MAR 27 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
 personally appeared BRITTON CHRISTIANSEN  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *msalazar*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 CALIFORNIA )

COUNTY OF Los Angeles )

On 04/02/25 before me, Luis F. Solares - Notary Public  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Anne Nash

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

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

WITNESS my hand and official seal.

[Signature] (SEAL)  
NOTARY PUBLIC SIGNATURE



## OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

RIGHT THUMBPRINT

RIGHT THUMBPRINT

## CHECKLIST FOR EXECUTION OF CONTRACT

### TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- \_\_\_\_\_ Executed copy of the Contract (will be sent via DocuSign)
- \_\_\_\_\_ Completed, signed, and notarized Payment Bond (one original and one electronic copy) in amount of the Contract
- \_\_\_\_\_ Completed, signed, and notarized Performance Bond (one original and one electronic copy) in amount of the Contract
- \_\_\_\_\_ Workers' Compensation Certificate with attached Certificate of Insurance
- \_\_\_\_\_ General Liability insurance certificate naming the City as an additional insured
- \_\_\_\_\_ Automobile insurance naming the City as an additional 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
- \_\_\_\_\_ W-9 Request for Taxpayer Identification Number and Certification Form
- \_\_\_\_\_ Verification of Authority to Sign Document
- \_\_\_\_\_ DocuSign Contact Signature Form

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

## **PART 1 – GENERAL PROVISIONS**

### **SECTION 0. GENERAL PROVISIONS DEFINED**

#### **0-1 STANDARD SPECIFICATIONS**

The 2024 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.

#### **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.

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 3-13.3 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**

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

Before starting any construction work, unless otherwise noted, the Contractor will be required to obtain all necessary permits from the City, 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 of Manhattan Beach 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.

### **2-4 COOPERATION AND COLLATERAL WORK**

The following paragraphs shall be added at the end of Subsection 2-4:

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 who have the right to operate within or adjacent to the work site during the performance of such work. If necessary to avoid or minimize such damage or delay, the Contractor shall re-deploy its work force to other parts of the work. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused to the other due to unnecessary delays or failure to finish the work within the time specified for completion.

Payment for conforming with all collateral work shall be considered, as being included in the various Contract items in the bid schedule and no additional compensation will be allowed thereof.

## **2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES**

The following sentence shall be added at the end of Section 2-5:

The use of excessively loud equipment and warning signals shall be avoided, except in those cases required for the protection of personnel.

### **2-5.4 Haul Routes**

Subsection 2-5.4 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**

### **2-6.1 General**

The following paragraph shall be added at the end of Subsection 2-6.1:

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 following paragraph shall be added at the end of Section 2-7:

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

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

Add Subsection 2-7.1.1.1 as follows:

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

Add Subsection 2-7.1.2 as follows:

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**

**CONTRACT CHANGE ORDER NO. 1 (Final)**

PROJECT NO.:

DESCRIPTION:

TO: Construction Company, Inc.

SUMMARY: This change order includes items for XXXXX. It added XX days to the schedule.

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 <sup>1</sup>	Change in Work Days
1.		\$0.00	
2.	Adjustment in Final Bid Quantities	\$0.00	
<b>Net Change in Contract Price and Work Days</b>		<b>\$0.00</b>	

<sup>1</sup>Deduction 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 (Final)

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 <sup>1</sup>
New Item				0	0	0	0.00

<sup>1</sup>Deduction 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 <sup>1</sup>
New Item				0	0	0	0.00

<sup>1</sup>Deduction 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:**



CITY OF MANHATTAN BEACH  
Project No. D-952

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 EXAMPLE****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 EXAMPLE

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 EXAMPLE**

Date \_\_\_\_\_

CCO Proposal No. \_\_\_\_\_ Contractor or Subcontractor \_\_\_\_\_

Item No. \_\_\_\_\_ Location \_\_\_\_\_

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

**CHANGE ORDER PROPOSAL FORM****2-11.2(d) MATERIAL COST REPORT EXAMPLE**

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 EXAMPLE

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 EXAMPLE**

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 \$ \_\_\_\_\_].\
    - ☐ 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**

The provisions below shall supplement but not replace those provisions in Section 3 of the Standard Specifications, unless specifically noted below.

#### **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**

Add the following subsections:

3-3.1 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 subsection:

##### **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.

### 3-8 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.

### 3-9 *SUBSURFACE DATA*

The following paragraphs shall be added at the end of Subsection 3-9:

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents,

consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

### *3-10 SURVEYING*

The following paragraph shall be added before the first paragraph of Section 3-10.1:

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq.*). All Project surveying notes and "cut-sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

The Contractor is responsible for hiring a Surveyor to set survey points to be used for re-establishments of disturbed monuments and submit Corner Records to the County Surveyor. Copy of the submitted Corner Records must be provided to the City prior to actual disturbance of the monuments. The Contractor shall also cause all disturbed survey monuments within the project work area to be re-established at the end of the project. This also includes filing Corner Records and Record of Survey with the County Surveyor within 7 days of substantial completion of the construction work and submitting a copy to the City of the filed paperwork receipt within 2 days of submission. The Contractor is required to provide a copy of the County Surveyor's acceptance within 2 days of receipt from the County Surveyor.

Construction stakes shall be set and stationed by the Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

### *3-11 CONTRACT INFORMATION SIGNS*

Section 3-11 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

### 3-12 *WORKSITE MAINTENANCE*

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

Clean-up shall be done as Work progresses at the end of each day 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, including suspension of work, and until the final acceptance. 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. Failure of the Contractor to comply with the Engineer's clean up orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension. 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, lumber, concrete forms, construction equipment, and temporary structures and facilities used during construction. Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications or Engineer. Before final inspection of the work, the Contractor shall clean the right of way, private property, material sites, and all ground occupied by the Contractor in connection with the work of all rubbish, weeds, unwanted plants/trees, excess and unused materials, falsework, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition. 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. Full compensation for collecting and disposing of loose material and debris from the job site shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

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 any work under this item must have prior authorization approved by the City 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.

The following paragraph shall replace Section 3-12.6.5

Work under Stormwater Control, BMPs, and NPDES Compliance shall include, but not be limited to, all labor, tools, equipment and material costs for stormwater pollution control, best management practices, and water pollution control plans as noted in Standard Specifications for Public Works Construction "Greenbook" Worksite Maintenance.

### **3-13 COMPLETION, ACCEPTANCE AND WARRANTY**

#### **3-13.1 Completion**

The following paragraph shall be added at the beginning of Section 3-13.1:

The Contractor shall complete all Work under the Contract including punchlist items 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 following paragraph shall replace Section 3-13.2:

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

The following paragraph shall be added at the end of Section 3-13.3:

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**

The provisions below shall supplement but not replace those provisions in Section 4 of the Standard Specifications, unless specifically noted below.

### **4-1 GENERAL**

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.

The following subsection shall be added to Section 4-1:

#### 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*

The following paragraph shall be added to Section 4-6:

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.

### **SECTION 5 LEGAL RELATIONS AND RESPONSIBILITIES**

The provisions below shall supplement but not replace those provisions in Section 5 of the Standard Specifications, unless specifically noted below

#### 5-3 LABOR

##### 5-3.1 General

The following subsection shall be added to Section 5-3.1:

##### 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 Prevailing Wages

The following subsections shall be added to Section 5-3.2:

##### 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 following paragraph shall be added to Section 5-3.3:

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 following shall replace Subsection 5-3.4:

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.

*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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or location or the general aggregate limit shall be twice the required occurrence limit. 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 Contractors' Pollution Legal Liability

The Contractor shall procure and at all times during the term of the Contract carry, maintain, and keep in full force and effect Contractors' Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

#### 5-4.6 Insurance Requirements not Limiting

Subsection 5-4.6 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.

#### 5-4.7 NOT USED

#### 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. Steel plates shall be placed securely to avoid tripping hazards and in a way that minimizes movement and noise.

#### 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 and appointed 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, insurers, 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 foregoing obligations include, but are not limited to, Liabilities arising from any asbestos, lead-based paint or other hazardous substance inspection, clean-up, monitoring, abatement, removal, and/or remediation services or work in the performance of the Contract, Liabilities arising from demands by third parties that waste generated during the work which is the subject of this Contract were improperly reused by Contractor, were improperly transported or disposed of by Contractor, Liabilities that the waste contained hazardous substances, Liabilities that real or personal property has been damaged by the work, Liabilities of bodily injury, wrongful death, personal injury and/or property damage, Liabilities related to any alleged violations of any applicable federal, state and/or local laws, statutes and/or regulations, and Liabilities brought by any regulatory agency to recover its costs (including but not limited to response or oversight costs) related to the work. 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.

#### 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 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 7 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**

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

### **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 for partial and final payment 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](http://www.manhattanbeach.gov).

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

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

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.***

**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		

1-55

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/Tiles						
Building Materials (doors, windows, fixtures, etc.)						
Cardboard						
Concrete Pavement and Grindings						
Drywall (new, unpainted)						
Asphalt Pavement Grindings						
Landscape Debris (Plant & Tree Trimmings)						
Scrap Metal						
Unpainted Wood & Pallets						
Other (painted wood & drywall, roofing, etc.)						
Mixed C&D*						
Trash/Garbage						
TOTAL						

\*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.

<b>Material</b>	<b>Lbs/cy</b>	<b>Tons/cy</b>
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 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**

An independent certified materials testing firm must be retained by the Contractor to perform materials tests and applicable special inspections during the Contractor's entire operation to ascertain compliance with the Contract requirements. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

The Contractor shall provide a copy of the testing and inspection reports to the Engineer within 24 hours upon receipt.

Compaction testing shall be performed at the following frequency:

- Subgrade below PCC Pavement – 2 locations per lift
- Subgrade below Permeable Concrete – 2 locations per lift
- Aggregate base below PCC Pavement – 2 locations
- Subgrade below Refuse Enclosure – 2 locations
- Aggregate base below Refuse Enclosure – 2 locations

## **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**

Unless otherwise noted in Part 9 Special Instructions or authorized by the City Engineer:

- a) The Contractor shall do all Work between the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.
- b) No Work will be allowed on Saturday, Sunday or City holidays listed on the City's website.
- c) 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.

The City's Municipal Code or the project permit may list conflicting hours or Days for the Contractor to do the Work. In these cases, Working Days and Hours shall be as noted in Part 9 Special Instructions, unless otherwise authorized by the City Engineer.

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.

## **PART 2 - CONSTRUCTION MATERIALS**

The corresponding provisions in Part 2 (Construction Materials) of the Standard Specifications are incorporated, 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 201 – CONCRETE, MORTAR, AND RELATED MATERIALS***

#### ***201-1 PORTLAND CEMENT CONCRETE***

##### ***201-1.1 Requirements***

##### ***201-1.1.1 General***

The following paragraph shall be added to the last paragraph:

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

##### ***201-1.1.2 Concrete Specified by Class and Alternate Class***

The following paragraph shall be added:

Portland Cement Concrete (PCC) Mix Design:

All concrete shall be 560-C-3250 PCC in accordance with the City of Manhattan Beach Standard Plans. Design mix shall be approved by the City Engineer prior to purchase or placing of concrete.

### ***SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS***

#### ***214-5 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING AND MARKINGS***

##### ***214-5.1 General***

Delete 1st Paragraph and add the following:

Thermoplastic material shall conform to State Specification PTH-02ALKYD.

Concrete Curb Painting shall be as follows:

Red: Ennis-Flint WB RED 7004PLUS SEMIGLOSS or approved equal.

Yellow: Ennis-Flint WB YEL CA PTWB-01 or approved equal.

White: Ennis-Flint WB WHT CA PTWB-01 or approved equal.

Black: Ennis-Flint WB BLK CA PTWB-01 or approved equal.

Blue: Ennis-Flint 6006 – Blue or approved equal

## **PART 3 - CONSTRUCTION METHODS**

The corresponding provisions in Part 3 (Construction Methods) of the Standard Specifications are incorporated, 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:

All existing pavement to be removed shall be done by sawcut full depth, to a true line where new pavement is to join. Removal of pavement items shall include the removal of underlying base to a depth necessary to construct new structure.

##### ***300-1.4 Payment***

Delete and replace with the following:

All unit bid item prices shall include the full compensation for clearing and grubbing including saw cutting, breaking, removal, tree root pruning/cut, and haul away required to perform the construction specified, and shall be considered included in the price for various items of work. No additional compensation will be allowed, except for other removal items under the Contractor's Proposal Bid Schedule and shall be paid as indicated therein.

#### ***300-2 UNCLASSIFIED EXCAVATION.***

##### ***300-2.1 General***

Add the following:

Contractor shall be aware that the soil conditions in the project are very sandy and collapsible. Contractor shall use appropriate construction methods for this soil type when performing Work including, but not limited to, utilities, PCC curb, gutter, pavement, asphalt, and sidewalk.

##### ***300-2.8 Measurement.***

Add the following:

- h) Removal of bituminous pavement, as directed by the engineer.
- i) Removal of concrete pavement, as directed by the engineer.

##### ***300-2.9 Payment.***

Replace the first paragraph with the following:

The cost of unclassified excavations are included in various applicable bid items in the Construction's Proposal Bid Schedule. Payment shall include compensation for excavating, sloping, rounding tops and ends of excavations, loading, fill, disposing of surplus material, stockpiling, and hauling it to its final location.

### *300-3 STRUCTURE EXCAVATION AND BACKFILL*

#### *300-3.6 Payment.*

Add the following:

There will be no payment for structural excavation and backfill. Cost of structural excavation and structural backfill shall be considered included in the applicable bid items.

## **SECTION 302 – ROADWAY SURFACING**

### *SECTION 302-5 - ASPHALT CONCRETE PAVEMENT*

#### *302-5.1 General*

Change the last sentence to the following:

Asphalt concrete shall be Type III-C3-PG64-10 for surface course as shown in Manhattan Beach Standard Plan MBSI-132A-0 (ST-10) or as specified herein. The use of slag aggregate for asphalt concrete is expressly prohibited.

Add the following:

The combined aggregate grading for asphalt concrete placed on miscellaneous areas shall conform to the gradation for the asphalt concrete placed on the traveled way, unless otherwise directed by the Engineer. The amount of asphalt binder used in the asphalt concrete placed in dikes, gutters, gutter flares, oversize drains and aprons at the ends of drainage structures, unless otherwise directed by the Engineer, shall be increased one per cent (1%) by weight of the aggregate over the amount of asphalt binder used in the asphalt concrete placed on the traveled way.

#### *302-5.4 Tack Coat*

Replace the second paragraph with the following:

A similar tack coat shall be applied to all surfaces that are to be overlaid unless otherwise directed by the Engineer.

#### *302-5.5 Distribution and Spreading*

Add the following:

The asphalt concrete to be placed in areas which are designated by the City Engineer as miscellaneous areas may be spread in one layer. The material shall be compacted to the required lines, grades and cross section. Miscellaneous replacement areas shall be placed on subgrade which has been compacted to 95% relative compaction.

When placing asphalt concrete to the lines and grades as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 feet. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 feet tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

### 302-5.6 Rolling

#### 302.5.6.1 General

Add the following:

The Contractor shall furnish a sufficient number of rollers to obtain the specified compaction and surface finish required by the Standard Specifications and these Special Provisions.

Pneumatic rollers shall be required on lower layer only.

Initial breakdown compaction shall consist of a minimum of three (3) coverages of a layer of asphalt mixture. A pass shall be a movement of rolling in both directions over the same path. Coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during coverage, made to ensure compaction without displacement of material in accordance with good rolling practice, shall be considered to be part of the coverage being made and not part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.  
All joints shall be sealed after rolling.

#### 302.5.6.2 Density and Smoothness.

Add the following:

The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities, indentations or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.01 feet are present when tested with a straightedge 10 feet long, laid in a direction transverse to the center line.

If the test results for any lot of asphalt concrete indicate that the relative compaction is below 95.0 percent (95%), the Contractor will be advised that he/she is not attaining the required relative compaction and that materials, procedures, or both, need adjustment. Asphalt concrete spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the required compaction.

### 302-5.9 Measurement and Payment.

Replace the subsection with the following:

The unit price paid per square yard of Type III C3-PG64-10 Asphalt Concrete Pavement shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, and no additional compensation will be allowed therefor.

### *SECTION 302-6 PORTLAND CEMENT CONCRETE PAVEMENT*

#### 302-6.3 Placing Concrete

Add the following:

Advise the Engineer at least 48 hours before concrete placement.

Testing responsibility of Contractor – Conduct a minimum of one density test during each day's placement in accordance with ASTM C172 and C 138/C 138M following procedures described in ASTM C 29/C 29M, Jigging Procedures. Determine density using a minimum 0.25 ft<sup>3</sup> cylindrical metal measure. Fill and compact the measure in accordance with ASTM C29/c 29M, Jigging procedure.

#### 302-6.5.2 Construction Joints

Replace paragraph two with the following:

Longitudinal construction joints shall be constructed as a plain face. Longitudinal Joints shall be constructed in multiples of 10' not exceeding 12'.

#### 302-6.5.3 Transverse Expansion Joints

Add the following:

Transverse joints shall be placed at right angles to longitudinal joints at intervals not exceeding 14'. Concrete restoration must be doweled to existing concrete pavement with #4 epoxy coated dowels at 16"O.C. and minimum embedment of 4".

Expansion joint filler and joint sealants shall be installed by Section 201-3 of the Standard Specifications. The joint sealant shall be a two-component, non-sag traffic-grade material. It shall be applicable in horizontal, vertical, and overhead joints. The sealant shall be principally a chemical cure to form an elastomeric substance.

#### 302-6.5.4 Weakened-Plane Joints

Add the following:

Weakened – Maximum intervals shall be 12'.

Expansion joint filler and joint sealants shall be installed per section 201-3 of the Standard Specification. The joint sealant shall be a two-component, non-sag traffic-grade material. It shall be applicable in horizontal, vertical, and overhead joints. The sealant shall be principally a chemical cure to form an elastomeric substance.



### 302-6.8 Measurement and Payment

Replace the first sentence with the following:

Payment for concrete pavement shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals to accomplish the work as specified in these project plans and provision and no additional compensation shall be allowed.

Add the following:

Unused material which is delivered to the project site that is rejected or is in excess of that actually needed, will not be paid for by the City.

### **SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION**

#### **SECTION 303-5 - CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS**

##### 303-5.1 Requirements

##### 303-5.1.1 General

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

The thickness, texture, and color (to match existing color) of sidewalks, curb, gutters, driveways, cross gutters, and access ramps, shall be as noted in the contract documents.

No concrete shall be ordered and/or poured until the forms and subgrade have been inspected and approved by the Engineer in the field. All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of concrete.

##### 303-5.5.5 Alley intersections, Access Ramps and Driveways

Add the following:

##### ADA Curb Ramp Compliance and Installation:

The Contractor shall install access ramps with American Disability Act (ADA) Standards/California Code of Regulations (CCR) Title 24 – Accessibility Regulations approved cast-in place/wet set detectable warning surface (truncated domes) and per the latest edition of applicable Caltrans Standard Plans. Unless otherwise noted, the Contractor shall extend the new ramp for all curb ramp case types up to 15 feet from the edge of landing to satisfy ADA slope and the Department of Justice requirement to the maximum extent possible.

The Contractor shall verify on site all existing elevations for the installation/modification of the curb ramps and sidewalk transition panels and verify that all design grades are achievable with site conditions. The installation of the curb ramp shall maintain all existing cross gutter, flow line and lip of gutter elevations and grades and shall be in compliance with all applicable ADA standards. Written approval from the Engineer is required prior to construction of curb ramps.

Work under the bid item to Furnish and Install PCC ADA compliant curb ramp shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work

involved in the construction of new ADA curb ramps, complete as specified herein; including but not limited to, construction survey, saw-cutting, removal and disposal, excavation, forming, pavement restoration, detectable warning surface, support of adjacent structures (protection, restoration, grading, irrigation turf replacement), concrete, backfill, and compaction to the satisfaction of the Engineer.

### 303-5.3 Placing Concrete

Add the following:

Advise the Engineer at least 48 hours before concrete placement.

Testing responsibility of Contractor – Conduct a minimum of one density test during each day's placement in accordance with ASTM C172/C172M and C138/C138M following procedures described in ASTM C29/C29M, Jigging Procedures. Determine density using a minimum 0.25 ft<sup>3</sup> cylindrical metal measure. Fill and compact the measure in accordance with ASTM C29/C29M, Jigging procedure.

### 303-5.5 Finishing

#### 303-5.5.1 General

Add the following:

Finishing: Concrete shall be distributed uniformly between forms or saw cut joints as soon as placed, struck off and tamped. After tamping, surface shall be floated and finished. Finish shall match existing concrete as closely as practical. Work surface shall be free of any unevenness greater than 1/8-inch when checked with a 10' straightedge or string line.

### 303-5.9 Measurement and Payment

Replace the section with the following:

Payment for concrete curbs and gutter, sidewalks, cross gutters, driveways and access ramps will be made as shown in the bid schedule and shall include all related debris removal, root pruning, grading, edge form work, removal and restoration of adjacent asphalt (Type III C3-PG64-10) slot cut patch restoration, saw cutting, expansion joint filler, joint sealer, base material, and other related appurtenances integral to the proposed PCC and shall be considered full compensation for furnishing all labor, materials, tools equipment and incidental to accomplish the work as specified in these project plans and provision and no additional compensation shall be allowed.

Unused material which is delivered to project site that is rejected or is in excess of that actually needed will not be paid for by the City.

### 303-8 PERVIOUS CONCRETE.

#### 303-8.1 General.

Replace the section with the following:

Pervious concrete shall conform to 201-1.1.6. Pervious concrete shall be constructed a minimum of 6 inches thick, unless otherwise noted.

### Contractor qualification

The Contractor shall employ no less than one National Ready Mixed Concrete Association (NRMCA) certified pervious concrete craftsman or equivalent who must be onsite overseeing each placement crew during all concrete placement, or the Contractor shall employ no less than five NRMCA certified Pervious Concrete Technicians, or equivalents, who shall be on site working as members of each placement crew during all concrete placement unless otherwise specified.

The Contractor shall test and inspect concrete materials and operations as Work progresses. Failure to detect defective Work or material early will not prevent rejection if a defect is discovered later, nor shall it constitute final acceptance.

#### Testing agencies

Agencies that perform testing services on concrete materials shall meet the requirements of ASTM C 1077. Agencies inspecting the Work shall meet the requirements of ASTM E 329. Testing agencies performing the testing shall be accepted by City Engineer before performing any Work.

1. Field tests of concrete required shall be performed by an individual certified as an NRMCA Certified Pervious Concrete Technician or equivalent and an ACI Concrete Field Testing Technician – Grade 1 or equivalent.

#### Testing

1. Conduct a minimum of one density test during each day's placement in accordance with ASTM C 172 and C 138/C 138M following the consolidation procedures described in ASTM C 29/C 29M, Jigging Procedure. Determine density using a minimum 0.25 ft<sup>3</sup> (0.007 m<sup>3</sup>) cylindrical metal measure. Fill and compact the measure in accordance with ASTM C 29/C 29M, Jigging Procedure.
  - a. Fresh density shall be within  $\pm 5$  lb/ft<sup>3</sup> (80 kg/m<sup>3</sup>) of the specified density.
2. Remove three cores from each lot of 5000 ft<sup>2</sup>, in accordance with ASTM C 42/C 42M not less than 7 days after placement of the pervious concrete. Select three locations in accordance with ASTM D 3665. Measure the cores for thickness (ASTM 42/C 42M) and density (ASTM C 140). After thickness determination, trim and measure the cores for density in the saturated condition, Saturation, of ASTM C 140. Immerse the trimmed cores in water for 24 hours, drain for 1 minute, and remove surface water with a damp cloth, then weigh immediately.

Tolerance for thickness and density reported as the average of three cores of each lot shall be as follows:

- a. The average compacted thickness shall not be 1/4 in. (6 mm) less than the specified thickness, with no single core exceeding 1/2 in. (13 mm) less than the specified thickness; nor the average compacted thickness more than 1-1/2 in. (38 mm) more than the specified thickness.
- b. Hardened density shall be within  $\pm 5$  lb/ft<sup>3</sup> (80 kg/m<sup>3</sup>) of the specified density.

When a lot is outside one or more of the limits, the lot shall be rejected, removed, and replaced at the Contractor's expense.

Core holes shall be filled with concrete.

#### Referenced standards

Standards of ACI and ASTM referred to in this specification are listed with serial designation including year of adoption or revision, and are part of this specification.

ACI standards (latest editions available)

ASTM standards (latest editions available)

C 29/C 29M Test Method for Bulk Density (Unit Weight) and Voids in Aggregate

C 33 Specification for Concrete Aggregates

C 42/C 42M Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

C 94/C 94M Specification for Ready-Mixed Concrete

C 138/C138M Test Method for Density (Unit Weight), Yield and Air Content (Gravimetric) of Concrete

C 140 Test Method for Sampling and Testing Concrete Masonry Units and Related Units

C 172 Practice for Sampling Freshly Mixed Concrete

C 174/C174M Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores

C 494/C 494/M Specification for Chemical Admixtures for Concrete

C 1077 Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation

C 994 Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)

D 1751 Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

D 1752 Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

D 3385 Test Method for Infiltration Rate of Soils in Field Using Double-Ring Infiltrometer

D 3665 Practice for Random Sampling of Construction Materials

E 329 Specification for Agencies Engaged in Construction Inspection and/or Testing

303-8.5 Placement.

Add the following:

Products

Pervious Concrete: Comply with ASTM C 94/C 94M

Filter Fabric shall be MIRAFI 140N or approved equivalent.

Batching, Mixing and Delivery

Batch and mix in compliance with ASTM C 94/C 94M except that discharge shall be completed

within 60 minutes of the introduction of mixture water to the cement. Increase time to 90 minutes when using an extended set control admixture meeting the requirements of ASTM C 494/C, 494M, Type B. Water addition, in accordance with ASTM C 94/C 94M, is permitted at the point of discharge. Do not exceed the maximum water-cementitious material ration (w/cm) specified or submitted.

#### 303-8.6 Joints.

Add the following:

Refer to Greenbook unless otherwise noted in the Manhattan Beach Standard Plan MBSI-123A.

#### 303-8.7 Curing.

Replace the first two sentences with the following:

Begin curing within 20 minutes of concrete discharge unless longer working time is accepted by the City Engineer. Completely cover the pavement surface with a minimum 6 mil (0.15 mm) thick polyethylene sheet. Cut sheeting to a minimum of a full placement width. Cover all exposed edges of pavement with polyethylene sheet. Secure curing cover material without using dirt. Cure pavement for a minimum of 7 uninterrupted days, unless otherwise specified.

Add the following:

##### Opening to traffic

Do not open the pavement to bicycle or pedestrian traffic until the concrete has cured for at least 7 uninterrupted days and until the pavement is accepted by the Engineer for opening to traffic.

#### 303-8.9 Measurement.

Replace with the section with the following:

Pervious concrete shall be measured by the linear foot as shown on the plans. Material which is delivered to the project site and not used or is rejected and specifically, material which is delivered to the site in excess of that actually needed, will not be paid for by the City.

#### 303-8.10 Payment.

Replace with the section with the following:

Payment for construction of 2' wide pervious concrete gutter shall be made at the contract bid unit price as shown in the bid schedule and shall include all related traffic control, debris removal, grading, edge form work, landscaping, irrigation and other related appurtenances per the standard plan and shall include the pervious concrete material and placement, crushed aggregate base material and compaction, filter fabric and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals to accomplish the work as specified in these project plans and provisions and no additional compensation shall be allowed.

