

CITY OF MANHATTAN BEACH

BID DOCUMENTS

BID NO. E1282-23C

ANNUAL TRAFFIC MARKING PROJECT
DECEMBER 2023



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

Katherine Doherty, City Engineer

SPECIFICATIONS PREPARED BY
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**NOTICE INVITING BIDS
FOR
ANNUAL TRAFFIC MARKING PROJECT**

Bid Number: E1282-23C

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 Monday, January 8th, 2024 at which time the **ELECTRONIC** bids will be opened and posted on PlanetBids. The deadline to submit questions related to the bid documents is Monday, December 18, 2023 at 11:00 a.m.

Bids shall be received electronically only on the PlanetBids 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://pbsystem.planetbids.com/portal/48136/bo/bo-detail/111723>

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

Total Cost per set: \$85

The Contract Documents must be obtained online and cannot be obtained at, 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 contact PlanetBids at (818) 992-1771. Neither the City, nor PlanetBids, 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.

SCOPE OF WORK. 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. Time for completion of the Work for the Base Bid Schedule is **One (1) Calendar Year** from the date specified in the Notice to Proceed.

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 ten calendar days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid **Class C32** 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.

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:  _____ 12/6/2023
Katherine Doherty, City Engineer Date

INSTRUCTIONS TO BIDDERS

FORM OF BID. The Bid Schedule, Subcontractor Designation Form, and acknowledgement of receipt of Addenda, if any, shall be submitted using only the online electronic forms through the City of Manhattan Beach Public Works Department Bid Opportunities webpage link to the PlanetBids portal at <https://www.manhattanbeach.gov/departments/public-works/bid-opportunities>. The unit prices for each Bid Item shall be properly entered in the online electronic Bid Schedule.

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 PlanetBids).

1. Completed and Signed Contractor's Statement
2. Completed References Form
3. Completed, Signed, and Notarized Bid Bond
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 PlanetBids 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 not withdrawn 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 PlanetBids portal at <https://www.citymb.info/departments/public-works/bid-opportunities>. Addenda, if any, shall be issued via email through the PlanetBids Vendor Portal. It is the Contractor's responsibility to ensure the email address utilized in the Planet Bids 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 PlanetBids 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.

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 areas of the Bidder's Proposal a Contractor's Statement regarding 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, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within 90 calendar Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

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

TRENCHING. If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet deep

or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by the City in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

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

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

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

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents within ten calendar days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all insurance and Bonds as herein specified, and provide copies to the City, within ten calendar days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, the City may declare the Bidder's security forfeited to the extent permitted by law, and the City may award the Contract to the next lowest responsible Bidder or may reject all bids.

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

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of 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 ten calendar days after the award of contract. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

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

PROTESTS. Any protest of the award of a bid to the apparent lowest responsive and responsible bidder or other bidders 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>.

BID SCHEDULE NOTICE

Registered Bidders shall utilize the electronic Bid Schedule on the City of Manhattan Beach Bid Portal with PlanetBids to enter Bid Item prices and Subcontractor List information, to acknowledge receipt of Addenda, if any, and to upload scanned copies of other required Bid Forms for submittal.

The link to register to become a Registered Bidder and electronically bid on this Project can be found at the following address:

<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:

- _____ Completed and Signed Contractor's Statement
- _____ Completed References Form
- _____ Completed, Signed and Notarized Bid Bond
- _____ Signed Noncollusion Declaration Form
- _____ 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.

BID

**CITY OF MANHATTAN BEACH
ANNUAL TRAFFIC MARKING PROJECT**

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

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

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

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

CITY OF MANHATTAN BEACH

BID SCHEDULE FOR

ANNUAL TRAFFIC MARKING PROJECT

Bidder's Name: _____

Bidder's Address: _____

To the Honorable Mayor and Members of the City Council:

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

Bid Items are as follows:

BASE BID SCHEDULE:

ITEM NO.	DESCRIPTION	REFERENCE / STANDARD DETAIL	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED AMOUNT
1	THERMO - 4" SOLID LEFT OR RIGHT EDGE LINE	Caltrans Detail 25A	Linear Foot (L.F.)	4000		
2	THERMO - 4" SOLID LEFT OR RIGHT EDGE LINE (No RPMs)	Caltrans Detail 24 OR 27B	L.F.	100		
3	THERMO - 4" SKIP LANELINE	Caltrans Detail 9	L.F.	800		
4	THERMO - 4" SKIP LANELINE (No RPMs)	Caltrans Detail 8	L.F.	100		
5	THERMO - DOUBLE YELLOW CENTERLINE	Caltrans Detail 22	L.F.	800		
6	THERMO - DOUBLE YELLOW CENTERLINE (No RPMs)	Caltrans Detail 21	L.F.	50		
7	THERMO - 4" SINGLE YELLOW CENTERLINE	Caltrans Detail 2	L.F.	800		
8	THERMO - 4" SINGLE YELLOW CENTERLINE (No RPMs)	Caltrans Detail 1	L.F.	50		
9	THERMO - 6" SOLID BIKE LANE LINE	Caltrans Detail 39	L.F.	800		
10	THERMO - 6" SKIP INTERSECTION BIKE LANE LINE	Caltrans Detail 39A	L.F.	200		
11	THERMO - 8" SOLID CHANNELIZING LINE	Caltrans Detail 38	L.F.	200		
12	THERMO - 8" SOLID CHANNELIZING LINE (No RPMs)	Caltrans Detail 38A	L.F.	50		
13	THERMO - 8" SKIP LANE DROP AT INTERSECTIONS	Caltrans Detail 37B	L.F.	200		
14	THERMO - 12" SOLID WHITE OR YELLOW LIMIT LINE/CROSSWALK	N/A	L.F.	800		
15	THERMO - PAVEMENT ARROWS, SYMBOLS, WORDS AND NUMBERS	Caltrans Sheets A24A through A24E	Square Foot (S.F.)	2000		
16	THERMO - CONTINENTAL CROSSWALK	MBSI-174A-1 and MBSI-175A-0	S.F.	2500		

17	THERMO - "BIKE LANE" LEGEND	Caltrans A24D	S.F.	400		
18	THERMO - BIKE SYMBOL w/ PERSON	Caltrans A24C	Each (EA.)	32		
19	THERMO - SHARED ROADWAY BICYCLE MARKING	Caltrans A24C	EA.	32		
20	THERMO - DOUBLE YELLOW TWO-WAY LEFT TURN LANE	Caltrans Detail 32	L.F.	320		
21	THERMO - DOUBLE YELLOW TWO-WAY LEFT TURN LANE (No RPMs)	Caltrans Detail 31	L.F.	40		
22	THERMO - LANE LINE EXTENSION THROUGH INTERSECTIONS	Caltrans Detail 40 or 41	L.F.	800		
23	THERMO - ADA STALL MARKING (SYMBOL)	Caltrans A90A	EA.	16		
24	THERMO - 4" PARKING SPACE STRIPING (ALL COLORS)	N/A	L.F.	4000		
25	THERMO - 4" PARKING "T"-STALL STRIPING	City Standard Plan MBSI-135-01	EA.	200		
26	THERMO - 12" STENCIL LETTERING (EACH LETTER, ALL COLORS)	N/A	EA.	200		
27	THERMO - LEFT OR RIGHT ARROW	Caltrans A24A Type IV Arrow	EA.	8		
28	REFLECTIVE PAVEMENT MARKER	Refer to Greenbook Section 314-5	EA.	5		
29	TYPE "DB" (BLUE) HYDRANT MARKER	CA MUTCD Figure 3B-102CA	EA.	5		
30	PAINT CURB (ALL COLORS)	N/A	L.F.	200		
31	4" CURB LETTERING	N/A	L.F.	20		
32	SURFACE MOUNT DELINEATOR (WITH EPOXY)	CA MUTCD Type Q(CA)	EA.	10		
33	STRIPING REMOVALS (GRIND) INCLUDING CLEAN-UP	Refer to Greenbook Section 314-2	L.F.	100		
34	STRIPING REMOVALS (WATER BLAST) INCLUDING CLEAN-UP	Refer to Greenbook Section 314-2	L.F.	100		
35	STRIPING REMOVALS (MEDIA BLAST) INCLUDING CLEAN-UP	Refer to Greenbook Section 314-2	L.F.	100		
36	MARKING REMOVALS (GRIND) INCLUDING CLEAN-UP	Refer to Greenbook Section 314-2	S.F.	100		
37	MARKING REMOVALS (WATER BLAST) INCLUDING CLEAN-UP	Refer to Greenbook Section 314-2	S.F.	100		
38	MARKING REMOVALS (MEDIA BLAST) INCLUDING CLEAN-UP	Refer to Greenbook Section 314-2	S.F.	100		
39	REMOVE REFLECTIVE PAVEMENT MARKER	Refer to Greenbook Section 314-3	EA.	5		
40	MOBILIZATION (SEE DESCRIPTION BELOW)	N/A	EA.	4	\$ 2,500	
41	TRAFFIC CONTROL ALLOWANCE (20% MAXIMUM OF TOTAL BASE BID PRICE - SEE DESCRIPTION BELOW)	N/A	Lump Sum (L.S.)	1		
TOTAL BASE BID SCHEDULE:						