## **SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION**

### 306-3.1 GENERAL

Pursuant to Public Contract Code Section 7104, if the project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

- a. Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or
- b. Subsurface or latent physical conditions at the site differing from those indicated; and/or
- c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- d. As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

## **SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

### **314-1 GENERAL**

Replace the first paragraph with the following:

The work shall consist of the removal and application of the traffic striping (striping), curb and pavement markings (markings), and pavement markers at all locations disturbed by Work. Thermoplastic striping, markings, and markers shall be used and may be applied a minimum of seven (7) days after the concrete paving operations. Curb painting shall be applied a minimum of seven (7) days after the concrete operations. If any existing legends, limit lines, crosswalks, arrows, or lane line extensions are partially removed, marked, or otherwise damaged, the Contractor shall remove and restripe the entire legend, limit line, crosswalk, arrow, or lane line extension to its original, or better, condition.

### **314-4.2 Control of Alignment and Layout**

#### **314-4.2.1 General**

Add the following:

The Engineer shall approve the Contractor's alignment and layout for pavement markings prior to application. The Contractor shall allow at least two (2) full working days for inspection by the Engineer prior to application. If the Engineer requires any corrections to alignment / layout, the

Contractor shall make such corrections and allow for another two (2) full working days for re-inspection. Any traffic stripes or pavement markings applied without approval of the Engineer shall be removed and replaced at the Contractor's expense.

All temporary tape and reflective markers applied for the purpose of interim delineation shall be removed by the Contractor at no additional cost to the City upon completion of the first coat of striping and prior to the final striping.

#### 314-4.4 Thermoplastic Traffic Striping and Pavement Markings

##### 314-4.4.4 Application

Add the following:

Where the Contractor and City have agreed thermoplastic is determined not to be preferable, all new striping shall have two (2) coats of paint and glass beads per the Greenbook. The first coat of paint shall be done immediately upon approval of striping layout by the Engineer, no earlier than 7 calendar days after paving, but no later than 14 days after paving. The second coat shall be applied seven (7) days after the first coat is applied, unless approved by the Engineer. The paint shall not bleed, curl or discolor when applied to surfaces. If bleeding or discoloring occurs, the unsatisfactory areas shall be given an additional 3rd coat of paint. Payment shall be initiated for the individual bid items when the second coat of paint is applied. No additional payment shall be made if a 3rd coat of paint is required due to bleeding or discoloring.

Except as otherwise noted on the Plans or as directed by the Engineer, all angle points, as shown on the striping Plans shall be painted as a smooth, tangent curve with a radius and length as approved in the field.

Existing or newly applied thermoplastic striping, parking, and pavement markings which are damaged as a result of the construction, including wheel markings by traffic and the construction equipment, shall be replaced, and any associated removals shall be performed as outlined in these Special Provisions at the sole expense of the Contractor and no separate compensation will be allowed therefor.

## **PART 4 - EXISTING IMPROVEMENT**

The corresponding provisions in Part 4 (Existing Improvement) of the Standard Specifications are incorporated, 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**

Replace the subsection with the following:

The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property. If damage to existing improvements occurs, the engineer must be notified immediately, and damages must be repaired at the Contractor's expense within 24 hours from the time the damage occurred, unless otherwise approved by the engineer.

The Contractor shall repair or replace all existing improvements which are not designated for removal (e.g., sidewalks, driveways, fences, walls, utility installations, conduits, pavement, structures, hardscape, signs, markings, striping, posts, traffic loops, curbs, gutters, sidewalk, ADA detectable warning devices, asphalt, delineators, landscape, plants, irrigation infrastructure, fences, walls, structures, manholes, frames, valve covers, sleeves, survey markers, benchmarks, survey control monuments, etc.) which are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension at the contractor's expense and to the satisfaction of the engineer.

Contractor to complete and submit the Monument Inventory List prior to construction.

Maintenance of street and traffic signal systems that are damaged, temporarily removed, or relocated shall conform to 701-2.

#### **400-3 PAYMENT**

Replace the entire subsection with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

No separate or additional payment will be made for

- 1) Protection of existing improvements, and
- 2) Restoration of existing improvements.

Permanent survey markers will be restored by the Contractor at their own expense. It shall be the Contractor's responsibility to place protective covering over existing improvements which are not designated for removal to otherwise avoid disturbing existing improvements and remove any covering after operations have been completed.

### **SECTION 402 - UTILITIES**

#### **402-1 LOCATION**

Replace the first paragraph with:



The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

Add the following:

Existing utilities may include, but are not limited: electric utilities, gas utilities, telephone utilities, television utilities, water utilities, street lighting facilities, traffic signal facilities, sanitary sewers, storm drains, and irrigation systems. The Contractor shall assume that any of these underground utilities and/or facilities may be encountered during the removal and reconstruction work and shall protect and restore same in place in accordance with the Standard Specifications and the following requirements and provisions:

The Contractor shall pothole utilities in any areas of excavation, including but not limited to, street widening, utility pole installation or relocation, light pole installation or relocation, pipe installation, catch basin installation, pavement reconstruction, and traffic signal equipment foundation installation. The Contractor shall submit pothole locations to the City five (5) working days ahead of USA notification for review and comment. The Contractor retains sole responsibility for utilities. The Contractor shall pot hole a minimum of two (2) working days ahead of the construction or installation for the area in which the work is to be performed. The "potholes" shall be to a depth sufficient to satisfy the Contractor that the proposed construction work will not damage any underground utilities and/or facilities. The Contractor shall be solely responsible for the cost of repair for any such damage to the underground utilities and/or facilities and shall, except for irrigation systems, make or cause to be made all repairs necessary to restore service the same day.

Full compensation for compliance with the preceding requirements shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefor.

## UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

***Dig Alert Identification Number:*** \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
("CONTRACTOR")

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

#### 402-1.3 Entry by Utility Owners

Add the following:

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

#### 402-2 PROTECTION

Add the following to paragraph five:

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

#### 402-3 REMOVAL

Add the following:

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 remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

#### 402-4 RELOCATION

Add the following to paragraph three:

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.

#### 402-6 COOPERATION

Add the following:

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.

#### 402-7 NOTIFICATION

Add the following:

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 USED)**

## **PART 6 - TEMPORARY TRAFFIC CONTROL**

The corresponding provisions in Part 6 (Temporary Traffic Control) of the Standard Specifications are incorporated, 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 600 - ACCESS**

#### **600-1 GENERAL**

Add the following:

Printed notification shall be given not less than seventy-two (72) hours prior to performing any work which will close or partially close the street, or which will restrict or disallow street parking. All schools, churches, hospitals, and businesses shall receive seven (7) working days notification prior to performing any work that will restrict property access. All public notices must be reviewed and approved by the Engineer prior to its distribution.

The Contractor shall coordinate with waste disposal collection and street sweeping. Trash pick-up services shall not be interrupted. Evidence of such notification shall be submitted to the City at least two working days prior to construction and any impacts.

Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the Engineer.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to the public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections. Contractor shall work closely with all affected businesses to ensure impacts are minimized during work.

#### **600-2 VEHICULAR ACCESS.**

Add the following:

All streets shall remain open to through traffic at all times except when street closure is approved by the Engineer. Per subsection 7-10.1, "Safety", of these special provisions, overnight and long terms street closures can only be approved by City Council, which will require a minimum 4 week lead time. The Contractor shall make provisions to allow local traffic access to the closed streets.

#### **600-3 PEDESTRIAN ACCESS.**

Replace the second paragraph with the following:

Pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work site at intervals not exceeding 500 feet shall be maintained unless otherwise approved by the Engineer. In addition, no two adjoining streets shall be closed at the same time, except as otherwise approved by the Engineer. When sidewalks are closed, "SIDEWALK CLOSED" signs shall be used at each approach to the closure and an approved alternate route provided. Pedestrians shall not be directed into direct conflict with vehicles operating within the Work site or other traffic. Where

it is necessary to divert pedestrians into the parking lane or a street, barricades or temporary traffic barriers shall be provided to separate the pedestrian walkway from the adjacent traffic lane.

## ***SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES***

### ***601-1 GENERAL***

Add the following:

Street closures, detours, lane closures, signs, lights and other traffic control devices shall conform to these Special Provisions; the California Manual on Uniform Traffic Control Devices (California MUTCD – latest edition at the time of bid); the "Work Area Traffic Control Handbook" (WATCH – latest edition at the time of bid); and Section 7-10 and Part 6 of the Standard Specifications. The California MUTCD is available at the following address:

<http://www.dot.ca.gov/hq/traffops/engineering/mutcd/>

In the event of conflict regarding temporary traffic control, the order of precedence shall be as follows:

1. Special Instructions
2. Special Provisions
2. Temporary Traffic Control Plans (to be prepared by the Contractor)
3. California Manual on Uniform Traffic Control Devices
4. Work Area Traffic Control Handbook
5. Standard Specifications

Nothing in the Standard and Special Technical Provisions shall be construed as relieving the Contractor from his or her responsibility to provide for the safety and convenience of traffic and the public during construction.

### ***601-2 TEMPORARY TRAFFIC CONTROL PLAN.***

#### ***601-2.2 Payment.***

Replace the subsection with the following:

Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for vehicular and pedestrian traffic controls, traffic control plans for City approval, placement, removal, storage, relocation, revisions, incidentals, maintenance of vehicular and pedestrian access, detours, street closures, disposal, and replacement of components of traffic control including channelizers (surface mounted), temporary railing (Type K) markers, delineators, temporary striping and pavement marking, barricades, portable flashing beacons, flashing arrow signs, signs in accordance with the latest Standard Specifications for Public Works Construction "Greenbook" Part 6 Temporary Traffic Control, latest California Manual on Uniform Traffic Control Devices "MUTCD", latest Work Area Traffic Control Handbook "WATCH", and as directed by the Engineer, and no additional compensation will be allowed therefor. Nothing in the Special Provisions shall be construed as relieving the Contractor from his or her responsibility to provide for the safety and convenience of traffic and the public during construction.

### ***601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES.***

#### ***601-3.4 Operation and Maintenance.***

#### 601-3.4.1 General.

Replace the subsection with the following:

The Contractor shall be responsible for operation and maintenance of the TTC zone devices and services twenty-four (24) hours per day, seven (7) days per week, which includes holidays, from the date of Notice to Proceed to the completion and acceptance of the work.

#### *601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES.*

#### 601-3.5 Signs and Signage.

##### 601-3.5.1 General.

Replace the third paragraph with the following:

Temporary "No Parking" and "No Stopping" signs shall be installed at least 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed at one-hundred-foot (100') maximum spacing along each side of the affected streets prior to the commencement of the street improvement work and shall be removed along with, equipment, and other obstructions immediately upon completion, suspension, or rescheduling of work that will prohibit parking. The Contractor shall not post signs on trees and utility poles. Where there is metered parking, "NO PARKING-TOW AWAY" signs must be placed on each meter post. The Contractor shall document the day, date, and hours, with the municipal code showing that parking will be prohibited on that particular street. The signs shall meet the requirements of City of Manhattan Beach Standard Plan MBSI-182A. The printed notices and the "NO PARKING" signs shall be furnished and discarded by the Contractor.

Add the following:

Properly trained and experienced flaggers shall be provided to direct traffic when the traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at other such times as is necessary to safely pass traffic through or around the work area and when so directed by the Engineer.

#### 601-3.6 Channelizing Devices.

##### 601-3.6.1 General.

Replace the subsection with the following:

Channelizing devices shall include cones, tubular markers (delineators), channelizers, drums, barricades, and temporary barriers. Channelizing devices shall be surface mounted type furnished, placed, and maintained at the locations shown on the TCP or as approved by the Engineer.

When no longer required for the work as determined by the Engineer, channelizers (except channelizers to be left in place), and underlying adhesive used to cement the channelizer bases to the pavement, shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

##### 601-3.6.4 Barricades.

Add the following:

All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less

than 28 in. in height, except that shorter cones, 12 in. minimum height, may be permitted during striping maintenance operations where the only function of the cone is to protect the wet paint from the traffic.

The entire area of orange and white stripes for barricades shall be Type I, engineering grade, or Type II, super engineering grade, retro-reflective sheeting conforming to the requirements of ASTM Designation: D 4956-95.

Type III barricades, no less than 6 ft. in length and equipped with two (2) Type "N" markers each and two (2) portable flashing beacons each, shall be used to close streets, except as otherwise specifically approved by the Engineer for minor maintenance work of no more than one (1) working day's duration, on weekdays, or on holidays only, and limited to the hours between 8:30 a.m. and 3:30 p.m. The barricades shall be placed across the full roadway at each point of closure with the distance between barricades, or between barricades and curbs, not exceeding 3 ft. except that one (1) 11 ft. wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) R11-2, "Road Closed" sign, one (1) R11-4, "Road Closed to Thru Traffic," sign, and a Type P warning sign.



**PART 7 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEM (NOT USED)**

**PART 8 - LANDSCAPE AND IRRIGATION**

Incorporated by reference.

## **PART 9 - SPECIAL INSTRUCTIONS**

### **SECTION 1. SCHEDULE / COORDINATION OF WORK**

Contractor should be prepared for the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials to be issued the week of March 31st, 2025 and for contract work (including demobilization) to be substantially complete for parking lot use by May 30th, 2025. Liquidated damages will be assessed on a calendar day basis until the project is completed.

Refer to Appendix VIII for Project Haul Route.

Full compensation for compliance with these requirements shall be considered as included in the appropriate bid items.

### **SECTION 2. MOBILIZATION AND SPECIAL PROJECT SITE MAINTENANCE**

#### **2-1 MOBILIZATION**

Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for preparatory work and operations necessary for the movement of personnel, equipment, supplies, notices, and incidentals to the project site; for the establishment of all offices, buildings, construction yards, sanitary facilities, and any other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, as well as the related demobilization costs anticipated at the completion of the project. Refer to the Standard Specifications for Public Works Construction "Greenbook" for information regarding staging and storage. The cost of all bonds and insurance policies, including premiums and incidentals, shall be included in Mobilization. No additional compensation will be allowed for additional mobilizations required, including but not limited to, extra work, or delays discovered during construction operations.

#### **2-2 SPECIAL PROJECT SITE MAINTENANCE**

To maintain good public relations, the City may deem it necessary to require special Project site maintenance, public convenience, safety actions, and work to be performed by the Contractor. These actions and work shall only be as 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 for Public Works Construction and applied against the not-to-exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."

#### **2-3 SURVEYING & MONUMENT PRESERVATION**

The City may deem it necessary to require preservation and/or installation of monument frames, covers, and sleeves per Manhattan Beach Standard Plan MBSI-170A-0 (ST-4) Monument in Roadway, Standard Specifications for Public Works Construction "Greenbook", Special Provisions Section 400 Protection and Restoration, and the Monument Inventory List. These actions and work shall only be as 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 for Public Works Construction and applied against the not-to-exceed bid item for "Surveying & Monument Preservation".

### **SECTION 4. STAKEHOLDERS**

Contractor shall work in close coordination with all impacted agencies, businesses, and residents to ensure impacts are minimized during work.

The Contractor shall also notify the following City Departments and agencies at least 24 hours prior to the start of work at any location, and 24 hours prior to the partial closing of a street or alley within the City of Manhattan Beach.

MANHATTAN BEACH PUBLIC WORKS DEPARTMENT  
Public Works Inspector (310) 802-5361 & (310) 802-5341

MANHATTAN BEACH POLICE DEPARTMENT  
Notify Dispatcher's Office (310) 545-4566

MANHATTAN BEACH FIRE DEPARTMENT  
Notify Dispatcher's Office (310) 802-5203

WASTE MANAGEMENT  
Notify Route Manager (310) 830-7100

STREET SWEEPING - SCA of CA  
Notify Route Manager (310) 538-6903

**PART 10 - STANDARD AND SPECIAL TECHNICAL PROVISIONS (NOT USED)**

APPENDIX I  
PROGRESS PAYMENT REQUEST FORM

TO: CITY OF MANHATTAN BEACH  
Engineering Division, 1400 Highland Avenue, Manhattan Beach, CA 90266  
PROJECT TITLE \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_  
FROM: CONTRACTOR \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Progress Estimate # \_\_\_\_\_  
Submitted by \_\_\_\_\_ Contract Award Amount \$ \_\_\_\_\_

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

City Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**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

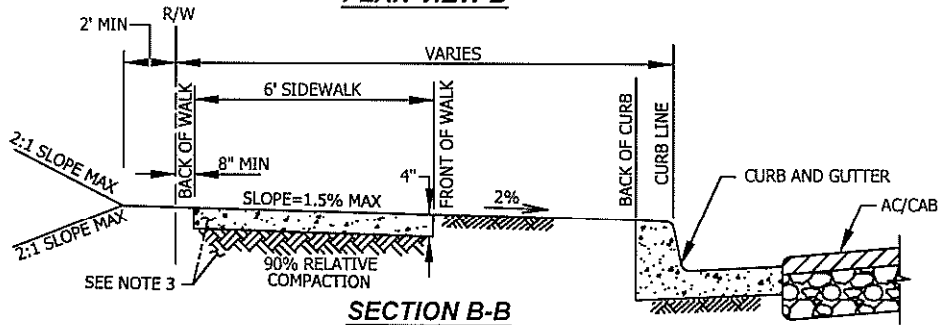
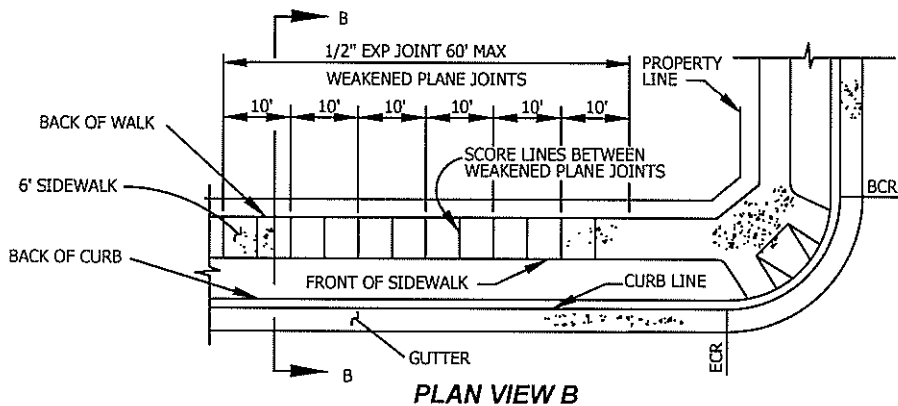
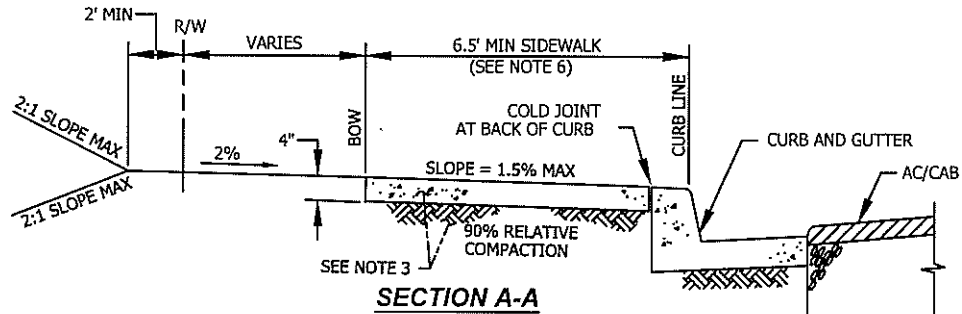
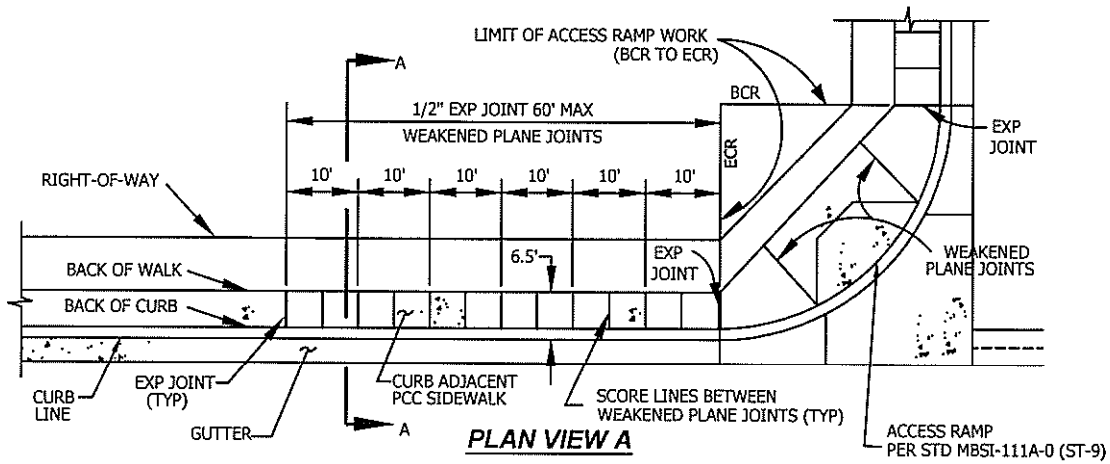
Workers on Site	Classification	Hours	Company

**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 IV**  
**APPLICABLE CITY STANDARD PLANS**





DATE REVISED

5/22/2019

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

**STANDARD SIDEWALK**

APPROVED BY

PREMKUMAR, CITY ENGINEER

STANDARD PLAN NUMBER

**MBSI-112A-0(ST-2)**



SHEET 1 OF 2

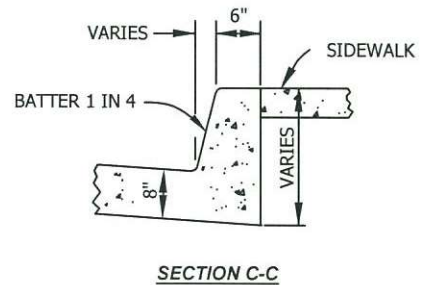
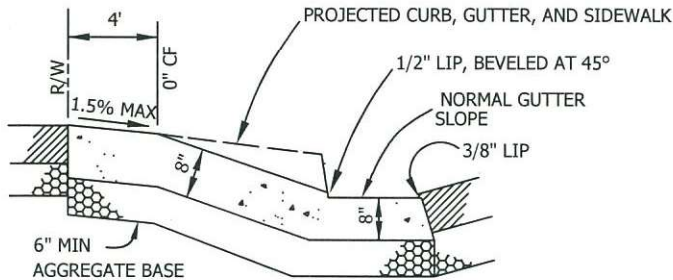
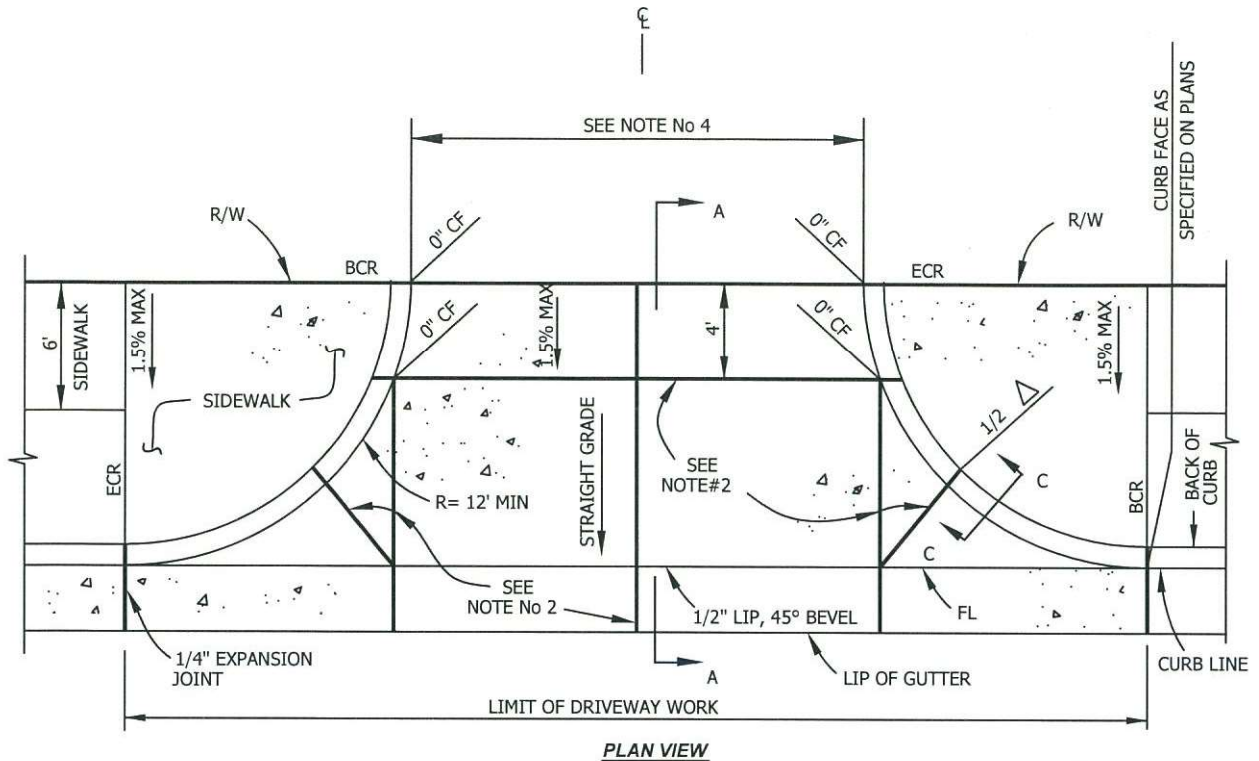
DATE

5/28/19

**NOTES:**

- 1.) THICKNESS OF SIDEWALK SHALL BE 4" EXCEPT IN DRIVEWAY APRONS, WHERE 6" IS REQUIRED FOR SINGLE FAMILY RESIDENTIAL DRIVEWAYS, AND 8" IS REQUIRED FOR COMMERCIAL DRIVEWAYS.
- 2.) SIDEWALK SHALL HAVE 1/2" WIDE PREMOLDED EXPANSION JOINTS AND 1- 1/2" DEEP WEAKENED PLANE JOINTS AT INTERVALS SHOWN HEREON. JOINTS SHALL HAVE EDGES WITH 1/4" RADIUS.
- 3.) CONCRETE SHALL BE CLASS 560-C-3250, CURED WITH WHITE PIGMENTED CURING COMPOUND OVER 90% RELATIVE COMPACTED SUBGRADE. ALTERNATIVELY, IF APPROVED BY THE CITY ENGINEER, PERVIOUS PCC MAY BE USED. PERVIOUS PCC AND SUBGRADE SHALL MEET THE REQUIREMENTS OF SECTIONS 303-8 AND 201-1.1.6 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
- 4.) 18" MOISTURE PENETRATION REQUIRED PRIOR TO PLACING CONCRETE IN SIDEWALK AREA (NON-EXPANSIVE SOIL AS DETERMINED BY SOILS TEST ARE EXEMPT AND REQUIRE ONLY SURFACE WETTING).
- 5.) SIDEWALKS SHALL BE FORMED IN SUCH A MANNER AS TO MAINTAIN 48" MINIMUM OF UNOBSTRUCTED PEDESTRIAN WAY AT ALL LOCATIONS, INCLUDING BUT NOT LIMITED TO STREET LIGHTS, ELECTROLIERS, POWER POLES, AND FIRE HYDRANTS. SEE STANDARD MBSI-115D-0.
- 6.) FOR NEW DEVELOPMENT, CURB ADJACENT SIDEWALK WIDTH SHALL BE 6.5' MINIMUM. SIDEWALK WIDTH OF LESS THAN 6.5' MAY BE USED TO REPLACE SHORT LENGTH OF EXISTING SIDEWALK TO MATCH EXISTING AS APPROVED BY CITY ENGINEER.
- 7.) PARKWAY FROM CURB TO PROPERTY LINE TO BE BROUGHT TO GRADE BY CONTRACTOR BEFORE FINAL APPROVAL.
- 8.) WHERE NEW WIDE SIDEWALK JOINS EXISTING NARROWER SIDEWALK, A 5:1 TRANSITION IS REQUIRED.
- 9.) PROVIDE BONDING AGENT TO ALL EXISTING EXPOSED CONCRETE SURFACE PRIOR TO POURING FRESH CONCRETE. BONDING AGENT SHALL BE SIKA ADHESIVE OR APPROVED EQUAL. SURFACE TO RECEIVE BONDING AGENT SHALL BE CLEAN AND FREE OF DIRT OR LOOSE MATERIAL.

	DATE REVISED	<b>CITY OF MANHATTAN BEACH</b> <b>DEPARTMENT OF PUBLIC WORKS</b>	
	5/22/2019		
		<b>STANDARD SIDEWALK</b>	
		APPROVED BY 	STANDARD PLAN NUMBER
		PREM KUMAR, CITY ENGINEER	<b>MBSI-112A-0(ST-2)</b>
	DATE 5/28/19	SHEET 2 OF 2	



**SECTION A-A**

**SECTION C-C**

**NOTES:**


- 1.) TYPE I APPROACH MAY BE USED WHEN SIDEWALK IS ADJACENT TO PROPERTY LINE.
- 2.) WEAKENED PLANE JOINTS ARE REQUIRED AT CENTERLINE OF APPROACH AND AT LOCATIONS AS SHOWN, SPACED 10' MAXIMUM AND AS NECESSARY.
- 3.) CONCRETE SHALL BE CLASS 560-C-3250, CURED WITH WHITE PIGMENTED CURING COMPOUND
- 4.) MINIMUM WIDTH SHALL BE 24', MAXIMUM WIDTH SHALL BE 40'.
- 5.) 4' LONG #4 SMOOTH ROUND BARS SHALL BE USED WHEN DRIVEWAY APPROACH IS NOT POURED MONOLITHICALLY.
- 6.) FOR CONSTRUCTING NEW DRIVEWAY APPROACHES ON EXISTING STREETS A 18" WIDTH OF ASPHALT CONCRETE SHALL BE REMOVED AND REPLACED TO FULL DEPTH.
- 7.) MEDIUM BROOM FINISH REQUIRED FOR DRIVEWAY.



DATE REVISED  
06/10/2019

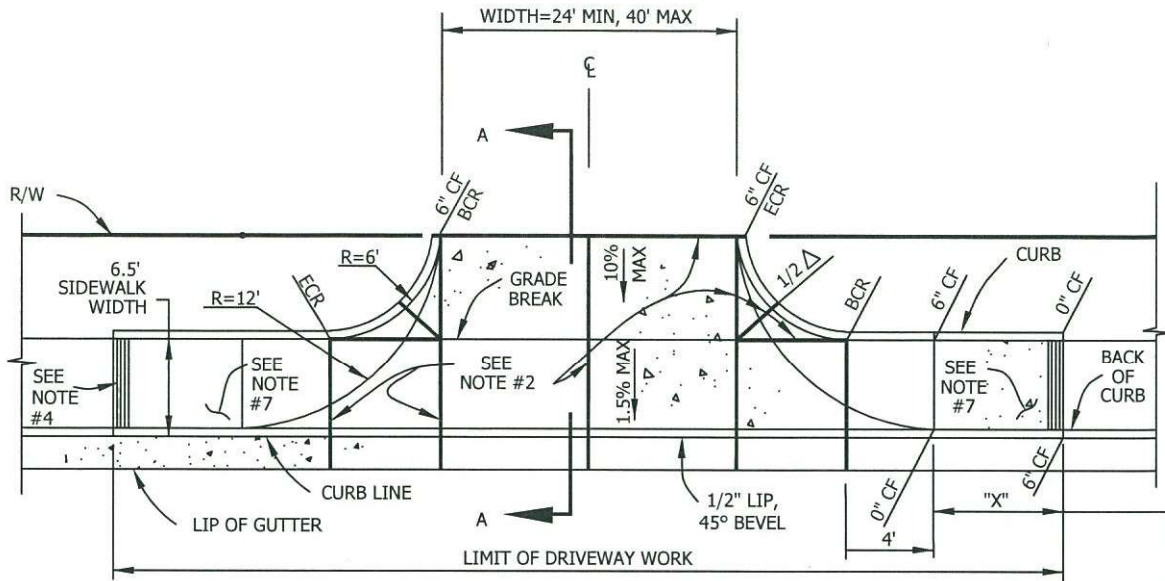
**CITY OF MANHATTAN BEACH  
DEPARTMENT OF PUBLIC WORKS**

**COMMERCIAL DRIVEWAY APPROACH: TYPE I**

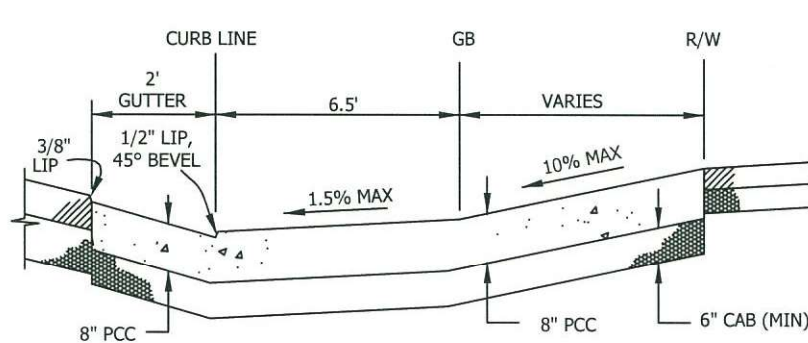
APPROVED BY  
  
PREM KUMAR, CITY ENGINEER

6/13/19  
DATE

STANDARD PLAN NUMBER  
**MBSI-116A-0**  
SHEET 1 OF 1



**PLAN VIEW**



**SECTION "A-A"**

**NOTES:**

- 1.) TYPE IV APPROACH SHALL BE USED WHEN SIDEWALK IS ADJACENT TO CURB AND RIGHT-OF-WAY IS NOT AVAILABLE TO BUILD A TYPE III APPROACH.
- 2.) WEAKENED PLANE JOINT REQUIRED AT CENTERLINE OF APPROACH AND AT LOCATIONS AS SHOWN, SPACED 10' MAX. AND AS NECESSARY.
- 3.) CONCRETE SHALL BE CLASS 560-C-3250, CURED WITH WHITE PIGMENTED CURING COMPOUND.
- 4.) TOP OF SIDEWALK RAMP SHALL HAVE A 12" WIDE BORDER WITH GROOVES  $\frac{1}{4}$ " DEEP, WITH  $\frac{1}{8}$ " RADIUS, AND SPACED AT  $\frac{3}{4}$ " OC.
- 5.) "X" SHALL HAVE A MAXIMUM SLOPE OF 1:12 (8.33%), AND A MINIMUM SLOPE OF 1:15 (6.67%).
- 6.) RAMP SURFACE SHALL BE SLIP-RESISTANT AND SHALL BE OF CONTRASTING FINISH FROM ADJACENT SIDEWALK (ROUGH BROOM FINISH OR EQUIVALENT).
- 7.) ALL ACCESS RAMPS SHALL BE CONSTRUCTED TO THE MOST CURRENT REQUIREMENT OF THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS/CALIFORNIA CODE OF REGULATIONS TITLE 24-ACCESSIBILITY REGULATIONS. ADJUSTMENTS SHALL BE MADE IN THE FIELD TO ACHIEVE RAMP CONDITIONS.
- 8.) FOR NEW DRIVEWAY APPROACHES ON EXISTING STREETS A 12" WIDTH OF ASPHALT CONCRETE SHALL BE REMOVED AND REPLACED TO FULL DEPTH.
- 9.) MEDIUM BROOM FINISH REQUIRED FOR DRIVEWAY.
- 10.) FOR CONSTRUCTING NEW DRIVEWAY APPROACHES ON EXISTING STREETS A 18" WIDTH OF ASPHALT CONCRETE SHALL BE REMOVED AND REPLACED TO FULL DEPTH.



DATE REVISED  
06/10/2019

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

**COMMERCIAL DRIVEWAY APPROACH: TYPE IV**

APPROVED BY

PREM KUMAR, CITY ENGINEER

6/13/19  
DATE

STANDARD PLAN NUMBER

**MBSI-116D-0**

SHEET 1 OF 1



NOT TO SCALE

## NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION." MOST RECENT EDITION, AND ALL SUPPLEMENTS THERETO TO THE SATISFACTION OF THE ENGINEER.
2. PORTLAND CEMENT CONCRETE SHALL BE CLASS 560-C-3250, CURED WITH WHITE PIGMENTED CURING COMPOUND, 4" MAX SLUMP.
3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT INTERVALS OF 10' OR AS DESIGNATED BY THE ENGINEER AND SHALL BE A MINIMUM OF 1" IN DEPTH AND SHALL, WHERE PRACTICABLE, COINCIDE WITH THE SCORE LINES ON ADJACENT SIDEWALK SURFACES. ALSO, WEAKENED PLANE JOINTS SHALL BE SAWED BETWEEN 10 AND 24 HOURS AFTER THE CONCRETE HAS BEEN PLACED .
4. THE EXPANSION JOINTS WHERE APPLICABLE SHALL BE 1/2" THICK ASPHALTIC FELT COMPOUND AND SHALL GENERALLY BE PLACED AT LINES WHERE THE SECTION CHANGES IN THICKNESS OF WIDTH. AFTER THE CONCRETE HAS BEEN FINISHED, AN EDGER OF 1/4" RADIUS SHALL BE USED ON EACH SIDE OF THE EXPANSION JOINT FILLER.
5. FINISH SHALL BE FINE BRUSH PARALLEL TO THE CURB LINE AND TROWEL SMOOTH FINISH FOR THE 4 INCH WIDE GUTTER FLOWLINE.
6. CURB CUTS LESS THAN 8' IN LENGTH MUST HAVE PRIOR APPROVAL OF THE PUBLIC WORKS DEPARTMENT AND MUST BE DOWELED AT EACH END WITH #4 DOWEL INTO EXISTING CURB WITH APPROVED EPOXY (MIN. EMBED = 6").
7. WHERE IT APPLIES, INTEGRAL COLORED CONCRETE SHALL BE PALM SPRING TAN BY COLORFUL CONCRETE PRODUCTS OR EQUAL.
8. ACROSS THE PEDESTRIAN ROUTE AT CURB RAMP LOCATION, THE GUTTER PAN SLOPE SHALL NOT EXCEED 5%.
9. FOR CONSTRUCTING NEW CURB AND GUTTER ON EXISTING STREETS, AND 18" WIDTH OF ASPHALT CONCRETE SHALL BE REMOVED AND REPLACED TO FULL DEPTH. PAVEMENT SURFACE NEAR BOTTOM OF ACCESS RAMP SHALL BE FLUSH WITH EDGE OF GUTTER (NO LIP) AND PAVEMENT SLOPE SHALL NOT EXCEED 5% IN ANY DIRECTION.



DATE REVISED

5/22/2019

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

### STANDARD CURB AND GUTTER

APPROVED BY

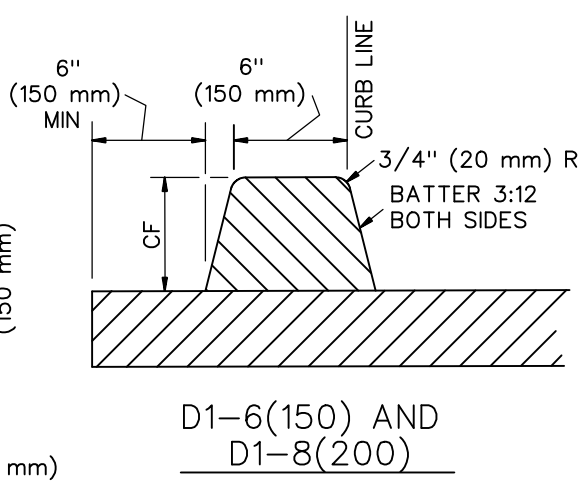
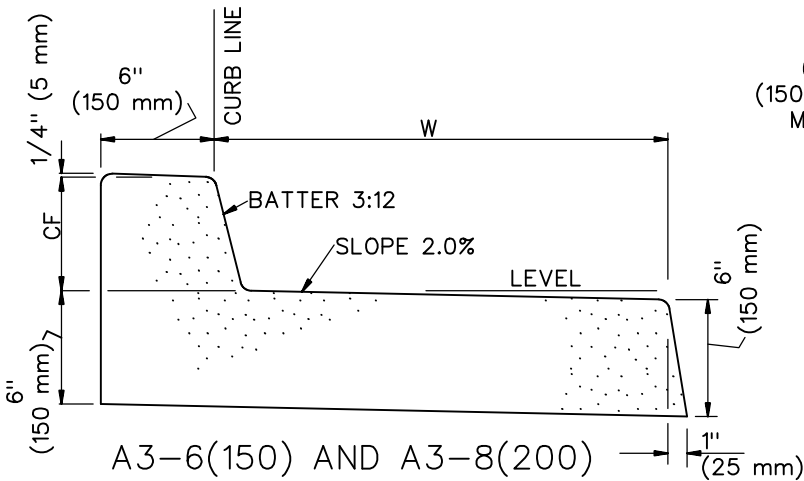
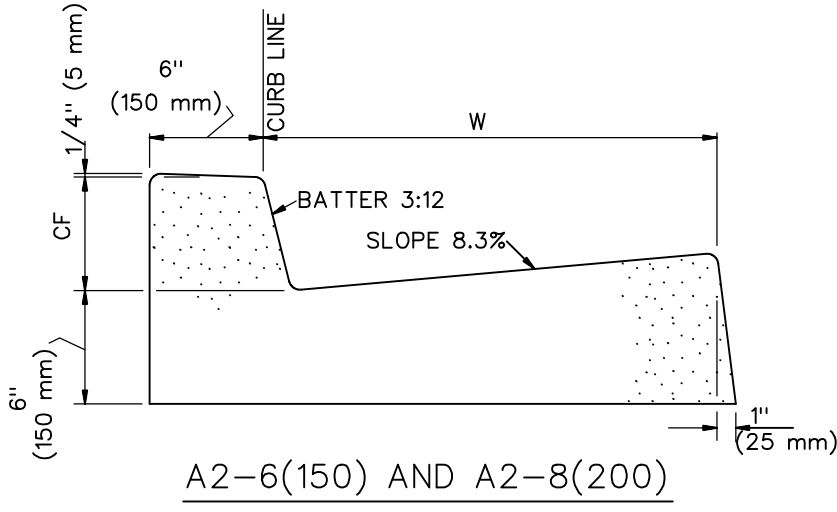
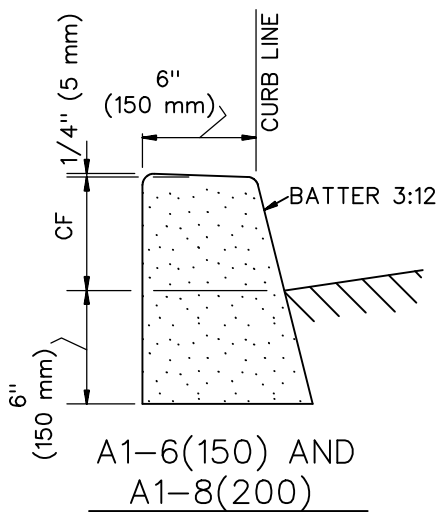
PREM KUMAR, CITY ENGINEER

STANDARD PLAN NUMBER

**MBSI-120A-0(ST-3)**

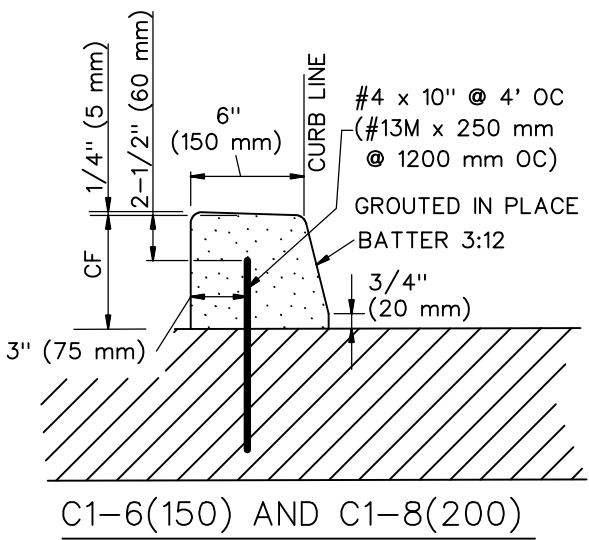
SHEET 1 OF 1





NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm). IF SHOWN AS 'VAR' THE CURB FACE VARIES.
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED OF CONCRETE.
4. TYPE D1 CURB SHALL BE CONSTRUCTED OF ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON CONCRETE CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

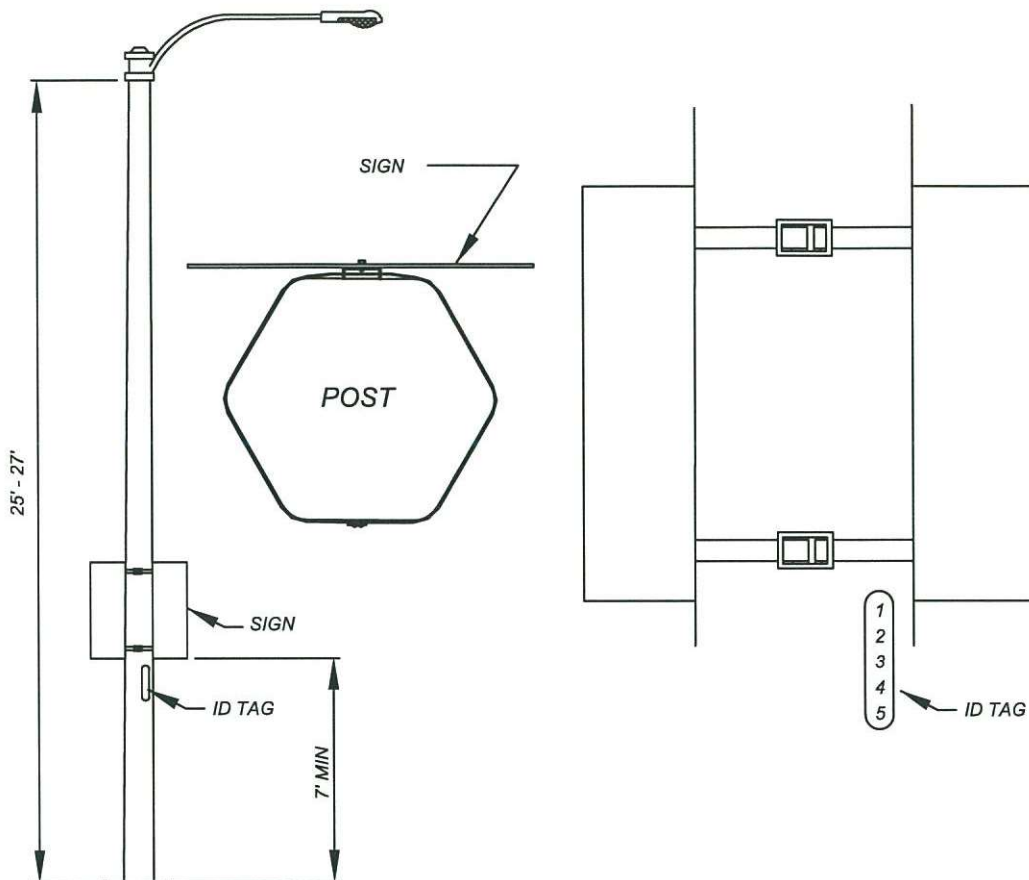
PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1986, 2009, 2021

CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN  
120-3  
SHEET 1 OF 1

- BAND-IT** - C406 OR EQUAL. 316 STAINLESS STEEL  $\frac{3}{4}$ " WIDTH .030" THICKNESS
- BRACKET** - BAND-IT, DOO1 OR EQUAL. 1 BOLT STRAIGHT LEG STAINLESS STEEL.
- BUCKLES** - BAND-IT C456 OR EQUAL. EAR LOCKED 316 STAINLESS STEEL  $\frac{3}{4}$ ".
- BOLTS** - 1" x  $\frac{5}{16}$ " COARSE THREAD STAINLESS STEEL.
- WASHERS** - ALL SIGNS SHALL BE INSTALLED WITH  $\frac{5}{16}$ " ZINC COATED WASHERS LARGER THAN THE HEAD OF THE BOLT. ANY SIGN 24" OR LARGER SHALL BE INSTALLED WITH WASHERS NO LESS THAN 1" OUTSIDE DIAMETER ANY SIGN 30" OR LARGER SHALL BE INSTALLED WITH WASHERS NO LESS THAN 1- $\frac{1}{2}$ " OUTSIDE DIAMETER (FENDER WASHER)



NOT TO SCALE

### NOTES

1. THE MINIMUM VERTICAL CLEARANCE SHALL BE 7' TO THE BOTTOM OF THE LOWEST SIGN ON THE MARBELITE.
2. THE SIGN SHALL BE BANDED TO THE FLAT SURFACE OF THE MARBELITE THAT BEST ACCOMMODATES A 90° ANGLE TO ON COMING TRAFFIC UNLESS OTHERWISE SPECIFIED.
3. THE BAND SHALL BE TIGHTENED TO A POINT AT WHICH IT DOES NOT BREAK, YET PREVENTS MOVEMENT BY HAND OF THE SIGN, BAND, OR BRACKET.
4. ALL SIGNS BEING BANDED TO MARBELITE SHALL HAVE NO LESS THAN 2 BANDS (UPPER AND LOWER). ANY SIGN LARGER THAN 36" SHALL HAVE NO LESS THAN 3 BANDS (UPPER, LOWER, AND MIDDLE).
5. UNDER NO CIRCUMSTANCES SHALL THE BANDS COVER THE IDENTIFICATION TAG ON THE MARBELITE.
6. INSTALLATION OF 2 OR MORE SIGNS ON A SINGLE POST SHALL NOT OVERLAP. SIGNS SHOULD HAVE A 1" GAP BETWEEN EACH SIGN.



DATE REVISED

05-15-2019

### CITY OF MANHATTAN BEACH DEPARTMENT OF PUBLIC WORKS

#### MARBELITE SIGN INSTALLATION

APPROVED BY

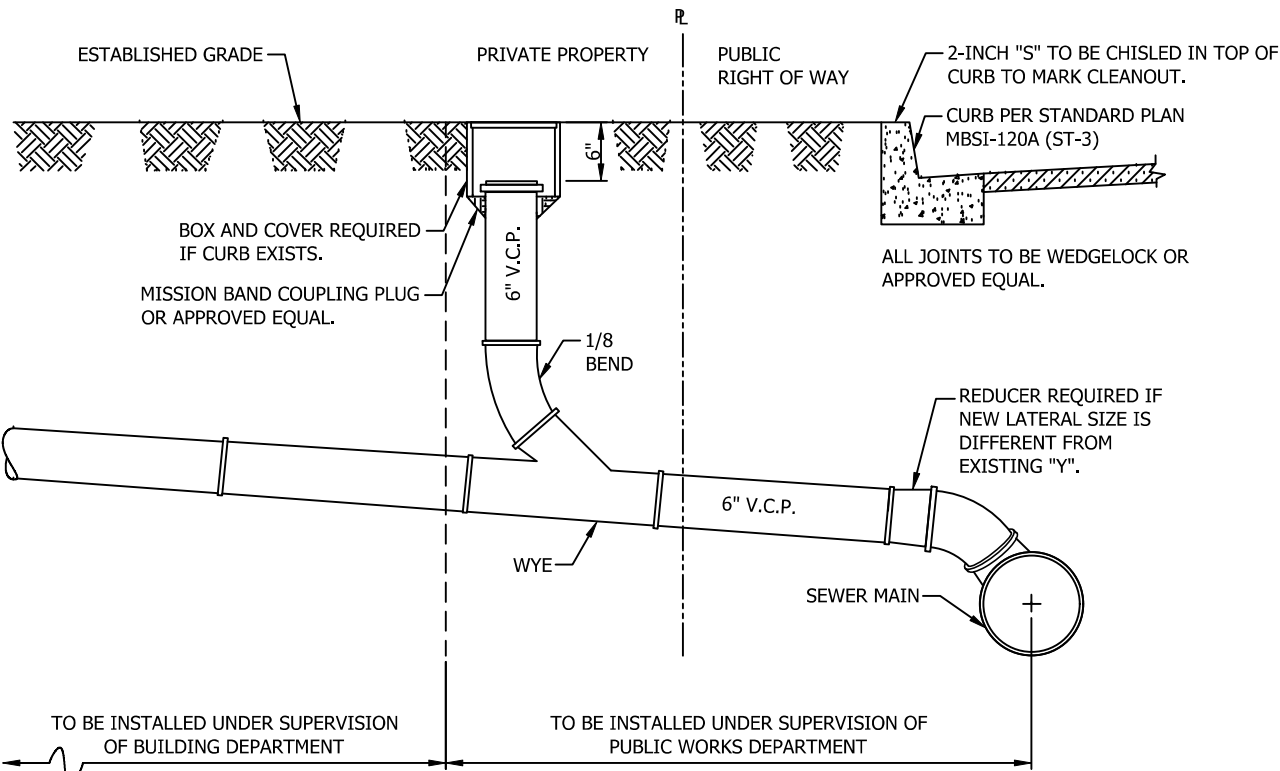
PREM KUMAR, CITY ENGINEER

DATE

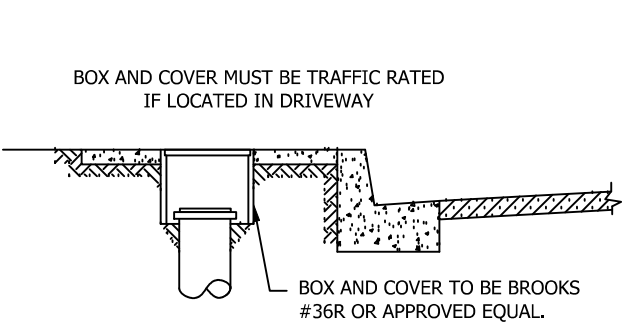
STANDARD PLAN NUMBER

**MBLT-413A-0**

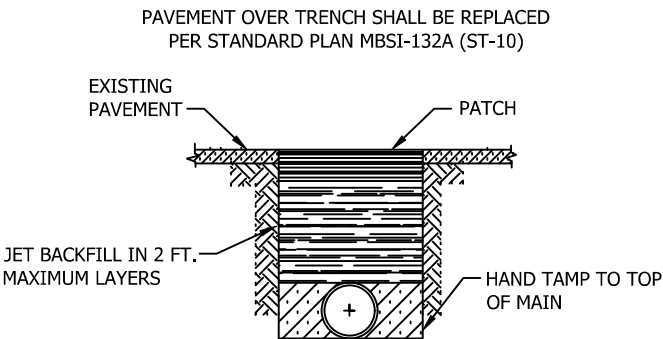
SHEET 1 OF 1



STANDARD SEWER LATERAL




SPECIAL CLEANOUT DETAIL



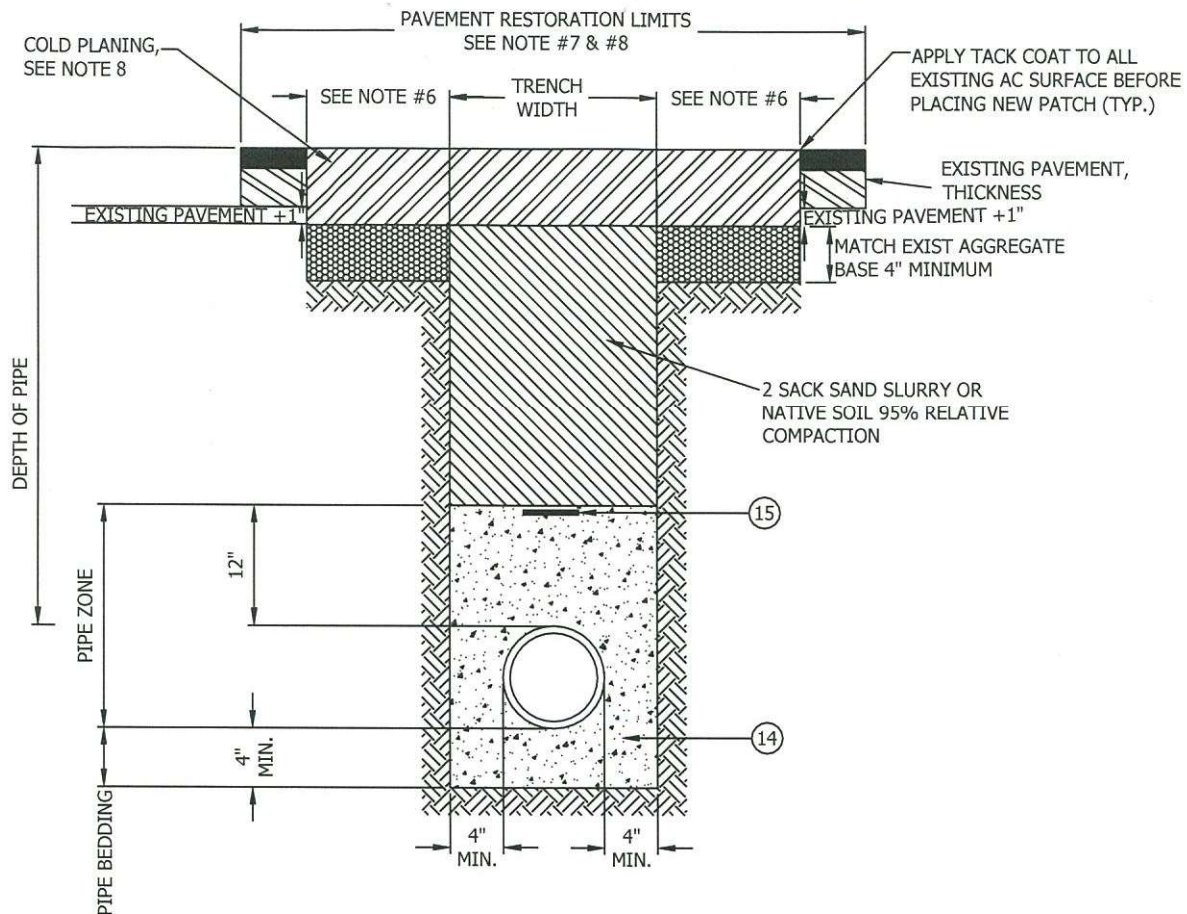
BACKFILL AND RESURFACING DETAIL

NOTES

- CLEANOUT AND LATERAL CONNECTION TO SEWER MAIN SHALL BE INSTALLED UNDER SUPERVISION OF PUBLIC WORKS DEPARTMENT.
- WHERE NO SIDEWALK OR PAVED ALLEY EXISTS, CLEANOUT ELEVATION SHALL BE SET BY THE ENGINEER.
- PLUG MUST BE SET LOOSE IN MISSION BAND COUPLING.
- SADDLE CONNECTION IS NOT ALLOWED, USE A NEW WYE INSTEAD.

	DATE REVISED	<b>CITY OF MANHATTAN BEACH</b> <b>DEPARTMENT OF PUBLIC WORKS</b>	
	12-13-2023		
		<b>STANDARD SEWER LATERAL CONNECTION AND CLEANOUT</b>	
		APPROVED BY <i>Katherine Doherty</i> 12/13/2023	STANDARD PLAN NUMBER
		KATHERINE DOHERTY, CITY ENGINEER	<b>MBSS-200A-0(ST-5)</b>
		DATE	SHEET 1 OF 1





**ASPHALT CONCRETE (AC) SECTION**  
NOT TO SCALE

**NOTES**

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", MOST RECENT EDITION, AND ALL SUPPLEMENTS THERETO TO THE SATISFACTION OF THE ENGINEER OR AS MODIFIED HEREIN.
2. CONSTRUCTION MATERIALS SHALL COMPLY WITH THE STANDARD SPECIFICATIONS.
3. ASPHALT CONCRETE SURFACE COURSE SHALL BE TYPE III C3-PG 64-10 PLUS 1" THICKER THAN THE EXISTING ASPHALT CONCRETE.
4. ALL FAILED OR BROKEN PAVEMENT IMMEDIATELY ADJACENT TO THE EXCAVATION SHALL BE REMOVED AND REPLACED IN CONJUNCTION WITH THE WORK.
5. REPAIRS FOR EXCAVATIONS IN CONCRETE DRIVEWAY APPROACHES, CURB AND GUTTER, OR SIDEWALK SHALL BE MADE TO THE NEAREST COLD JOINT OR SCORE MARK.
6. MINIMUM 18". THE EXACT LIMITS FOR REMOVAL SHALL BE DETERMINED BY THE CITY ENGINEER. IF THE TRENCH EXCAVATIONS ARE LESS THAN 3' APART OR LESS THAN 3' FROM A CONCRETE CURB, GUTTER, OR EXPANSION JOINT, THE RESTORATION SHALL BE CONTINUOUS BETWEEN EXCAVATION AND/OR THE EDGE OF CURB/GUTTER/EXPANSION JOINT.
7. ON ARTERIAL AND COLLECTOR STREETS, REPAIR SHALL INCLUDE 1 1/2" COLD PLANING AND OVERLAY FOR A FULL LANE WIDTH ALONG THE LONGITUDINAL LIMITS OF THE TRENCH. ON LOCAL STREETS REPAIR SHALL INCLUDE A TYPE II SLURRY FOR A FULL LANE WIDTH ALONG THE LONGITUDINAL LIMITS OF THE TRENCH.
8. SEE SHEET 3 FOR PAVEMENT REPAIR REQUIREMENTS - STREET CUT MORATORIUM.



DATE REVISED

07/10/2019

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

**STREET EXCAVATION AND PAVEMENT RESTORATION**

APPROVED BY

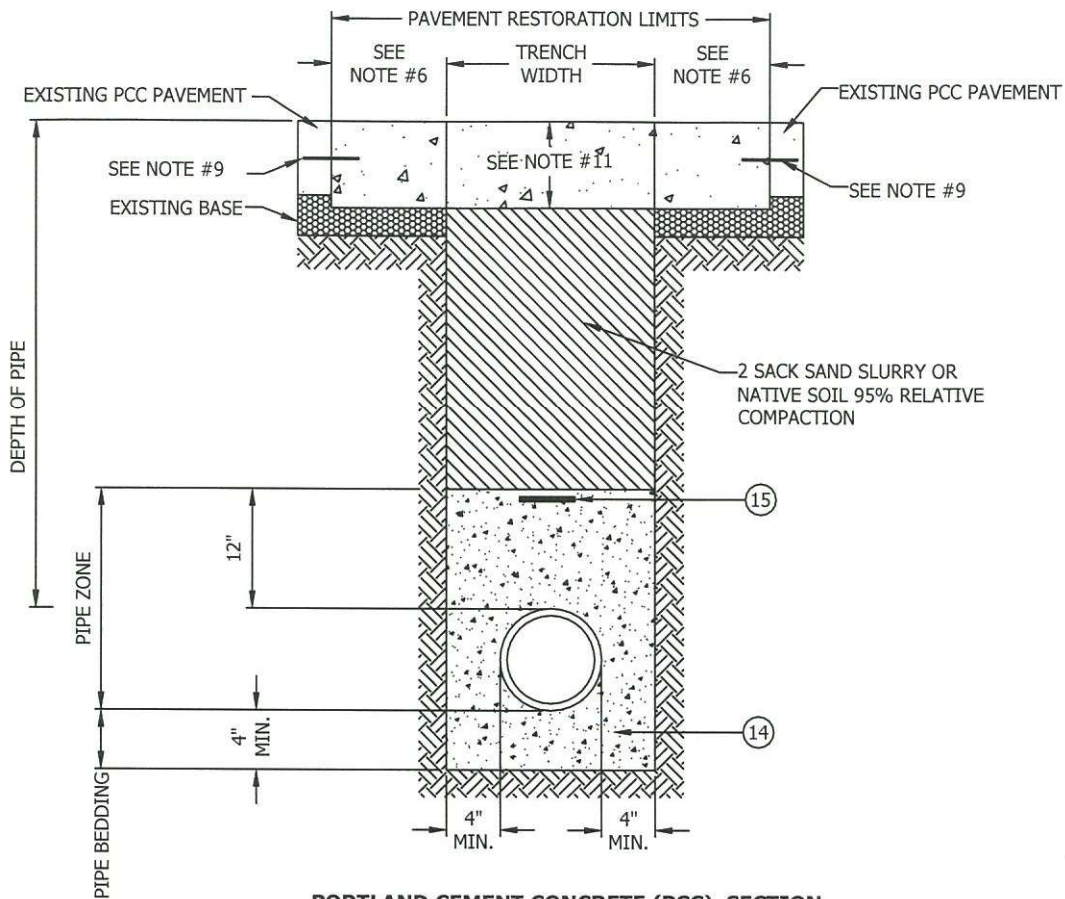
PREM KUMAR, CITY ENGINEER

7/15/19  
DATE

STANDARD PLAN NUMBER

**MBSI-132A-0(ST-10)**

SHEET 1 OF 3



**NOTES**

9. CONCRETE RESTORATION MUST BE DOWELED TO EXISTING CONCRETE PAVEMENT WITH #4 DOWELS AT 16" O.C. WITH APPROVED EPOXY MIN. EMBEDMENT = 4"
10. FOR CONCRETE PAVEMENT RESTORATION, APPLY BONDING AGENT TO ALL EXISTING EXPOSED CONCRETE SURFACES PRIOR TO POURING FRESH CONCRETE. BONDING AGENT SHALL BE SIKA-ARMATEC-110EPOCEM ADHESIVE OR APPROVED EQUAL. SURFACES TO RECEIVE BONDING SHALL BE CLEAN AND FREE OF DIRT OR LOOSE MATERIAL.
11. NEW PCC PAVEMENT SHALL BE 560-C-3260 OR HIGHER PLUS 1" THICKER THAN THE EXISTING CONCRETE, 6" MIN.
12. SAWCUTTING IS REQUIRED AROUND THE PERIMETER OF THE FINAL EDGE OF ALL EXCAVATION TO PROVIDE CLEAN, VERTICAL SIDES.
13. ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED BY RESTORATION WORK SHALL BE REPLACED.
14. SAND BEDDING TO CITY ENGINEER'S APPROVAL AND COMPACTED TO 90% RELATIVE COMPACTION.
15. PLACE UNDERGROUND WARNING/IDENTIFICATION TAPE PER THE APWA COLOR CODE SPECIFICATION. NON-DETECTABLE WARNING TAPE SHALL BE USED FOR ALL TYPES OF TRACEABLE PIPE. USE 3" WIDE TAPE FOR LESS THAN 24" BURY DEPTH AND 6" WIDE TAPE FOR THE BURY DEPTH BETWEEN 24" AND 36". RECOMMENDED MANUFACTURE SUCH AS MARKING SERVICES INCORPORATED (MSI) OR APPROVED EQUAL.



DATE REVISED

07/10/2019

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

**STREET EXCAVATION AND PAVEMENT RESTORATION**

APPROVED BY

PREM KUMAR, CITY ENGINEER

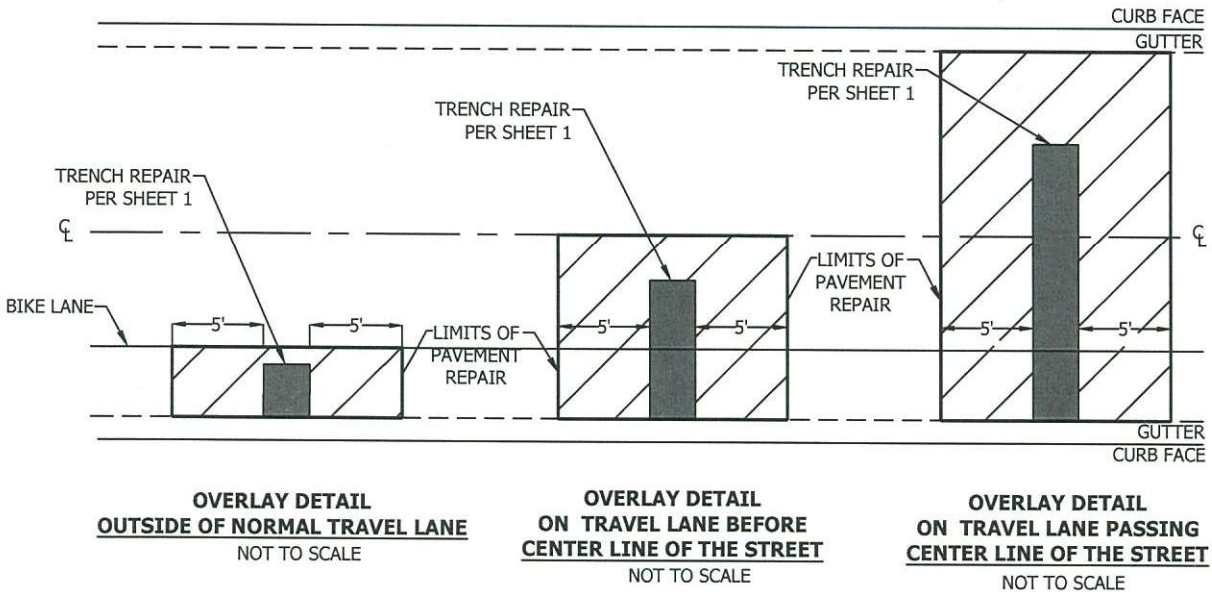
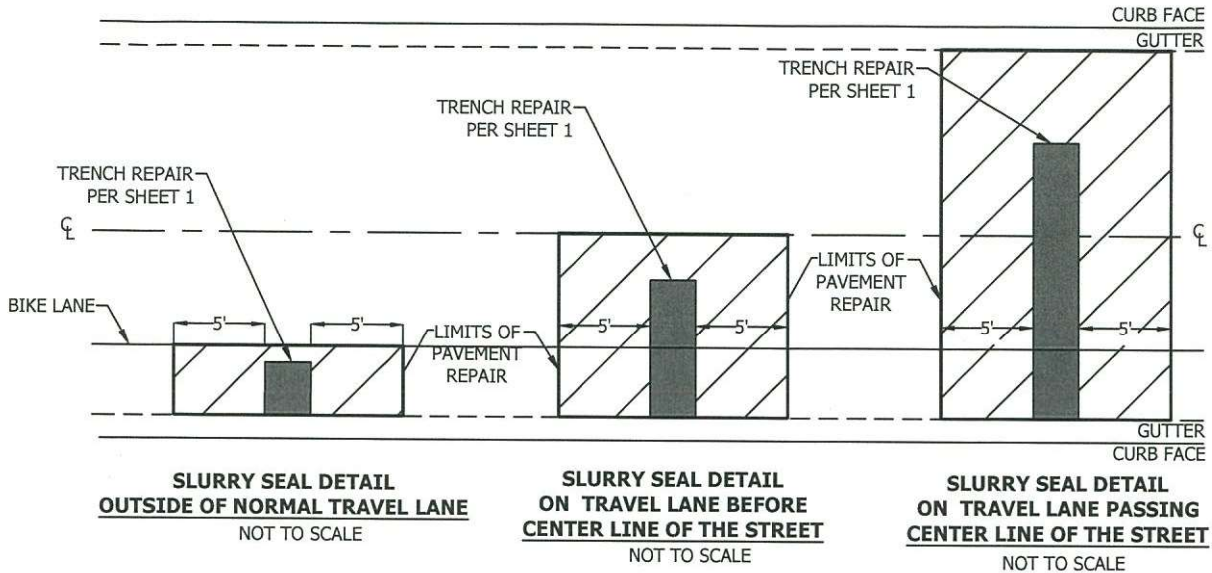
7/15/19  
DATE

STANDARD PLAN NUMBER

**MBSI-132A-0(ST-10)**

SHEET 2 OF 3





**STREET CUT MORATORIUM PERIOD**

<b>SLURRY SEALS</b>	
ALL STREETS	1 YEAR
<b>OVERLAYS/RECONSTRUCTION/CIR</b>	
MAJOR/MINOR ARTERIALS	4 YEARS
COLLECTORS/RESIDENTIAL COLLECTORS	4 YEARS
RESIDENTIAL LOCAL STREETS	3 YEARS

**NOTES**

- NEW FINISH AC OVERLAY AT ENDS OF TRENCH SHALL EXTENDED TO FULL WIDTH OF EXISTING PARKING OR BIKE LANES AS DIRECTED BY THE CITY ENGINEER.
- THE EXACT LIMITS OF THE REMOVAL SHALL BE DETERMINED BY THE CITY ENGINEER.



DATE REVISED

07/10/2019

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

**STREET EXCAVATION AND PAVEMENT RESTORATION**

APPROVED BY

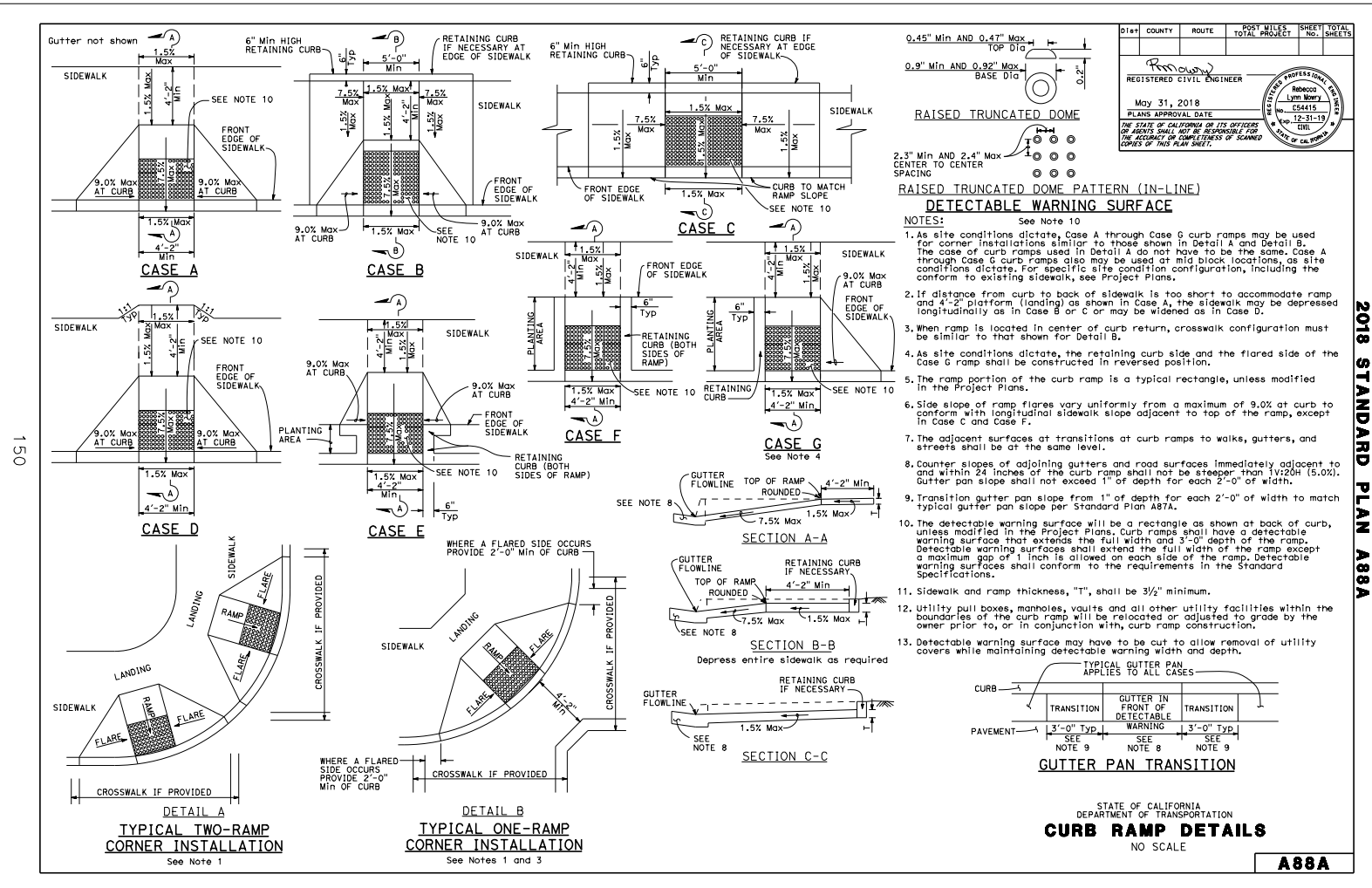
PREM KUMAR, CITY ENGINEER

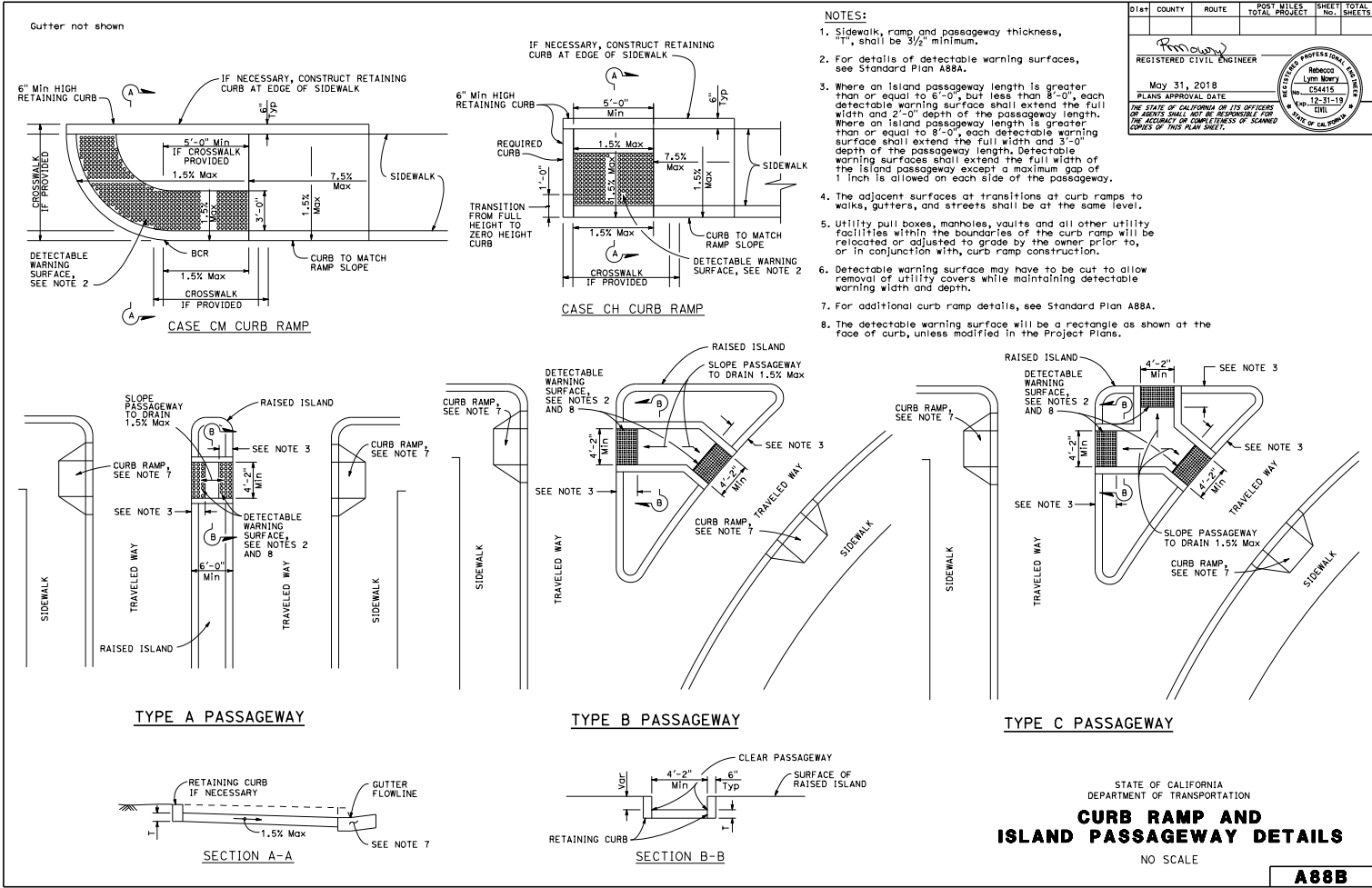
7/16/19  
DATE

STANDARD PLAN NUMBER

**MBSI-132A-0(ST-10)**

SHEET 3 OF 3





## **APPENDIX V GEOTECHNICAL REPORT**



3530 Hyland Ave., Suite 100  
Costa Mesa, California 92626  
PH 714.969.0800  
FAX 714.969.0820  
[www.geosyntec.com](http://www.geosyntec.com)

December 19, 2024

Patricia McCarthy, PE  
Paul Hansen Engineering  
302 West Grand Avenue, Suite 6  
El Segundo, CA 90245  
*via email:* [patricia.mccarthy@paulhansenengineering.com](mailto:patricia.mccarthy@paulhansenengineering.com)

**Subject: Soil Report  
Parking Lot 3  
Manhattan Beach, California**

Dear Ms. McCarthy:

Geosyntec Consultants Inc. (Geosyntec) is pleased to submit this letter report to Paul Hansen Engineering (PHE). This report summarizes the results of subsurface investigation, in-situ infiltration testing, and soil laboratory testing in support of the proposed Parking Lot 3 in Manhattan Beach, California (Site). Our services were performed in general accordance with our Proposal dated November 26, 2024.

## **1. INTRODUCTION**

Geosyntec understands that PHE is supporting City of Manhattan Beach (the City) in the ongoing demolition of Parking Lot 3 structure and redevelopment of the Parking Lot 3 as surface parking area. We understand work is being performed on accelerated schedule to allow parking lot use as soon as possible, and as such PHE has requested support from Geosyntec to provide soil report with geotechnical recommendations required to develop the parking area.

The Site is located on the southwest corner of the 12th Street and Morningside Drive intersection. Figure 1 shows the approximate location of the project Site. The multistory parking structure, built in 1970s has been demolished. The lot is about 175 by 100 feet in footprint, located at an elevation of about 100 to 110 feet. About 5 feet of elevation relief is expected across the site following the demolition is completed. The City is planning to pave the area as a surface parking lot and may implement low impact development measured to manage stormwaters. In addition to the paved area, the project will also include installation of parking light poles, parking payment kiosk, and possibly short grade separate walls.

This letter report documents the performed subsurface investigation and in-situ infiltration testing and provides recommendations for the proposed improvements.



Parking Lot 3, Manhattan Beach, CA

December 19, 2024

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**Figure 1. Site Location**

## 2. PURPOSE AND SCOPE OF SERVICES

The scope of work described in this letter report included the following:

- Performing a site reconnaissance to evaluate Site conditions and mark out exploration locations;
- Performing a field exploration and laboratory testing program to evaluate the subsurface conditions consisting of the following:
  - Three hand auger explorations down to 5 feet depth below ground surface (bgs) and one hand auger to 10 feet bgs;
  - Four shallow pit infiltration tests;
  - Two shallow boring infiltration tests performed at a depth of 5 ft bgs.
  - Laboratory testing of selected soil samples;
- Assessment of the in-situ infiltration rates; and
- Preparing this letter report outlining our findings and recommendations.



Parking Lot 3, Manhattan Beach, CA

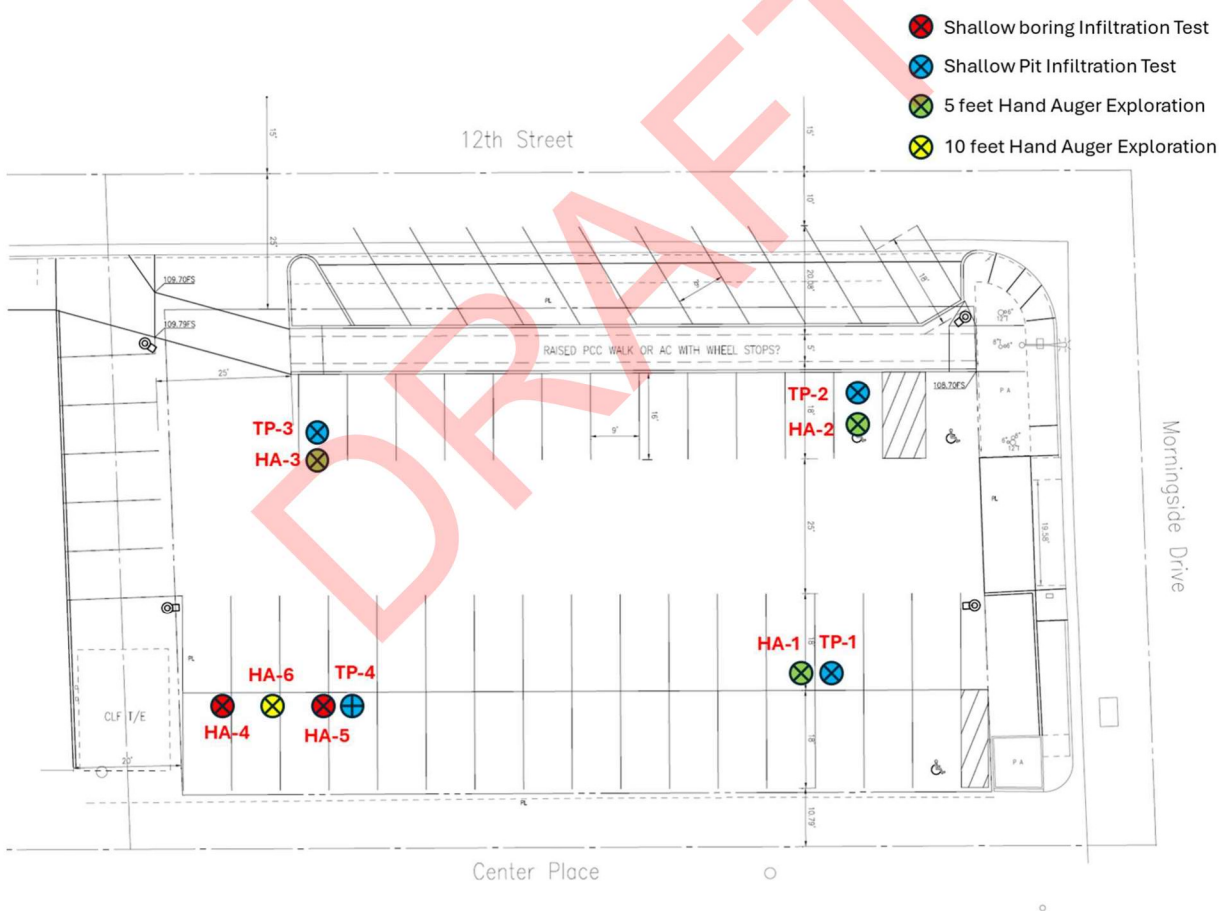
December 19, 2024

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### 3. FIELD INVESTIGATION AND TESTING

#### 3.1 Hand Auger Exploration

Hand Auger Explorations were performed to assess the subsurface conditions. The work included 5 explorations to a depth of 5 feet bgs and one exploration to 10 feet bgs. Figure 2 shows the approximate location of hand auger explorations. Soil encountered was uniform across the explored depth and consisted of poorly-graded clean sand, which is consistent with the expected geologic conditions in the area. Approximately, top 2 feet of soil, contained some concrete debris and base aggregate material, interpreted to be the result of the disturbances of the subgrade associated with original parking building construction and its recent demolition. No ground water was observed withing the explored depth of 10 ft bgs.



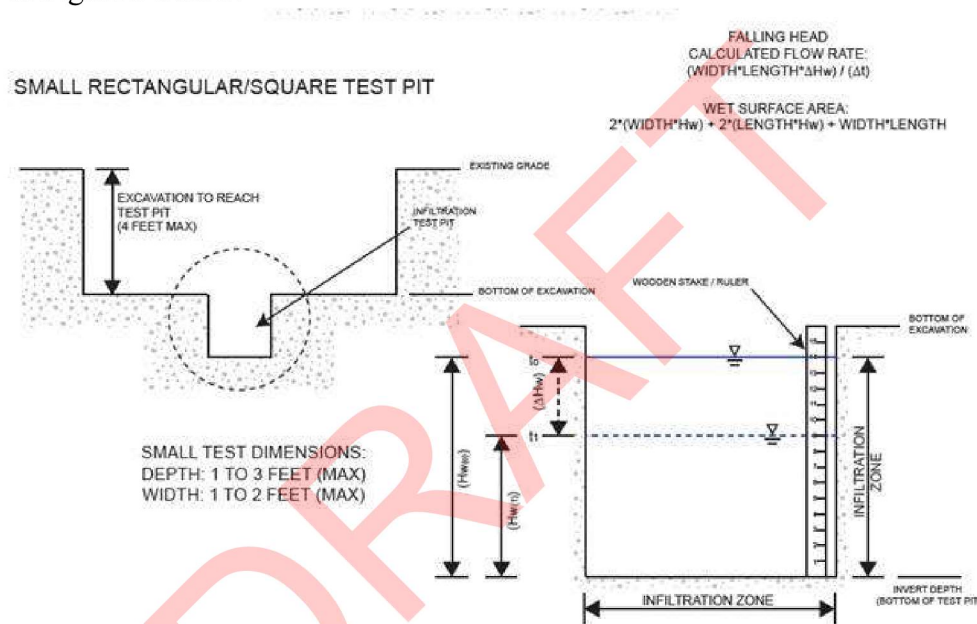
**Figure 2. Site Layout showing Approximate Hand Auger Exploration and Infiltration locations.**

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### 3.2 Shallow Pit Infiltration Testing

Four shallow pit infiltration tests were performed at approximately each corner of the site. The infiltration tests were performed generally following the County of Los Angeles Department of Public Works Administrative Manual GS200.2 (LACPW, 2017) guidelines for Shallow Pit Test and as described below:

- a. A shallow test pit (1-foot-deep x 1-foot-wide x 1 foot long) was excavated manually using hand tools on the ground surface. A general layout of the shallow test pit excavation is shown in Figure 3 below.



**Figure 3. General layout of the shallow test pit excavation.**

- b. The excavated shallow test pit was attempted to be presoaked for 30 mins by filling it with water. However, since the water repeatedly drained in less than 10 mins, it was determined that a constant head infiltration test is appropriate.
- c. While performing a constant head infiltration test a constant water level near the top of the pit was maintained for approximately 30 mins. A flow meter was used to record the volume of water entering the test pit. The infiltration test results are summarized in Table 1 and the field infiltration test data are included in Attachment A.
- d. After test completion the test pit was backfilled with excavated soil.

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**Table 1. Results of the shallow pit infiltration tests**

Test Pit ID	Field Infiltration Rate (in/hr)	Reduction Factors			RF	Design Infiltration Rate (in/hr)
		RF <sub>T</sub>	RF <sub>V</sub>	RF <sub>S</sub>		
TP-1	13	3	1	1	3	4.3
TP-2	23	3	1	1	3	7.7
TP-3	15	3	1	1	3	5
TP-4	30	3	1	1	3	10
<b>Average</b>	<b>20</b>	-	-	-	-	<b>6.7</b>

### 3.3 Shallow Boring Infiltration Testing

Shallow boring infiltration test were performed at southeast corner of the site, where below grade infiltration system may be considered. The infiltration tests were performed generally following the County of Los Angeles Department of Public Works Administrative Manual GS200.2 (LACPW, 2017) guidelines for boring percolation test, modified to a smaller diameter hand auger excavated boring, and consisted of steps as described below:

- A 3.25-inch diameter hand auger excavation was advanced to a 5-foot depth. A general layout of the shallow boring infiltration test locations is shown in Figure 3 below.
- A 1-inch diameter perforated pipe with capped bottom was placed in the center of the hole, and the remaining of the hole was backfilled with pea grave to prevent hole collapse.
- Water was applied at the top of the perforated pipe and the hole presoaking was performed by filling up the hole to the top. The water would drain from the hole at a fast rate (minutes) if water inflow was stopped. Therefore, presoaking was performed by continue water inflow for 10 to 20 minutes.
- A constant flow tests were performed at each hole over with several measurements of flow volume over 10 minutes, using a flow meter to record the total volume.
- The infiltration test results are summarized in Table 2 and the field infiltration test data are included in Attachment A.
- After test completion, the perforated pipe was removed, and the open portion of the hole was backfilled with the excavated soils.

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**Table 2. Results of the shallow borehole infiltration tests**

Test Boring ID	Field Infiltration Rate (in/hr)	Reduction Factors			RF	Design Infiltration Rate (in/hr)
		RF <sub>T</sub>	RF <sub>V</sub>	RF <sub>S</sub>		
TP-1	112	2	1	1	2	56
TP-2	101	2	1	1	2	50
TP-3	72	2	1	1	2	36

#### 4. LABORATORY TESTING

Geotechnical laboratory soil testing was performed on selected soil samples. The results of the tests were used to classify and evaluate the engineering properties of the soils. The geotechnical laboratory testing program included:

- Particle-size distribution – ASTM D6913;
- R-value test – DOT CA Test 301
- Modified Proctor Compaction Test – ASTM D1557

Geotechnical Laboratory test results are summarized in Table 2 with complete results provided in Attachment B.

#### 5. SEISMIC DESIGN CRITERIA

The Site is situated within a seismically active Southern California region and will likely experience moderate to severe ground shaking in response to a large magnitude earthquake occurring on a local or more distant active fault during the lifespan of the proposed facility. As a result, seismically induced ground shaking in response to an earthquake occurring on a nearby active fault is considered to be the major geologic hazard affecting the project.

The seismic design parameters for the project were established in accordance with ASCE 7-16, Chapter 11, for Site Class D. Mapped ground motion parameters  $S_S$  and  $S_1$  were obtained using the ASCE 7 Hazard Tool (<https://asce7hazardtool.online/>). The output from the web tool is included in Appendix C. The seismic design parameters are summarized in Table 3. A default site class D, per s Section 11.4.3 of ASCE 7-16, was selected for the development of the seismic design parameters, based on our understanding of the local geologic setting.

Note that ASCE 7-16, Section 11.4.8, requires that sites classified as Site Class D with an  $S_1$  greater than or equal to 0.2 perform a site-specific ground motion hazard analysis. Although the Site meets the criteria for this requirement, a site-specific ground motion hazard analysis was not performed, which is permitted per Exception #2 in ASCE 7-16 Section 11.4.8. This exception states that a ground motion hazard analysis is not required provided that the value of the seismic response coefficient  $C_s$

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is determined by Eq. (12.8-2) for values of  $T \leq 1.5T_s$  and taken as equal to 1.5 times the value computed in accordance with either Eq. (12.8-3) for  $TL \geq T > 1.5T_s$  or Eq. (12.8-4) for  $T > TL$ . This approach to computation of the seismic response coefficient  $C_s$ , should be implemented by the structural engineer.

**Table 3. Design Ground Motion Parameters**

Parameter	Value
Approximate Site Latitude	33.885877 degrees
Approximate Site Longitude	-118.409272degrees
Site Class	D (Default)
Mapped Short Period Spectral Response Acceleration, $S_s$	1.908 g
Mapped 1-second Spectral Response Acceleration, $S_1$	0.679 g
Short Period Site coefficient (at 0.2-s period), $F_a$	1.2
Long Period Site coefficient (at 1.0-s period), $F_v$	1.7 <sup>(a)</sup>
Site-modified Short Period Spectral Response Acceleration, $S_{MS}$	2.289 g
Site-modified 1-second Spectral Response Acceleration, $S_{M1}$	1.154 g <sup>(a)</sup>
Design Short Period Spectral Response Acceleration, $S_{DS}$	1.526 g
Design 1-second Spectral Response Acceleration, $S_{D1}$	0.770 g <sup>(a)</sup>
Long Period Transition	8 s
Mapped $MCE_G$ Peak Ground Acceleration, $PGA$	0.831 g
Site Coefficient, $F_{PGA}$	1.2
Site Class Adjusted $MCE_G$ Peak Ground Acceleration, $PGA_M$	0.997 g
Notes:	
a. See the commentary in ASCE/SEI 7-16, Section 11.4.8 "Exception note" 2.	

## 6. PAVEMENT RECOMMENDATIONS

The project considerations include the following pavement options:

- Asphalt Concrete (AC) Pavement over Aggregate Base
- Permeable Concrete Pavement over Washed Rock
- Permeable Asphalt Concrete Pavement over Washed Rock

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## **6.1 Subgrade Preparation**

Pavement sections should be placed on a prepared subgrade. The subgrade area has been disturbed by the completed demolition activities. We recommended that the upper two feet of the are be excavated and recompacted to 95-percent relative compaction using ASTM D1557 as the compaction standard. The target moisture content during compaction should be kept between optimum moisture content and optimum moisture content plus 4 percent. The bottom of the overexcavation should be scarified, moisture conditioned, and compacted to provide a firm and unyielding surface for fill placement.

At the time of placement of base or pavement, subgrade soils should be firm and relatively unyielding and should be moisture conditioned at or above the optimum moisture content.

## **6.2 Asphaltic Concrete Pavement**

The structural design of flexible AC pavement depends on anticipated traffic conditions, subgrade soils, and construction materials. Traffic index of 5.0 was used for design recommendations for parking area. Civil engineer should assess the planned use and finalize the determination of the design TI. For convenience, pavement design for traffic index of 6 is also provided.

The R-values of sample tested for the current investigation is 70. Individual R-value test results from these investigations are presented in Attachment B of this report. For design purposes the subgrade R-value was reduced to 50. The soils are uniform across the site and the single R-value test is considered appropriate for the site.

Table 4 provides flexible pavement structural sections. The sections assume 12 inches of properly prepared subgrade and the specified thickness of Class 2 aggregate base placed at a minimum relative compaction of 95 percent. The design assumes a pavement life of 20 years with normal maintenance. AC should conform to the requirements of Section 39 of the 2020 Caltrans Standard Specifications.

The flexible pavement section should consist of asphalt concrete (as defined in Section 39 of the latest edition of the Caltrans Standard Specifications) over Class 2 aggregate base (as defined in Section 26 of the latest edition of the Caltrans Standard Specifications) over properly prepared subgrade. Asphalt and aggregate base should be compacted to a minimum relative compaction of 95 percent.

Adequate surface drainage should be provided to reduce ponding and infiltration of water into the subgrade and base materials. To the extent possible, irrigated or infiltration areas should be avoided next to pavements.



Table 4. Flexible Pavement Structural Sections

Traffic Index <sup>(a)</sup>	Pavement Structural Section <sup>(b,c)</sup>	
	Asphaltic Concrete (in.)	Class 2 Aggregate Base (in.)
5	5	Not Required
6	6	Not Required
Notes: a. These traffic index values should be confirmed by the project Traffic Engineer or Owner prior to final design. b. Structural section thickness assumes a design R-value of 60. c. These structural sections assume 12 inches of properly prepared subgrade compacted to a minimum 95 percent relative compaction.		

6.3 Permeable Pavement

County of Los Angeles Department of Public Works Low Impact Development Ordinance allows that permeable pavement without an underdrain may be used to comply with the on-site retention requirements of the LID Ordinance for at least its tributary area. A minimum infiltration rate of 0.3 inches/hour is required for use of permeable pavement without an underdrain. As described earlier in this letter, the field measured infiltration rates significantly exceed the minimum required infiltration rate.

Pervious concrete is made from carefully controlled amounts of water and cement materials used to create a paste that forms a thick coat around aggregate particles. Unlike conventional concrete, the mixture contains little or no sand, which creates a substantial void content (between 15 and 25 percent). Porous asphalt, or “open-graded” asphalt, pavement contains no fine aggregate particles, which creates void spaces in the pavement and allows water to collect within and drain through the pavement.

Permeable pavement design shall follow the requirements of the County of Los Angeles Department of Public Works Low Impact Development Manual (LADWP, 2014). The surface pavement area should not be sloped at more than 10 percent. The key elements of the permeable pavement section include the top structural layer and the underlining filter and reservoir layers.

The top filter layer should consist of the 1 to 2 inches thick zone of 0.5-inch crushed rock, and the bottom filter layer should consist of 2 inches thick zone of 0.5-inch crushed rock. The reservoir layer, if required, should be located between the two filter layers and consist of 1.5- to 3-inch crushed rock. The reservoir layer may not be required at this site considering high infiltration rate of the subgrade. The entire area where permeable pavement will be used must be lined with a nonwoven geotextile liner to prevent soil from migrating into the crushed rock layer.

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Caltrans Pervious Pavement Design Guidelines (Caltrans, 2023) provides recommendations for the structural section design. For the permeable asphalt pavement, Caltrans (2023) recommends pavement thickness of asphalt treated permeable based (ATPB) be calculated according to the conventional flexible pavement design, which was discussed previously in Section 6.2. The ATPB layer should be topped with a 0.1-foot-thick layer of Open Graded Friction Course (OGFC). For previous concrete pavement Caltrans (2024) recommends concrete layer thickness of 0.5 feet for Category B areas (which includes parking areas).

## 7. LIGHT POLE FOUNDATIONS

Light poles of about 20-foot height are expected to be installed in the parking lot area. The light poles are likely going to be solar powered, which includes an installation of the solar panel and battery pack at the top of the light pole. Light pole foundations are expected to be drilled shafts.

Axial capacity of foundation is not a significant design consideration considering the relatively low weight of the light poles and very competent subsurface materials.

The 2022 California Building Code was used to determine the minimum embedment depth of a shaft (Section 1807.3) for a lateral load. The lowest presumptive load-bearing values (CBC 2022, Table 1806.2) for lateral bearing pressure of 150 psf/ft shall be used, applicable for clean sands.

Section 1806.3.4 of the CBC allows for an increase in lateral bearing pressures up to twice the tabular values for supports that are not adversely affected by a 1/2-inch (12.7 mm) motion at the ground surface due to short-term lateral loads. Hence for short-term load, a lateral bearing pressure of 300 psf/ft can be used.

## 8. FOUNDATION RECOMMENDATION FOR PARKING KIOSK

Small parking kiosk are expected to be installed as part of the site improvements. Kiosk will be founded on small shallow footings. Allowable bearing capacity of 1500 psf can be used for kiosk design, for a minimum footing dimension of 18 inches and minimum footing embedment of 6 inches. One-third increase on the allowable values can be applied for short term loading.

Resistance to lateral loads can be calculated using an allowable sliding coefficient of 0.45 for the footing cast directly against the ground or 0.3 for a smooth precast footing.

## 9. SMALL GRADE SEPARATION WALLS

Grade separation walls of up to few feet may be required as part of the project improvements. For walls less than 3 feet in exposed height, the unrestrained retaining walls may be designed with an equivalent fluid pressure loading of 30 pound per cubic foot (pcf). Typical surcharge loading of 80 psf uniform horizontal load can be assumed to account for typical parking area vehicular load.



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Foundation recommendations provided for the parking kiosk can be utilized for the small foundations. Passive resistance can be calculate using equivalent fluid pressure loading of 300 pcf.

Walls should be backfilled with native clean sands and weep holes should be provided in the walls to prevent hydrostatic pressure build up.

## 10. LIMITATIONS

The letter report and other materials resulting from Geosyntec's related effort have been developed for the proposed Parking Lot 3 improvements are not intended to be suitable for reuse on any project Site other than the currently proposed development area as it may not contain sufficient or appropriate information for such uses. If this letter report or portions of this letter report are provided to contractors or included in specifications, it should be understood that they are provided for informational purposes only.

Soil deposits may vary in type, strength, and many other important properties between points of exploration due to non-uniformity of the geologic formations or to man-made cut and fill operations. While Geosyntec cannot evaluate the consistency of the properties of materials in areas not explored, the information presented in this letter report assumes that the data obtained through the desktop study are reasonably representative of field conditions and conducive to interpolation and extrapolation.

The exploration and evaluations were performed using generally accepted engineering approaches and principles available at this time and the degree of care and skill ordinarily exercised under similar circumstances by reputable Geotechnical Engineers practicing in this area. No other representation, either expressed or implied, is included or intended in our report.

## 11. CLOSURE

Geosyntec appreciates the opportunity to work on this project. Please contact the undersigned at (714) 969-0800 if you have any questions or comments or if you need additional information.

Sincerely,

Ravi Prakash, Ph.D.  
Senior Staff Professional

Jerko Kocijan, Ph.D., P.E., G.E.  
Principal Engineer

# ATTACHMENT A

## Infiltration Test Data



Test Pit Infiltration Field Log

Project Name: Parking Lot 3

Test Location: Manhattan Beach, CA

Soil Description: Clean Sand

Test Conducted by: RP, WM

Date of Test Pit Constructed: 12/06/2024

Duration time for Presoak: 30 mins

Test Date: 12/06/2024

Test Number: TP-1

Constant Head or Falling Head? : Constant Head

Water Level: 1ft

Test Pit Length: 1 ft

Test Pit Width: 1 ft

Test Pit Depth: 1 ft

Depth to top of Test Pit: On ground

Reading No.	Elapsed Time $\Delta t$ (mins)	Flow Volume during the elapsed time $\Delta t$ (Gallons)	Flow Rate (in <sup>3</sup> /hr)	Wetted Surface Area (in <sup>2</sup> )	Infiltration Rate for Reading (in/hr)
1	10	7	9702	720	13
2	10	7	9702	720	13
3	10	7	9702	720	13



Test Pit Infiltration Field Log

Project Name: Parking Lot 3

Test Location: Manhattan Beach, CA

Soil Description: Clean Sand

Test Conducted by: RP, WM

Date of Test Pit Constructed: 12/06/2024

Duration time for Presoak: 30 mins

Test Date: 12/06/2024

Test Number: TP-2

Constant Head or Falling Head? : Constant Head

Water Level: 1ft

Test Pit Length: 1 ft

Test Pit Width: 1 ft

Test Pit Depth: 1 ft

Depth to top of Test Pit: On ground

Reading No.	Elapsed Time $\Delta t$ (mins)	Flow Volume during the elapsed time $\Delta t$ (Gallons)	Flow Rate (in <sup>3</sup> /hr)	Wetted Surface Area (in <sup>2</sup> )	Infiltration Rate for Reading (in/hr)
1	10	12	16632	720	23
2	10	12	16632	720	23
3	10	12	16632	720	23



Test Pit Infiltration Field Log

Project Name: Parking Lot 3

Test Location: Manhattan Beach, CA

Soil Description: Clean Sand

Test Conducted by: RP, WM

Date of Test Pit Constructed: 12/06/2024

Duration time for Presoak: 30 mins

Test Date: 12/06/2024

Test Number: TP-3

Constant Head or Falling Head? : Constant Head

Water Level: 1ft

Test Pit Length: 1 ft

Test Pit Width: 1 ft

Test Pit Depth: 1 ft

Depth to top of Test Pit: On ground

Reading No.	Elapsed Time $\Delta t$ (mins)	Flow Volume during the elapsed time $\Delta t$ (Gallons)	Flow Rate (in <sup>3</sup> /hr)	Wetted Surface Area (in <sup>2</sup> )	Infiltration Rate for Reading (in/hr)
1	10	8	11088	720	15
2	10	8	11088	720	15
3	10	8	11088	720	15



Test Pit Infiltration Field Log

Project Name: Parking Lot 3

Test Location: Manhattan Beach, CA

Soil Description: Clean Sand

Test Conducted by: RP, WM

Date of Test Pit Constructed: 12/06/2024

Duration time for Presoak: 30 mins

Test Date: 12/06/2024

Test Number: TP-4

Constant Head or Falling Head? : Constant Head

Water Level: 1ft

Test Pit Length: 1 ft

Test Pit Width: 1 ft

Test Pit Depth: 1 ft

Depth to top of Test Pit: On ground

Reading No.	Elapsed Time $\Delta t$ (mins)	Flow Volume during the elapsed time $\Delta t$ (Gallons)	Flow Rate (in <sup>3</sup> /hr)	Wetted Surface Area (in <sup>2</sup> )	Infiltration Rate for Reading (in/hr)
1	10	15.5	21483	720	30
2	10	15.5	21483	720	30
3	10	15.5	21483	720	30



Shallow Boring Infiltration Field Log

Project Name: Parking Lot 3

Test Location: Manhattan Beach, CA

Soil Description: Clean Sand

Test Conducted by: RP, WM

Date of Boring Constructed: 12/06/2024

Duration time for Presoak: 30 mins

Test Date: 12/06/2024

Test Number: HA-4

Constant Head or Falling Head? : Constant Head

Water Level: 5 ft

Boring Diameter: 3.25 in

Boring Depth: 5 ft

Reading No.	Elapsed Time $\Delta t$ (mins)	Flow Volume during the elapsed time $\Delta t$ (Gallons)	Flow Rate (in <sup>3</sup> /hr)	Wetted Surface Area (in <sup>2</sup> )	Infiltration Rate for Reading (in/hr)
1	10	52	72072	645	112
2	10	52	72072	645	112
3	10	52	72072	645	112



Shallow Boring Infiltration Field Log

Project Name: Parking Lot 3

Test Location: Manhattan Beach, CA

Soil Description: Clean Sand

Test Conducted by: RP, WM

Date of Boring Constructed: 12/06/2024

Duration time for Presoak: 30 mins

Test Date: 12/06/2024

Test Number: HA-5

Constant Head or Falling Head? : Constant Head

Water Level: 5 ft

Boring Diameter: 3.25 in

Boring Depth: 5 ft

Reading No.	Elapsed Time $\Delta t$ (mins)	Flow Volume during the elapsed time $\Delta t$ (Gallons)	Flow Rate (in <sup>3</sup> /hr)	Wetted Surface Area (in <sup>2</sup> )	Infiltration Rate for Reading (in/hr)
1	10	47	65142	645	101
2	10	47	65142	645	101
3	10	47	65142	645	101





Shallow Boring Infiltration Field Log

Project Name: Parking Lot 3

Test Location: Manhattan Beach, CA

Soil Description: Clean Sand

Test Conducted by: RP, WM

Date of Boring Constructed: 12/06/2024

Duration time for Presoak: 30 mins

Test Date: 12/06/2024

Test Number: HA-5

Constant Head or Falling Head? : Constant Head

Water Level: 3.5 ft

Boring Diameter: 3.25 in

Boring Depth: 5 ft

Reading No.	Elapsed Time $\Delta t$ (mins)	Flow Volume during the elapsed time $\Delta t$ (Gallons)	Flow Rate (in <sup>3</sup> /hr)	Wetted Surface Area (in <sup>2</sup> )	Infiltration Rate for Reading (in/hr)
1	10	24	33264	462	72
2	10	24	33264	462	72

# ATTACHMENT B

## Geotechnical Laboratory Test Results



# PARTICLE-SIZE DISTRIBUTION (GRADATION) of SOILS USING SIEVE ANALYSIS

ASTM D6913

Project Name: Parking Lot 3

Tested By: A. Santos Date: 12/16/24

Project No.: GST8093

Checked By: J. Ward Date: 12/19/24

Boring No.: P-3

Depth (feet): 0-2

Sample No.: Bulk

Soil Identification: Brown poorly-graded sand (SP)

Calculation of Dry Weights	Whole Sample	Sample Passing #4	Moisture Contents	Whole Sample	Sample passing #4
Container No.:	<u>Z-1</u>	<u>XP</u>	Wt. of Air-Dry Soil + Cont.(g)	0.0	0.0
Wt. Air-Dried Soil + Cont.(g)	<u>2122.6</u>	<u>725.0</u>	Wt. of Dry Soil + Cont. (g)	0.0	0.0
Wt. of Container (g)	<u>241.6</u>	<u>201.2</u>	Wt. of Container No. _____(g)	1.0	1.0
Dry Wt. of Soil (g)	1881.0	523.8	Moisture Content (%)	0.0	0.0

Passing #4 Material After Wet Sieve	Container No.	<u>XP</u>
	Wt. of Dry Soil + Container (g)	<u>708.1</u>
	Wt. of Container (g)	<u>201.2</u>
	Dry Wt. of Soil Retained on # 200 Sieve (g)	<u>506.9</u>

U. S. Sieve Size		Cumulative Weight of Dry Soil Retained (g)		Percent Passing (%)
	(mm.)	Whole Sample	Sample Passing #4	
3"	75.0			
1 1/2"	37.5			
1"	25.0			
3/4"	19.0	<u>0.0</u>		100.0
1/2"	12.5	<u>19.2</u>		99.0
3/8"	9.5	<u>48.5</u>		97.4
#4	4.75	<u>80.1</u>		95.7
#8	2.36		<u>4.1</u>	95.0
#16	1.18		<u>10.0</u>	93.9
#30	0.600		<u>39.5</u>	88.5
#50	0.300		<u>339.6</u>	33.7
#100	0.150		<u>491.1</u>	6.0
#200	0.075		<u>506.3</u>	3.2
PAN				

GRAVEL: **4 %**

SAND: **93 %**

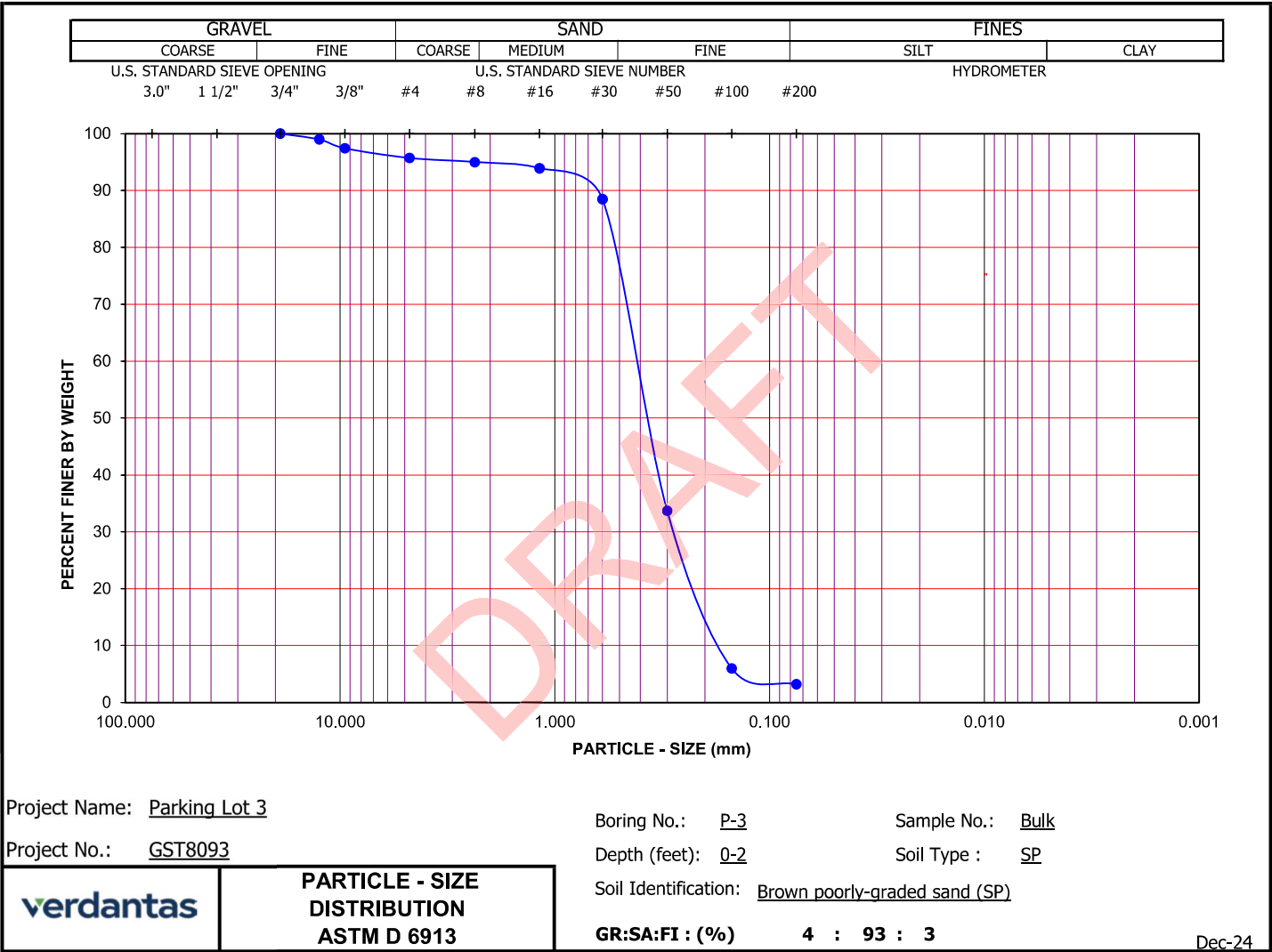
FINES: **3 %**

GROUP SYMBOL: **SP**

$$Cu = D_{60}/D_{10} = \underline{2.41}$$

$$Cc = (D_{30})^2/(D_{60} \cdot D_{10}) = \underline{1.12}$$

Remarks: \_\_\_\_\_





# PARTICLE-SIZE DISTRIBUTION (GRADATION) of SOILS USING SIEVE ANALYSIS

ASTM D6913

Project Name: Parking Lot 3

Tested By: A. Santos Date: 12/16/24

Project No.: GST8093

Checked By: J. Ward Date: 12/19/24

Boring No.: P-4

Depth (feet): 0-2

Sample No.: Bulk

Soil Identification: Brown poorly-graded sand (SP)

Calculation of Dry Weights	Whole Sample	Sample Passing #4	Moisture Contents	Whole Sample	Sample passing #4
Container No.:	<u>S15</u>	<u>PHD</u>	Wt. of Air-Dry Soil + Cont.(g)	0.0	0.0
Wt. Air-Dried Soil + Cont.(g)	<u>1910.0</u>	<u>722.0</u>	Wt. of Dry Soil + Cont. (g)	0.0	0.0
Wt. of Container (g)	<u>225.8</u>	<u>214.7</u>	Wt. of Container No. (g)	1.0	1.0
Dry Wt. of Soil (g)	1684.2	507.3	Moisture Content (%)	0.0	0.0

Passing #4 Material After Wet Sieve	Container No.	PHD
	Wt. of Dry Soil + Container (g)	<u>702.2</u>
	Wt. of Container (g)	214.7
	Dry Wt. of Soil Retained on # 200 Sieve (g)	487.5

U. S. Sieve Size		Cumulative Weight of Dry Soil Retained (g)		Percent Passing (%)
	(mm.)	Whole Sample	Sample Passing #4	
3"	75.0			
1 1/2"	37.5			
1"	25.0			
3/4"	19.0	<u>0.0</u>		100.0
1/2"	12.5	<u>5.5</u>		99.7
3/8"	9.5	<u>30.3</u>		98.2
#4	4.75	<u>53.1</u>		96.8
#8	2.36		<u>3.0</u>	96.2
#16	1.18		<u>7.7</u>	95.3
#30	0.600		<u>34.1</u>	90.3
#50	0.300		<u>311.8</u>	37.3
#100	0.150		<u>469.0</u>	7.3
#200	0.075		<u>486.3</u>	4.0
PAN				

GRAVEL: **3 %**

SAND: **93 %**

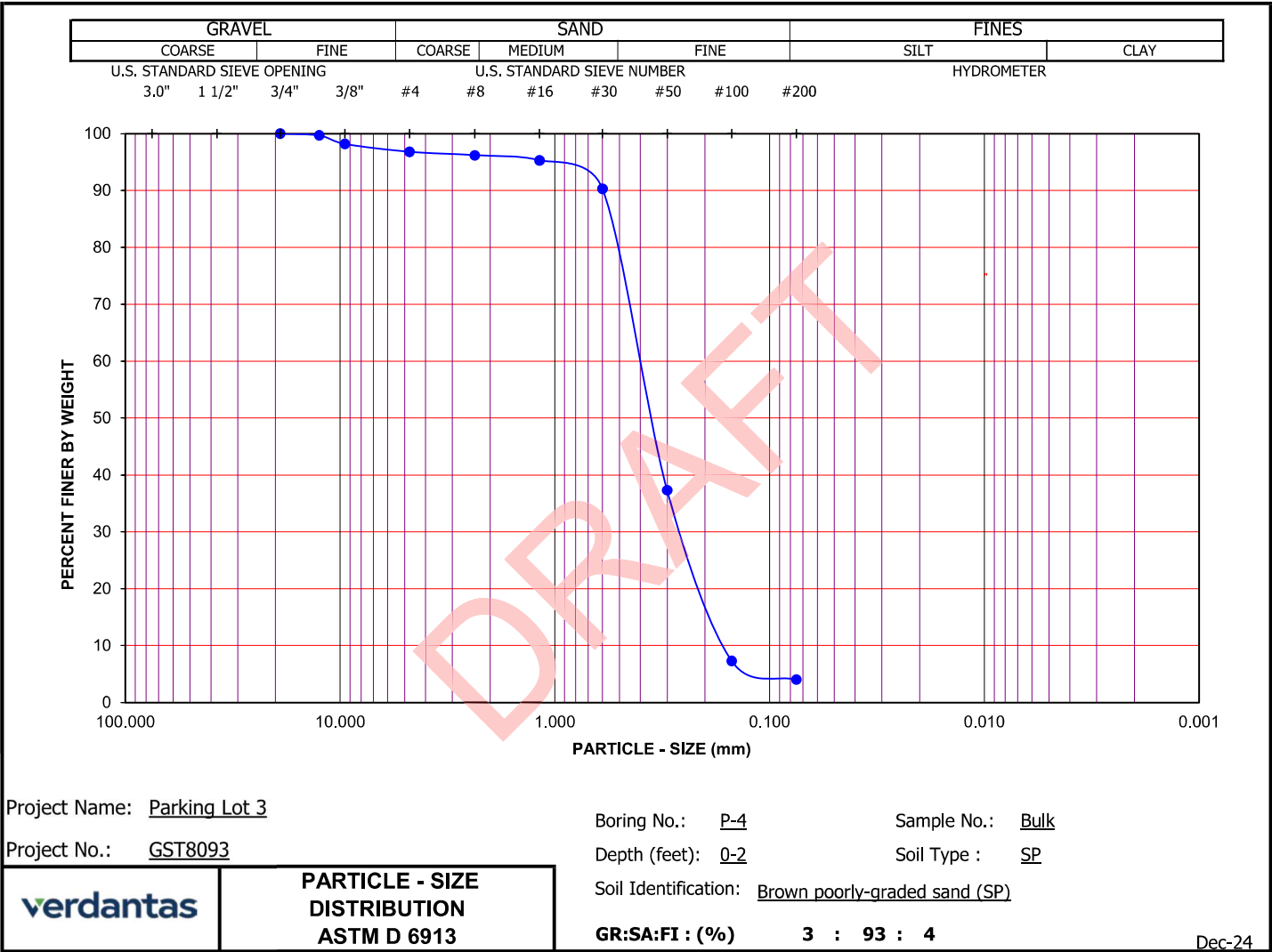
FINES: **4 %**

GROUP SYMBOL: **SP**

$$Cu = D_{60}/D_{10} = \underline{2.50}$$

$$Cc = (D_{30})^2/(D_{60} \cdot D_{10}) = \underline{1.06}$$

Remarks: \_\_\_\_\_





# MODIFIED PROCTOR COMPACTION TEST

ASTM D 1557

Project Name: Parking Lot 3 Tested By: E. Perez Date: 12/16/24  
 Project No.: GST8093 Checked By: J. Ward Date: 12/19/24  
 Boring No.: P-5 Depth (ft.): 0-2  
 Sample No.: Bulk  
 Soil Identification: Dark yellowish brown poorly-graded sand (SP)

Note: Corrected dry density calculation assumes specific gravity of 2.70 and moisture content of 1.0% for oversize particles

Preparation Method:	<input checked="" type="checkbox"/>	Moist	Scalp Fraction (%)	Rammer Weight (lb.) =	10.0
		Dry	#3/4	Height of Drop (in.) =	18.0
Compaction Method:	<input checked="" type="checkbox"/>	Mechanical Ram	#3/8		
		Manual Ram	#4	Mold Volume (ft <sup>3</sup> )	0.03320

TEST NO.	1	2	3	4	5	6
Wt. Compacted Soil + Mold (g)	3440	3498	3521			
Weight of Mold (g)	1780	1780	1780			
Net Weight of Soil (g)	1660	1718	1741			
Wet Weight of Soil + Cont. (g)	921.7	830.4	931.7			
Dry Weight of Soil + Cont. (g)	885.8	781.8	855.9			
Weight of Container (g)	89.0	88.0	87.6			
Moisture Content (%)	4.51	7.00	9.87			
Wet Density (pcf)	110.2	114.1	115.6			
Dry Density (pcf)	105.5	106.6	105.2			

Maximum Dry Density (pcf) **106.6**

Optimum Moisture Content (%) **7.1**

Corrected Dry Density (pcf) **108.6**

Corrected Moisture Content (%) **6.8**

## ☒ Procedure A

Soil Passing No. 4 (4.75 mm) Sieve  
 Mold : 4 in. (101.6 mm) diameter  
 Layers : 5 (Five)  
 Blows per layer : 25 (twenty-five)  
 May be used if + #4 is 20% or less

## ☐ Procedure B

Soil Passing 3/8 in. (9.5 mm) Sieve  
 Mold : 4 in. (101.6 mm) diameter  
 Layers : 5 (Five)  
 Blows per layer : 25 (twenty-five)  
 Use if + #4 is >20% and + 3/8 in. is 20% or less

## ☐ Procedure C

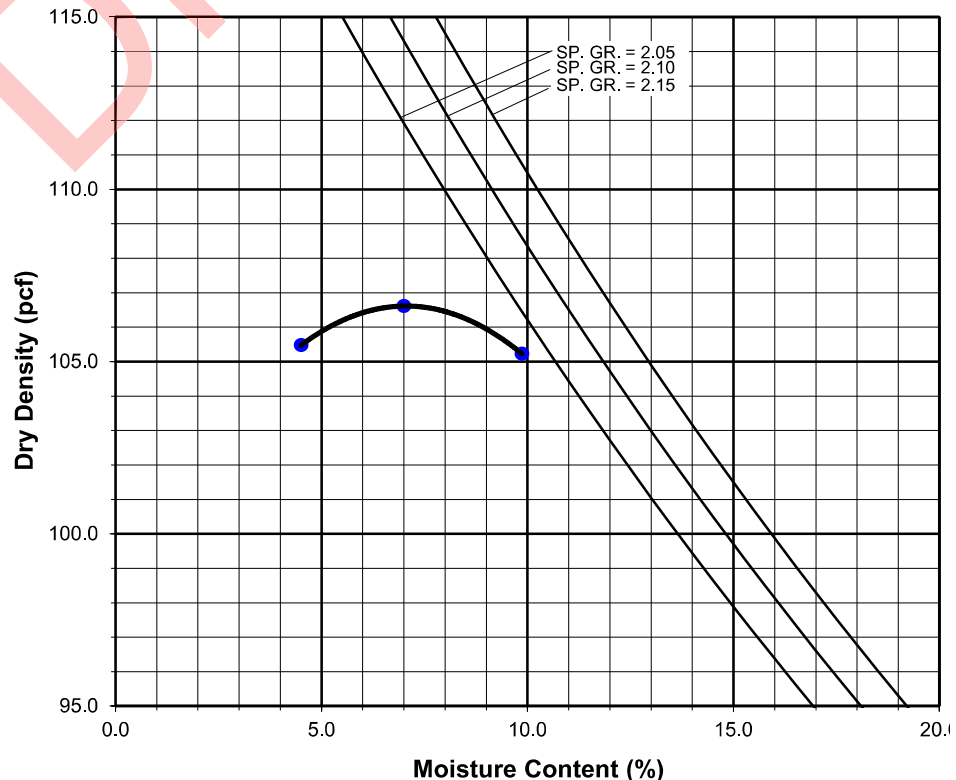
Soil Passing 3/4 in. (19.0 mm) Sieve  
 Mold : 6 in. (152.4 mm) diameter  
 Layers : 5 (Five)  
 Blows per layer : 56 (fifty-six)  
 Use if + 3/8 in. is >20% and + 3/4 in. is <30%

## Particle-Size Distribution:

GR:SA:FI

## Atterberg Limits:

LL,PL,PI





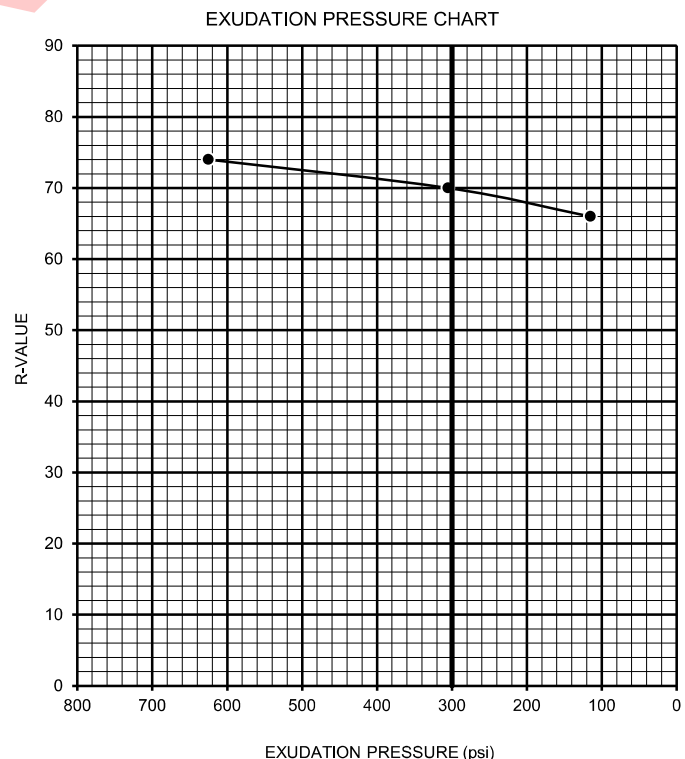
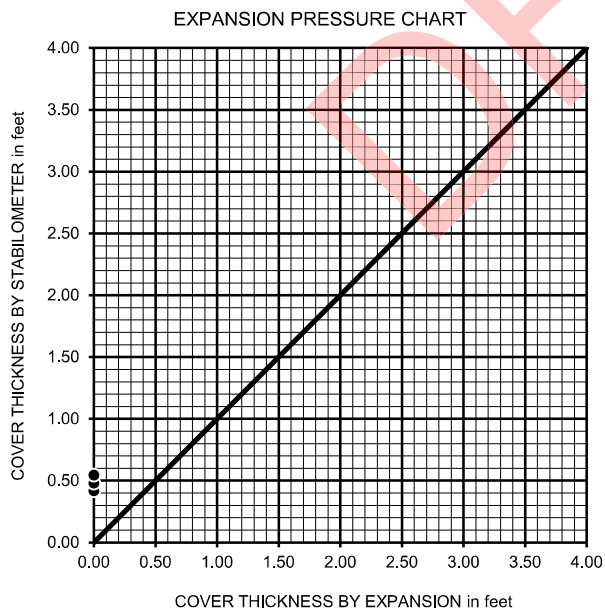
## R-VALUE TEST RESULTS

### DOT CA Test 301

PROJECT NAME:	<u>Parking Lot 3</u>	PROJECT NUMBER:	<u>GST8093</u>
BORING NUMBER:	<u>P-2</u>	DEPTH (FT.):	<u>0-2</u>
SAMPLE NUMBER:	<u>Bulk</u>	TECHNICIAN:	<u>O. Figueroa</u>
SAMPLE DESCRIPTION:	<u>Light brown poorly-graded sand (SP)</u>	DATE COMPLETED:	<u>12/17/24</u>

TEST SPECIMEN	a	b	c
MOISTURE AT COMPACTION %	11.8	12.2	12.6
HEIGHT OF SAMPLE, Inches	2.48	2.49	2.48
DRY DENSITY, pcf	110.4	107.4	109.4
COMPACTOR PRESSURE, psi	175	150	140
EXUDATION PRESSURE, psi	625	305	115
EXPANSION, Inches x 10exp-4	0	0	0
STABILITY Ph 2,000 lbs (160 psi)	25	28	31
TURNS DISPLACEMENT	4.80	5.00	5.30
R-VALUE UNCORRECTED	74	70	66
R-VALUE CORRECTED	74	70	66

DESIGN CALCULATION DATA	a	b	c
GRAVEL EQUIVALENT FACTOR	1.0	1.0	1.0
TRAFFIC INDEX	5.0	5.0	5.0
STABILOMETER THICKNESS, ft.	0.42	0.48	0.54
EXPANSION PRESSURE THICKNESS, ft.	0.00	0.00	0.00



R-VALUE BY EXPANSION:	<u>N/A</u>
R-VALUE BY EXUDATION:	<u>70</u>
EQUILIBRIUM R-VALUE:	<u>70</u>



## **APPENDIX VI SOLAR LIGHT INSTALLATION MANUAL**

## **SOLAR STREET LIGHT**

# **INSTALLATION MANUAL**

Brighta series light system

(single head, one battery on the pole, 1 solar panel system)



### **Greenshine New Energy**

23661 Birtcher Dr, Lake Forest, CA 92630, USA

Tel: 1-949-609-9636

Fax: 1-949-812-6690

E-mail: [sales@streetlights-solar.com](mailto:sales@streetlights-solar.com)

Website: [www.streetlights-solar.com](http://www.streetlights-solar.com)



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### GENERAL INFORMATION

Thank you for selecting Greenshine's solar light and your contribution to the environment!

This installation manual is provided to assist your installer. Installation and/or troubleshooting should be performed by qualified installer only. Although Greenshine solar light is very easy to install, this manual should be thoroughly reviewed and understood prior to installation. The use of this manual and the conditions or methods of installation, operation, use and maintenance of the equipment are beyond the control of Greenshine New Energy. GNE will not assume any responsibility and expressly disclaims liability for loss, damage, or expense arising from, or any way connected with, such installation, operation, use, or maintenance. Any use of this equipment for purposes other than those intended will void all warranties.

Please check all components before installation and if you encounter any problems before or during installation, please contact: [support@streetlights-solar.com](mailto:support@streetlights-solar.com)

## 1. COMPONENTS LIST

Components	Description	Quantity
<b>Pole</b>	Material: Hot-dip galvanized & powder coating finished steel Height: 20'	1
<b>Solar Panel</b>	Mono/poly-crystalline, conversion efficiency: 13-15% 12V 150W	1
<b>Storage Battery</b>	Gel cell deep cycle battery 12V 120Ah	1
<b>Controller</b>	Smart solar charge controller 12V 10A, IP68 water proof grade	1
<b>LED Driver</b>	Available 350mA, 525mA, 700mA, 950mA output current	1
<b>Light Fixture</b>	CREE LEDs, material: Die-casting aluminum, GS-LED-290 30W	1
<b>Storage Battery Box</b>	Stainless steel enclosure for "on the pole" mounting	1
<b>Foundation Kit</b>	Anchor bolts, templates and nuts	1
<b>Other Accessories</b>	Cables, fasteners such as bolts and nuts	

## 2. TOOLS NEEDED

**- REFER TO PROJECT PLANS FOR PORTABLE  
CONCRETE PEDESTAL TYPE INSTALLATION**

Name	Application
Tape measure	Measuring the pole distance, cable and so on
Adjustable wrench	Screwing fasteners on solar panel & bracket, battery box, etc.
Excavator	Digging foundation pit
Concrete mixing machine	Mixing concrete
Wheelbarrow	Transferring concrete material
Level	Measuring the surface of foundation concrete
Multi-meter	Measuring the voltage, current of the lighting system
Wire stripper	Stripping wires
Waterproof tape	Insulating the wire connections
Steel wire (Dia. 1-2mm)	Guiding the cable through lamp arms and poles, etc.
Flat blade screwdrivers	Screwing fasteners for battery box
Phillips head screwdrivers	Screwing fasteners for battery box
Allen wrench	Screwing fasteners for light fixtures
Hammer	Cleaning the concrete on the foundation template
Chisel	Cleaning the concrete on the foundation template



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Compass	Measuring the right direction to point the solar panel
Socket wrench	Screwing fasteners for lamp arm, mounting brackets and foundation kit
Nylon cable tie	Tying the cables
Truck crane	Hoisting the pole
Shovel	Backfilling the battery box
Light meter	Measuring illuminance

### 3. STORAGE TIPS AND OPERATING ENVIRONMENT

#### - Storage Tips

- Keep the all the components well packaged during storage
- Store in a well-ventilated area and keep the components away from dust and dirt
- Storage temperature: -4°F to 140°F
- Relative Humidity: less than 90%, without condensation
- Keep the goods away from corrosive gases and liquids
- Keep the batteries in a horizontal position
- IMPORTANT: For long-term storage, batteries should be charged every 3-4 months. Warranty on the batteries will be void, if the system is not installed within 6 months from the date of purchase

#### - Operating Environment

- Operating temperature: 5°F to 122°F
- Humidity Range: 0 - 90%

### 4. IMPORTANT SAFETY INSTRUCTIONS



This manual contains important instructions that should be followed during installation and maintenance



Installation and maintenance must be carried out by qualified technicians



Smoking and fires are strictly prohibited at the installation site. Lead acid batteries will generate small volume of hydrogen which may cause explosion



NEVER short connect the batteries or the solar panels, that will cause irremediable damages to the components.



Once the batteries are connected to the system, please operate carefully



Handle each component with great care during the installation, especially the solar panels (Tempered-glass) and light fixtures

Be very careful of the finished surfaces of the pole, lamp arm, brackets and light fixture during installation



Installation during rainy days is not recommended



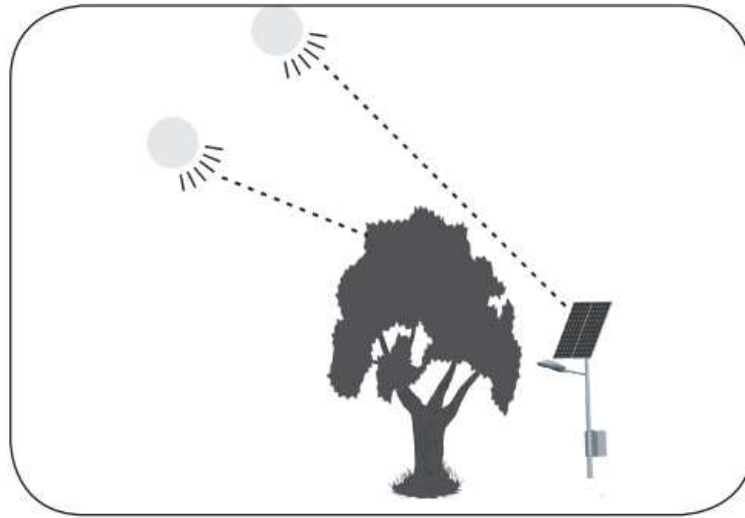
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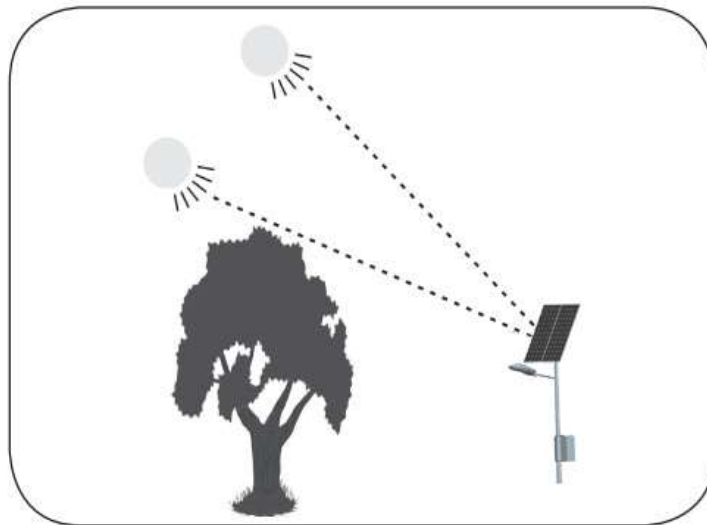
### *INSTALLATION INSTRUCTIONS*

#### 1. INSTALLATION SITE SELECTION

- Choose a site with sufficient sunshine during the day time.
- Make sure the site is free from high trees or buildings that will shade the solar panels during the day.
- There should be no direct light source above the solar panel, or its day/night sensor may not work properly.
- The solar street light should be installed away from any heating source.
- The pole must be installed on sufficient solid ground. Please let us know beforehand if it has to be installed in sandy soil or some other atypical soil.
- If the pole has to be installed close to bodies of water, please make sure the batteries will remain above the water line.



IMPROPER POSITION



PROPER POSITION



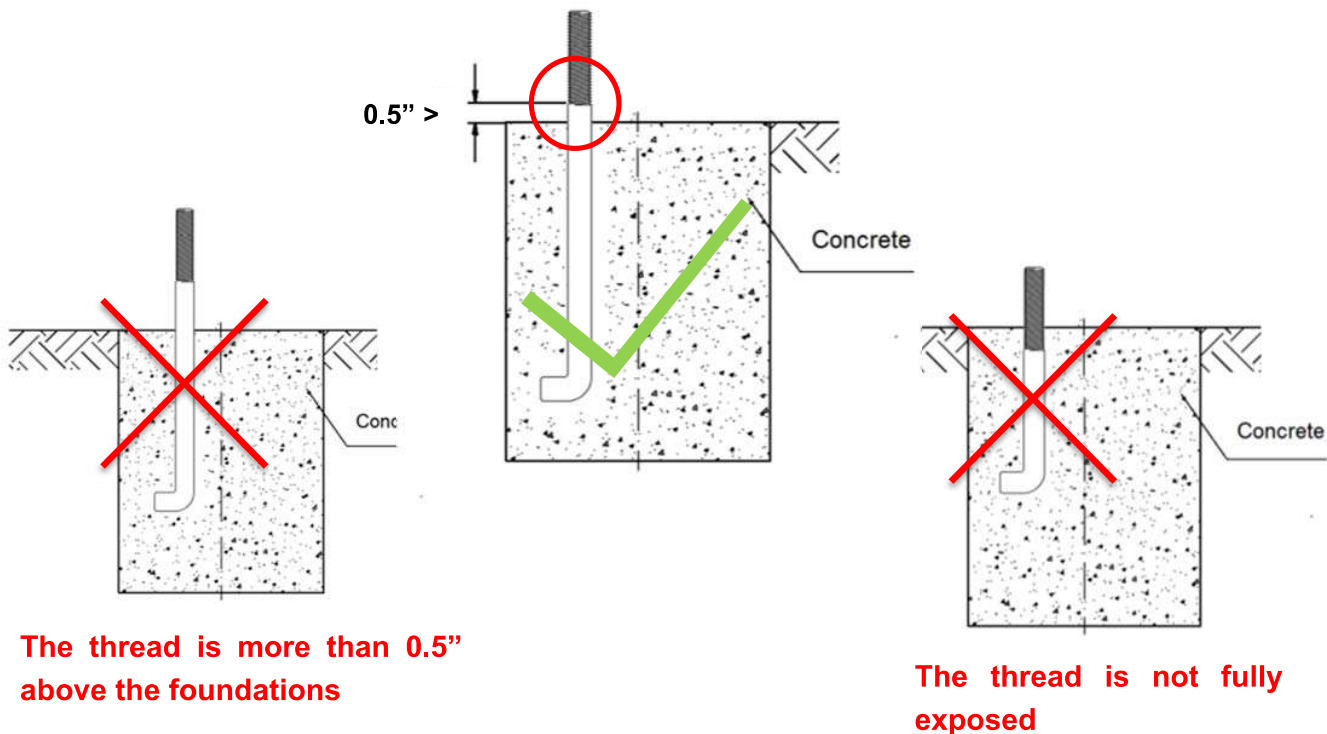
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### 2. FOUNDATION PREPARATION

**- REFER TO CONSTRUCTION PLANS FOR PORTABLE CONCRETE PEDESTAL TYPE INSTALLATION**

- A. The foundations should be built by a qualified contractor. The size and design of the foundations in the drawing is a general guideline only. Please consult with a local civil engineer before building the foundations. Please consult with local agencies regarding local soil conditions and the type of concrete to use.
- B. It is recommend to wait at least 7 days for the concrete to dry up.
- C. **The PVC tube must be installed within the foundation. The battery wires will be pulled through the tube during installation.**
- D. Use the provided foundation template to accurately position the anchor bolts.
- E. Make sure the anchor bolts are plumbed vertically.
- F. Use a hand level to make sure the surface of the foundations is smooth and flat.
- G. Make sure the threads on the bolts are **fully exposed and not more than 0.5" above the concrete.**
- H. Please use the drawings below as a reference to construct the foundations:
  - After pouring the concrete, have proper disposals with the foundation shape and surface on the top must be smooth and level, which ensures the pole be installed vertically on the foundation. A hand level will help you for that part.



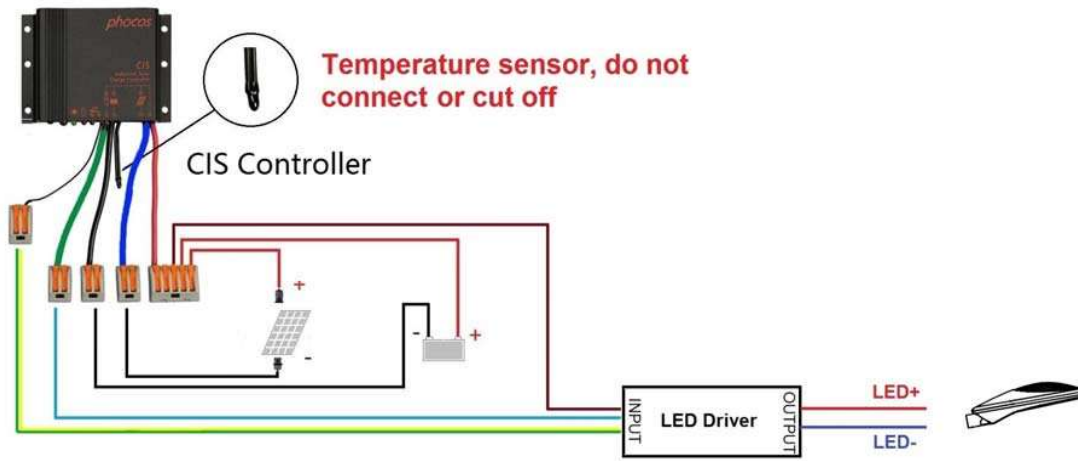


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### 3. Before installation

As many users have no experience in solar lighting products, it is recommended to study the electrical diagram before proceeding to the installation.



#### Note

- The positive cable from the solar panel, the batteries, the lamp fixture are all connected to one RED COLOR cable from the controller
- Use terminal blocks to connect fixture extension cable to LED driver/lamp fixture
- Connect parts in following steps:
  1. Connect lamp fixture to LED driver
  2. Connect LED driver to controller
  3. Connect battery to controller
  4. Connect solar panel to controller





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### 4. SYSTEM ASSEMBLY

- a) Lean the pole on a rack or any type of support for an easy assembly of the system. Please leave enough space from the ground to the pole for the arm that will connect to the fixture.

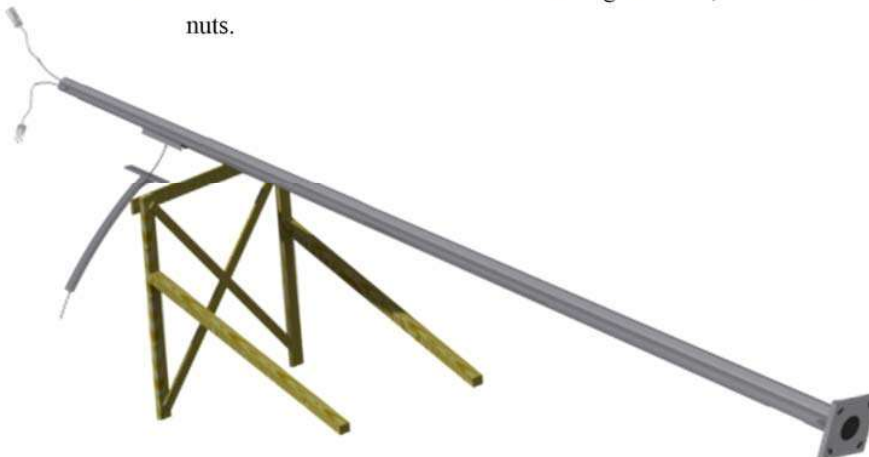


#### b) Installation of the Fixture

1. Pulling the cables through the pole and arm:
  - a. Pull the cables for the solar panels and the cables for the fixtures through the pole all the way to the hand hole.



- b. Pull the cable to connect the fixture through the arm, and fix the arm to the pole using bolts and nuts.



2. Pull the fixture cable through the hole of the fixture's arm (A)



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3. Connect the extension cable with the LED fixture.
4. Slide the fixture onto the arm.



5. Level the fixture and tighten the mounting bolts.



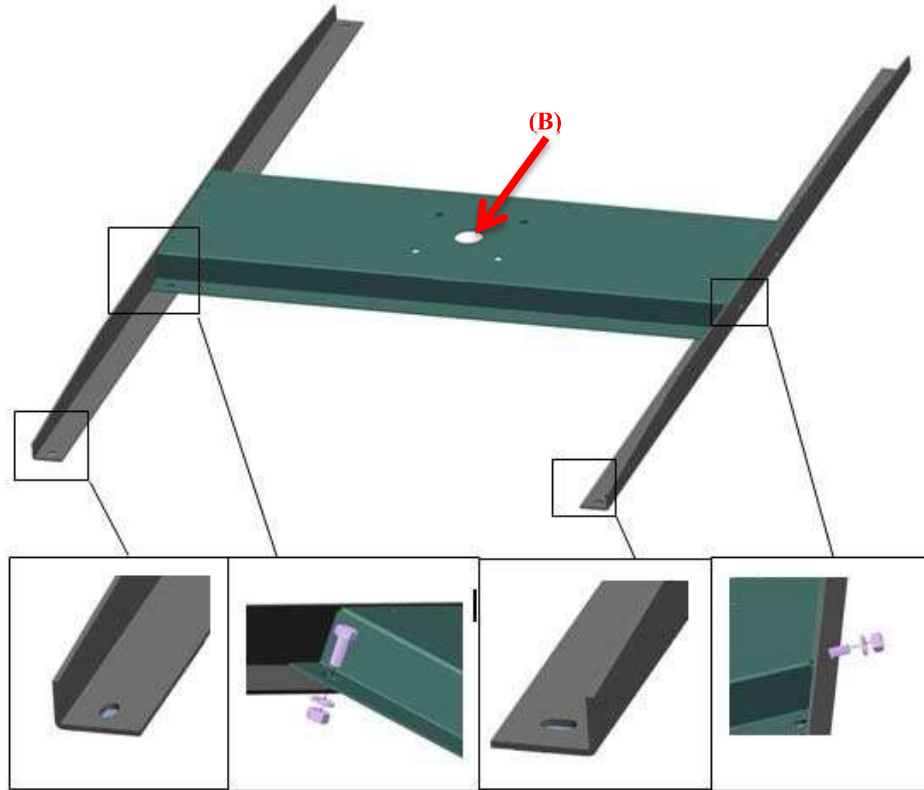


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### c) Installation of the solar panel and brackets

1. Assemble the mounting brackets together and fix them with bolts and nuts

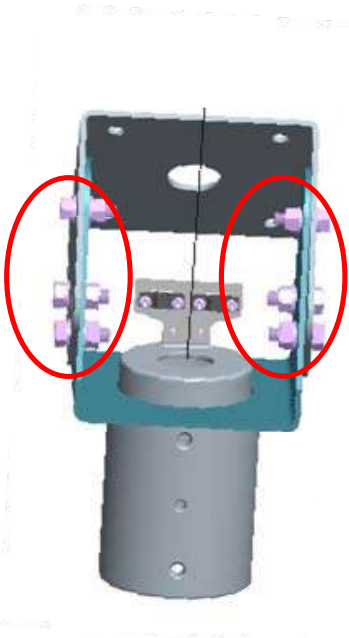




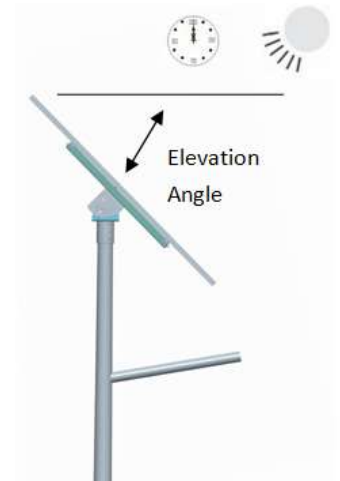
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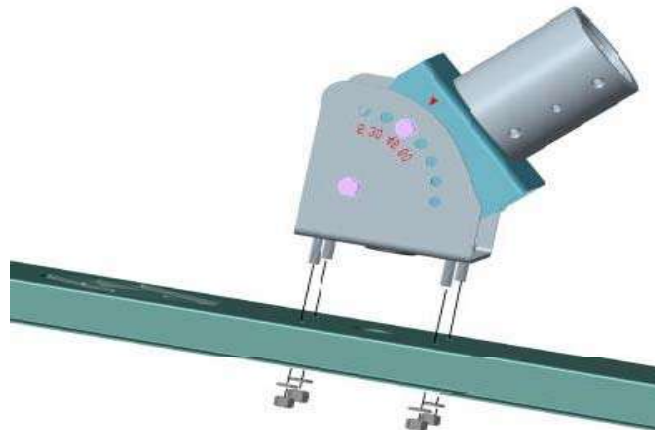
- Adjust the elevation angle to the adequate inclination degree using the bolts indicated in red on the following drawing. The inclination angle is provided on the quotation from Greenshine, if not please contact Greenshine New Energy.



Latitude	Elevation Angle
0° ~ 9°	15°
10° ~ 20°	15° or 30°
21° ~ 45°	30° or 45°
46° ~ 65°	45° or 60°
65° ~ 90°	60°



- Fix the angle frame on to the bracket and fasten the bolts

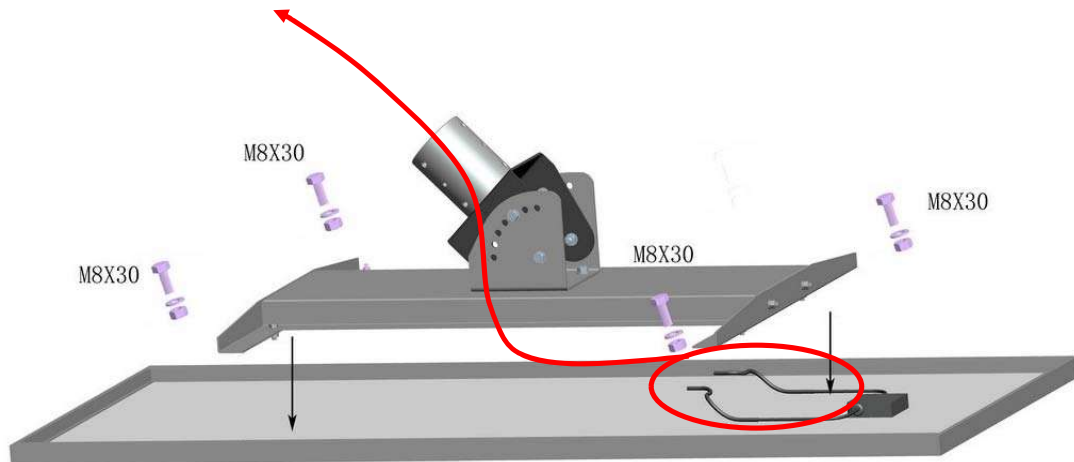




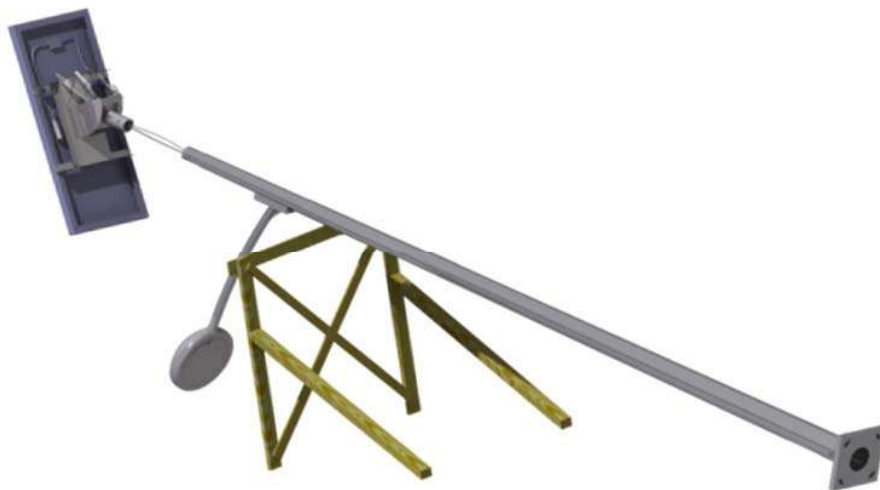
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4. Lay on the ground the solar panels with the blue/black side facing the ground. (please protect the area before putting them on the ground)
5. Pull the solar panel cables through the assembly you have just completed in step 5, while laying down the assembly on the solar panels.
6. Fix the mounting bracket to the solar panels using bolts and nuts.



7. Connect the cables from the solar panels to the cables coming from the pole, make sure the waterproof connectors are well connected.
8. Use a multimeter to test the voltage of the panels. Please conduct the testing during daytime. The voltage output of the panel should be around 20V (or 40V if there are 2 panels). If the output is 0V, please double-check the connections (Contact Greenshine New energy if the problem persists)
9. Slide in the solar panel bracket on the pole.

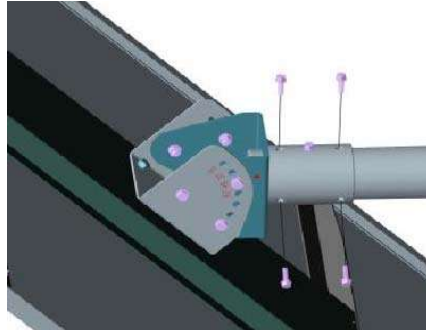




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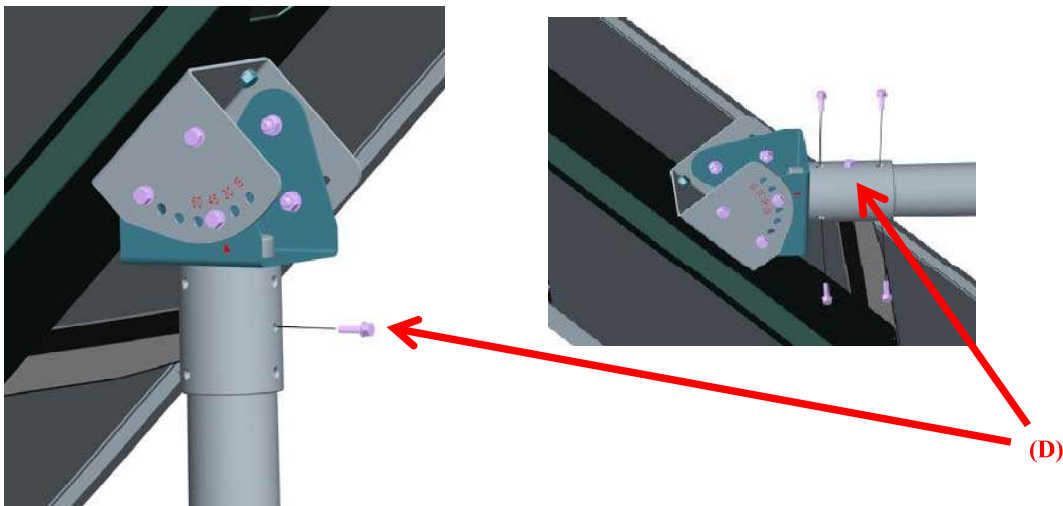
10. Adjust the panel direction so it will face the equator once the pole is installed on its foundation.
11. Secure the solar panel bracket with 6 bolts so that the panel can't move (the bolts do not penetrate the pole).



12. Find the 4 gauge holes on top of the pole. Each hole is 0.5".



13. Use one of the 4 pre-drilled holes on the pole to secure the attachment of the solar panel assembly to the top of the pole, use the (D) bolt. If none of the 4 pre-drilled holes matches a final orientation of the solar panels towards the equator, please drill a different hole to secure the attachment of the solar panel assembly to the pole. Please be careful not to damage the thread on the panel brackets for the (D) bolt.





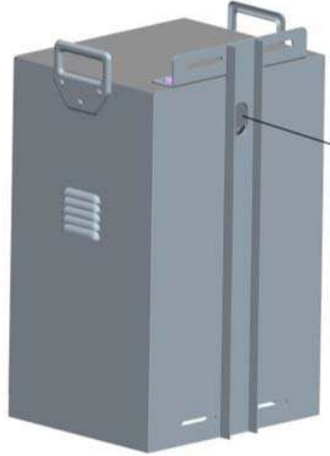
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### d) Battery installation

Proceed to the installation of the battery box before hoisting the pole on its foundation. **The controller connection and battery installation will be performed once the pole has been installed and firmly anchored on its foundation.**

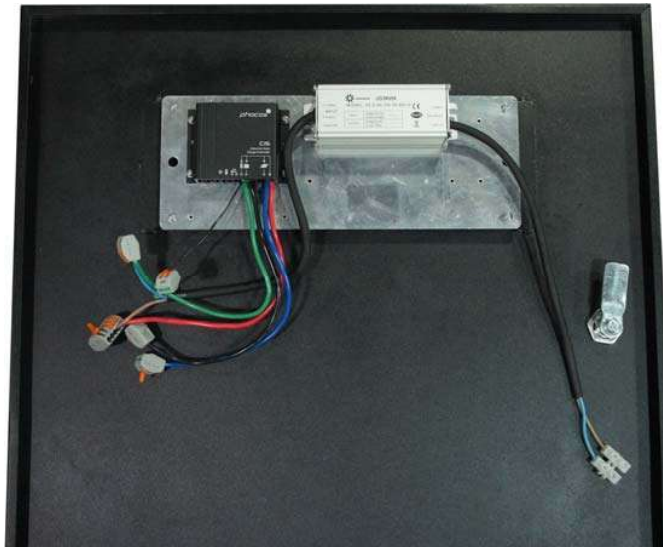
1-Pull all the cables through the hole on the pole before mounting the battery box on the pole



3-Pull all the cables through the hole on the battery box

4-Mount the stainless steel enclosure onto the pole with U bolts.

5-Fix charge controller and LED driver onto the aluminum plate and then fix it onto the rear side of the access door.



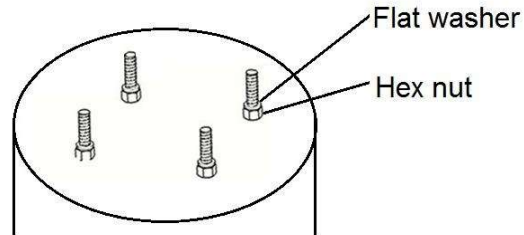


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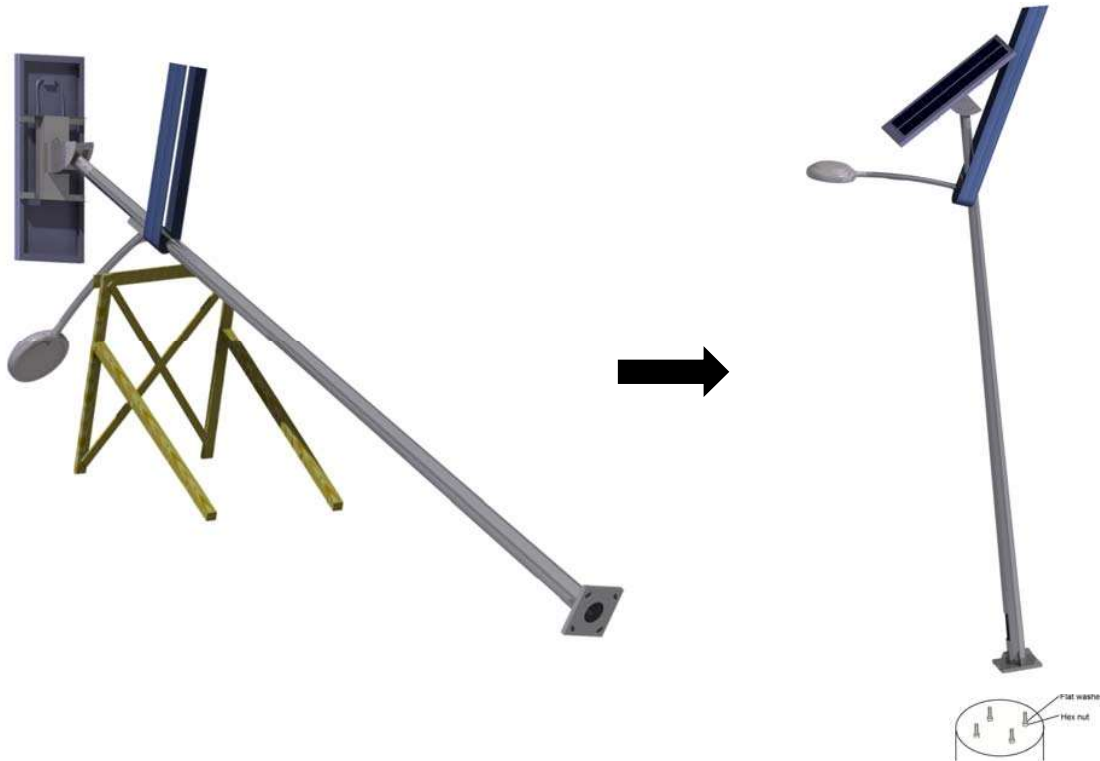
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### 5. POLE HOISTING

1. Fix the hex nuts (leveling nuts) and flat washers onto the anchor bolts.
2. Two hex nuts and two flat washers for each anchor bolt



3. Use a crane to lift the pole and put it on its foundation, then fix the pole to its foundation with a hex nut and a flat washer.



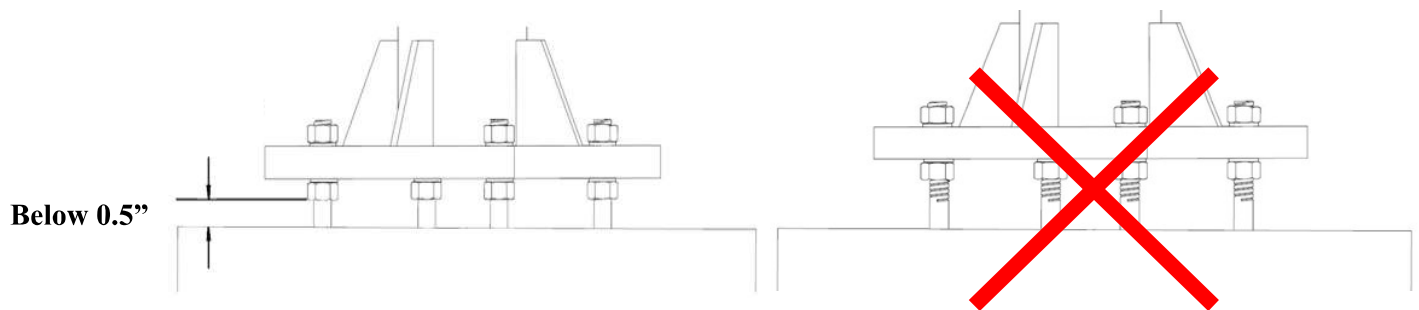
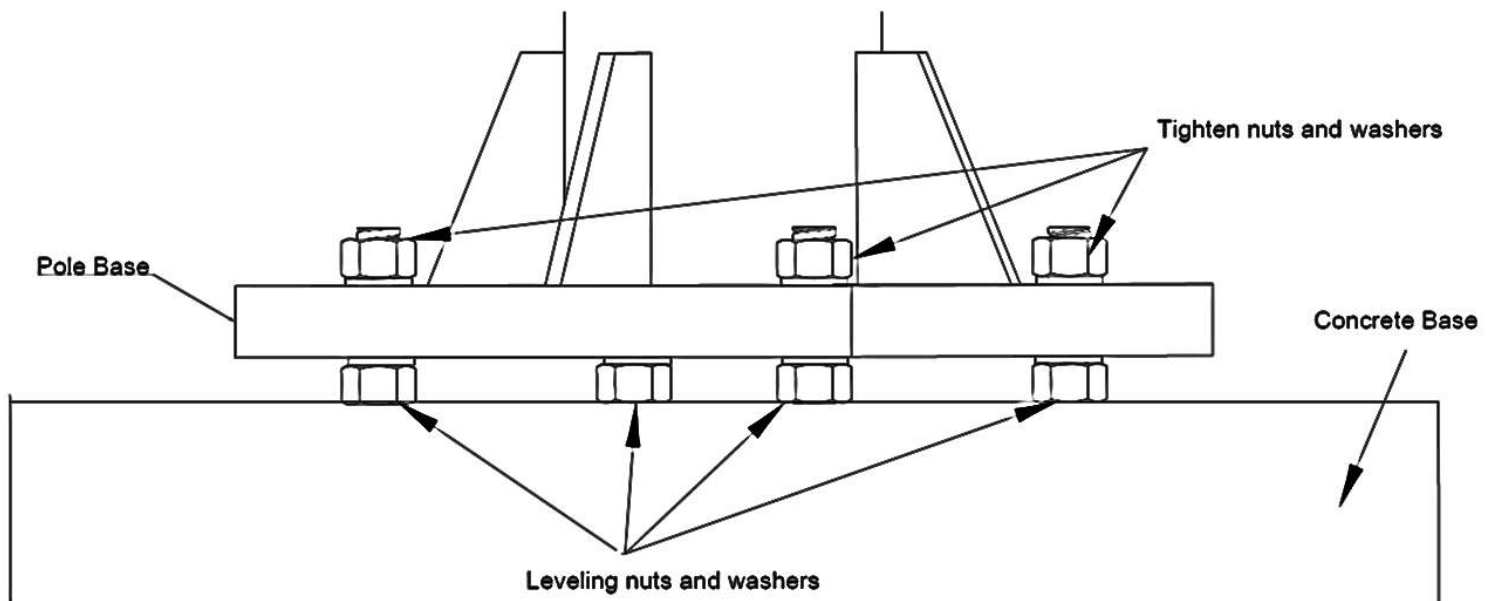
4. Use a hand level to adjust the height of the four leveling nuts and make sure the pole is straight. Use a torque wrench to lock all the nuts.





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**The leveling nuts must be as close as possible to the foundations.**

### 5- Simulating night time

Disconnect the solar panel cables to simulate night time. The LED fixture should turn ON after 2-5 minutes, if the fixture does not turn ON please contact Greenshine New Energy for support

- After testing, please reconnect the solar panel cables to the controller, the light fixture will turn OFF after 2-5 minutes



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### 6. ELECTRICAL CONNECTION

Controller connection (Refer to detailed connection diagram in Appendix 3)	
1- Fix LED driver and controller onto the aluminum plate. Place it into the battery box	2- Connect the LED driver input cables to the controller  <b>Note</b> <ul style="list-style-type: none"> <li>Be careful with the LED driver polarity</li> <li>Be careful with the connection, avoid short circuit!</li> </ul>
3- Connect the LED driver output side to the fixture extension cable.  <b>Note</b> <ul style="list-style-type: none"> <li>Be careful with the lamp fixture polarity</li> <li>Be careful with the connection, avoid short circuit!</li> </ul>	4- Connect the battery cables to the controller  <b>Note</b> <ul style="list-style-type: none"> <li>After several seconds, the green indicator on the controller will be constant</li> <li>Be careful with the connection, avoid short circuit!</li> </ul>
5- Simulating night time <ul style="list-style-type: none"> <li>Without connecting the solar panel cables, the LED fixture should turn ON after 2-5 minutes, if the fixture does not turn ON please contact Greenshine New Energy for support</li> </ul>	6- Connect the solar panel cables to the controller  <b>Note</b> <ul style="list-style-type: none"> <li>If the solar panel is exposed to strong day light, after 2-5 minutes, the lamp fixture will turn off automatically.</li> <li>Be careful with the connection, avoid short circuit!</li> </ul>



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### ***MAINTENANCE***

Greenshine's solar street lights are designed to be essentially maintenance free. However, in certain regions with extreme conditions, some level of maintenance is required to ensure the proper function of the lights. These regions are typically where there is a risk of dust, snow, or ice covering the solar panels and thus reducing the power of the lights. In regions with frequent rain, the tilt angle of the solar panels allow for self-cleaning of dust. However, in places where rain is infrequent, periodic manual cleaning of the panels may be required.

Before the maintenance work, the solar system parts should be disconnected using the following sequence

#### **Disassembly sequence of the solar system components:**

- **Disconnect the LED driver from the controller**
- **Disconnect the solar panel from the controller**
- **Disconnect the battery from the controller**

After the maintenance work is done, the solar system components should be re-connected using the following sequence

#### **Assembly sequence of the solar system components**

- Connect LED driver to controller
- Connect batteries to controller
- Connect solar panels to controller

Typical maintenance schedule:

- Every Week: Inspection of street lights to ensure all the lights are working. If there are lights which are not lit, perform analysis to find causes and conduct repairs.
- Every 2 Month: Inspect street light panels and clean them which are covered with dust or sand. Use clean water to clean the solar panel from the top to the bottom with soft cleaning cloth.
- Every 5-7 Years: Replace the solar street light batteries if the voltages drop below normal levels. The battery has an expect life of 5-7 years.

#### **Note**

- Do not use components from other suppliers for replacement without our approval, as this may cause damage to the lighting system.
- Use a piece of cloth deepened into water to clean the solar panel.
- Do not let the solar panels disconnected from the system under the sun for more than 3 days. That will severely damage them, especially if the solar radiation is strong.
- Avoid short circuiting or damage of solar system parts during maintenance

### ***DISCLAIMER***

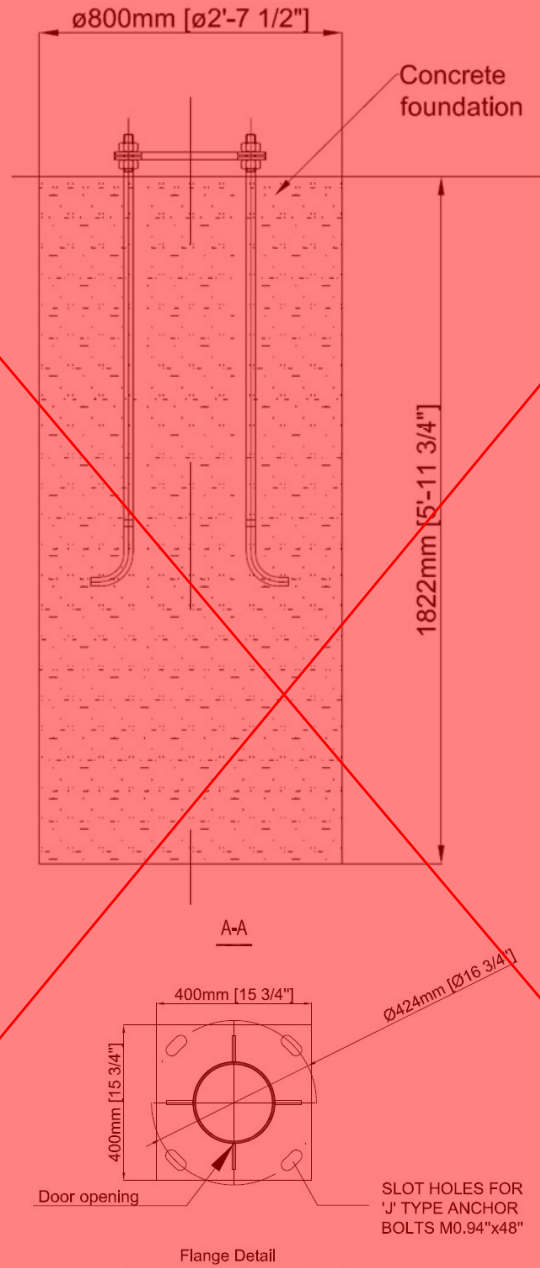
By installing or using any Greenshine product in any way for any purpose, you (the customer) do so at entirely at your own risk. Greenshine and its owners are not responsible for any damages caused by using or installing our products be it personal injury, damage of property, prosecution (from a result of using our products), legal fees or loss of earnings whether the Greenshine product was fitted correctly as per this 'installation guide' or not.



# GREENSHINE NEW ENERGY

## ENJOY COST EFFECTIVE NATURAL ENERGY

### APPENDIX 1 CONCRETE FOUNDATION DRAWING



#### Notes:

- The battery box and the PVC tubing are only installed when the battery box is buried underground.
- Size of the concrete foundation is only given as an indication, and should be approved by a local engineer according to the local soil conditions.

**- REFER TO CONSTRUCTION PLANS FOR PORTABLE  
CONCRETE PEDESTAL TYPE INSTALLATION**



# GREENSHINE NEW ENERGY

## ENJOY COST EFFECTIVE NATURAL ENERGY

### APPENDIX 2 WAGO CONNECTOR INTRUCTION MANUAL

#### 222 Series 2, 3 or 5 Conductor Compact Connector

Cross section:	28 – 12 AWG (stranded and solid)
Electrical specs:	600 V (1000 V signs and fixtures) 20 A maximum
Strip length:	9 - 10 mm / 0.37 in
Maximum operating temperature:	105° C

For all connections requiring...

- Stranded / solid wires
- Wide range of wire sizes
- Combination of different wire sizes and types in one connector
- Small space consumption
- Built-in test point
- Protection against electrical shock, touch safe
- Low installed cost and safe operation
- Maintenance-free connection
- A reusable connector



Item No.	Pack.-unit pcs	Item No.	Pack.-unit pcs	Item No.	Pack.-unit pcs
222-412		222-413		222-415	
222-412/K194-4045	100 pc box (l=100)	222-413/K194-4045	50 pc box (l=50)	222-415/K194-4045	40 pc box (l=40)
222-412/PW05-0005	5 pc blister pack	222-413/PW05-0005	5 pc blister pack	222-415/PW05-0005	5 pc blister pack
		222-413/VE00-2500	2,500 pc bulk bag		

#### Technical Data

Approvals			
Number of connection points per connector	2	3	5
Potentials per connector	1	1	1
Connection type	CAGE CLAMP® Spring pressure connection technology	CAGE CLAMP® Spring pressure connection technology	CAGE CLAMP® Spring pressure connection technology
Height	14.5 mm/ 0.571 in	14.5 mm/ 0.571 in	14.5 mm/ 0.571 in
Width	12.4 mm/ 0.488 in	17 mm/ 0.669 in	26.6 mm/ 1.047 in
Depth	20.5 mm/ 0.807 in	20.5 mm/ 0.807 in	20.5 mm/ 0.807 in
Color	Gray (w/ orange levers)	Gray (w/ orange levers)	Gray (w/ orange levers)
<b>Accessories</b>	<b>Item No.</b>	<b>Pack.-unit pcs</b>	
Wire cutting and stripping tool (22-10 AWG)	206-130	1	
Operating tool for Series 222	210-101	1	



Operating Tool

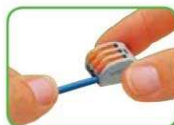
#### Easy as 1, 2, 3...



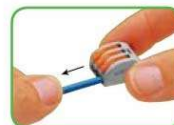
1) Strip wire



2) Push up lever



3) Insert conductor and push down lever



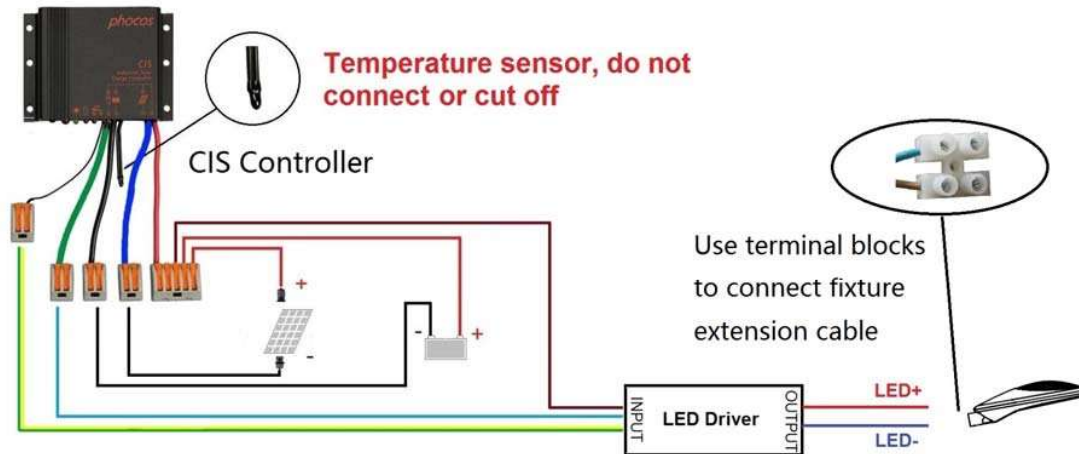
4) pull the wire to check the reliability of connection



# GREENSHINE NEW ENERGY

## ENJOY COST EFFECTIVE NATURAL ENERGY

### *APPENDIX 3 CONTROLLER CONNECTION DIAGRAM*



LED indicator	Status	Function
	On	Controller connected to the battery, night-time detected
	Flash	Controller connected to the battery, day-time detected
	Off	No battery connected
	On	Load low/high voltage disconnect(LVD/HVD)
	Flash	Load over current protection
	Off	Load OK
	On	Dimming because of LVD/HVD
	Off	Time controlled dimming
All LED	Green-->Red-->Green-->	Programming

## **APPENDIX VII PAY STATION INSTALLATION MANUAL**



# MS1/MS3 Installation/ MS1/MS3 Removal

*Published 20 August 2021*

Completed by

Martin Plaisance

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## **Installation of an IPS Paystation:**

**The following process is to assist in the installation of an IPS MS1 and/or MS3 paystation.**

### **Step 1.**

Identify location for installation of MS1/MS3

### **Step 2.**

Excavate a hole for concrete foundation of approximate size

2 ft. x 2 ft. x 2ft.

*(Skip this step if suitable foundation is already in place)*

Make provisions for AC power if applicable.

*AC power cable shall be located near the center spot of meter installation. Other options available if AC power cannot be in-ground.*

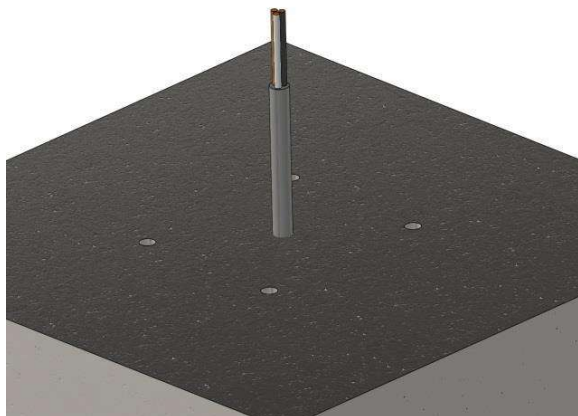
### **Step 3**

Drill 4 holes in concrete to the recommended diameter and depth using a template plate.

- 5/8" drill bit

Note:

Drilling and installing anchors is usually done on the day of install with machines ready for installation at location. Clean thoroughly with a hole cleaning brush. Remove the debris with a hand pump, compressed air or vacuum



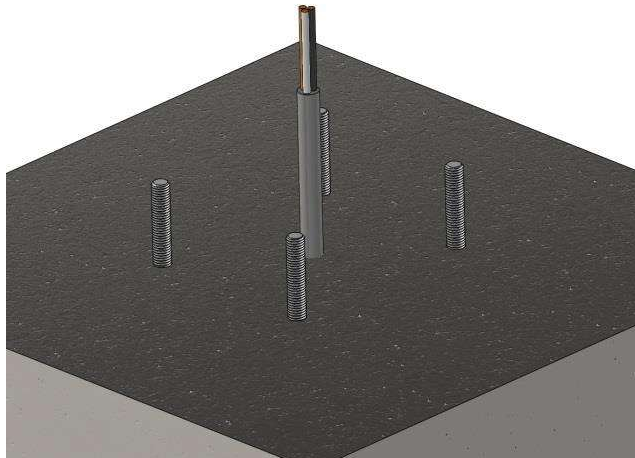
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#### Step 4

Drive in the anchors with a hammer.

Recommended anchors

- 4x Anchor Bolts 5/8" x 6"; male thread stud; SST316

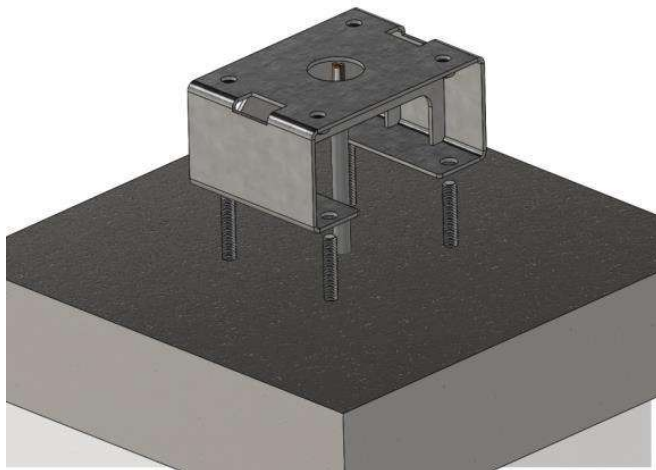


#### Step 5

Install MS1 pedestal over 4 bolts.

Check top surface of pedestal for leveling.

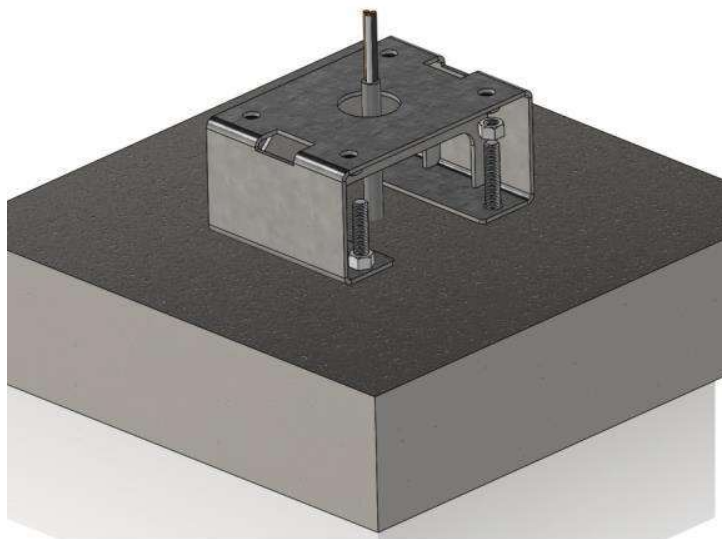
If necessary, level the top surface of the pedestal by removing, adding washers, and re-check for leveling.



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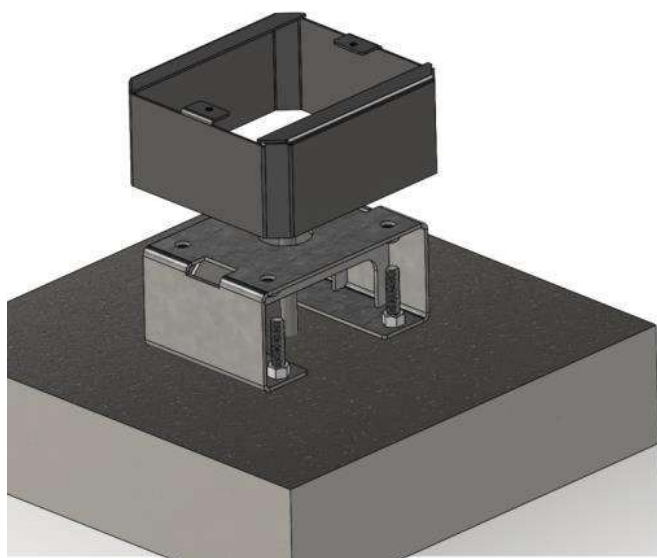
### Step 6

Secure the MS1/MS3 pedestal to the anchor bolts with 5/8" hex nuts.



### Step 7

Assemble the MS1/MS3 plinth over the MS1/MS3 pedestal.



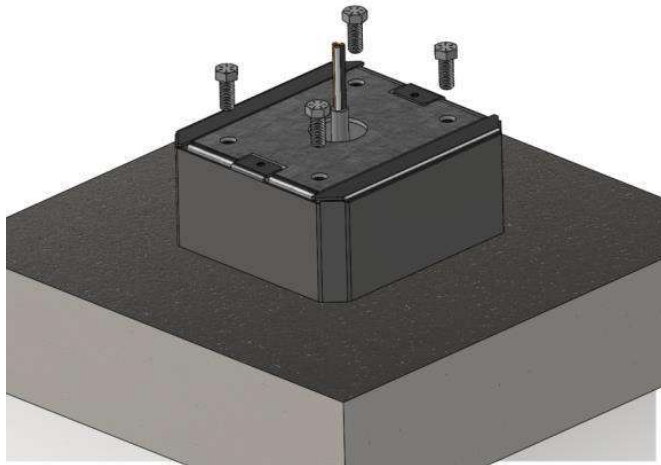
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## Step 8

Install the IPS paystation over the plinth and pedestal.

Position the paystation over the 4 mounting holes, such that the paystation can be secured in place using the 4 hex bolts.

If applicable, terminate the AC power cable with a junction box in the lower cabinet of the IPS paystation.



If you have further questions on installation of an IPS paystation, please contact [customersupport@ipsgroupinc.com](mailto:customersupport@ipsgroupinc.com)

## **Removal of an IPS Paystation:**

**The following process is to assist in the removal of an IPS MS1 and/or MS3 paystation.**

### **Step 1**

Open the middle outer cabinet door that will give access to the Vault

### **Step 2**

Open the vault door and remove the Cash box, so you have access to the 2 locking bars that are beneath the cash box

### **Step 3**

Remove the 2 locking bars, which will give you access to the lower cabinet door (kick panel)

### **Step 4**

Remove the 2 screws that are holding the lower cabinet door in place (kick panel) in place, then remove the lower cabinet door

### **Step 5**

Unbolt the 4 bolts that are securing the paystation to the pedestal

### **Step 6**

Remove the paystation from the pedestal

### **Step 7**

Remove the plinth from the pedestal then unbolt the pedestal from the 4 anchors securing it to the concrete

### **Step 8**

Remove the anchors from the ground by using a cutting tool

*(most cities do not require us to patch the 4 holes, but if they do you can use a concrete patching compound available at any hardware store to fill the 4 holes)*

If you have further questions on the removal of an IPS paystation, please contact [customersupport@ipsgroupinc.com](mailto:customersupport@ipsgroupinc.com)

**APPENDIX VIII  
PROJECT HAUL ROUTE**





City of Manhattan Beach  
Community Development  
Traffic Engineering Division

PARKING LOT 3  
PARKING STRUCTURE DEMOLITION  
PROPOSED HAUL ROUTE