Bid Item Descriptions:

Mobilization: Work performed under the awarded contract will require multiple contractor mobilizations. Each mobilization will be ordered by the City through the issuance of a written Work Order. The Work Order will contain an itemization of the requested work (i.e. bid items and quantities), the cost of said work, and a requested completion date. The City intends to maximize quantities to exceed \$5,000 per Work Order, but in the chance event of Work Orders totaling less than \$5,000, one mobilization charge will be added to the cost of the work. The mobilization bid 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, and incidentals to the project site, Best Management Practices (BMP), extra work, or delays discovered during construction operations, 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 work. Refer to the Standard Specifications for Public Works Construction "Greenbook" and Part 9 Special Instructions for information regarding staging and storage. The cost of all bonds and insurance policies, including premiums and incidentals, shall be included. A Mobilization fee will not be paid for Work Orders exceeding \$5,000. Mobilization costs associated with Work Orders exceeding \$5,000 shall be included in the cost of each individual bid item to which it applies, and no additional compensation will be allowed.

Traffic Control (Maximum 20% of Total Base Bid Price): Following receipt of a Work Order from the City, the Contractor shall furnish a signed detailed estimate of the not-to-exceed costs for all Traffic Control labor, materials, and equipment, including the markup for overhead and profit required for the Work. The Traffic Control plans and Traffic Control cost estimate shall require approval by the City in writing prior to mobilization. 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 base bid item for "Traffic Control". Refer to Part 6 Temporary Traffic Control for additional requirements.

ADDITIVE BID SCHEDULE A:

ITEM NO.	DESCRIPTION	REFERENCE / STANDARD DETAIL	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED AMOUNT
42	PAINT - 4" SOLID LEFT OR RIGHT EDGE LINE	Caltrans Detail 25A	L.F.	400		
43	PAINT - 4" SOLID LEFT OR RIGHT EDGE LINE (No RPMs)	Caltrans Detail 24 OR 27B	L.F.	10		
44	PAINT - 4" SKIP LANELINE	Caltrans Detail 9	L.F.	80		
45	PAINT - 4" SKIP LANELINE (No RPMs)	Caltrans Detail 8	L.F.	10		
46	PAINT - DOUBLE YELLOW CENTERLINE	Caltrans Detail 22	L.F.	80		
47	PAINT - DOUBLE YELLOW CENTERLINE (No RPMs)	Caltrans Detail 21	L.F.	5		
48	PAINT - 4" SINGLE YELLOW CENTERLINE	Caltrans Detail 2	L.F.	80		
49	PAINT - 4" SINGLE YELLOW CENTERLINE (No RPMs)	Caltrans Detail 1	L.F.	5		
50	PAINT - 6" SOLID BIKE LANE LINE	Caltrans Detail 39	L.F.	80		
51	PAINT - 6" SKIP INTERSECTION BIKE LANE LINE	Caltrans Detail 39A	L.F.	20		
52	PAINT - 8" SOLID CHANNELIZING LINE	Caltrans Detail 38	L.F.	20		

53	PAINT - 8" SOLID CHANNELIZING LINE (No RPMs)	Caltrans Detail 38A	L.F.	5		
54	PAINT - 8" SKIP LANE DROP AT INTERSECTIONS	Caltrans Detail 37B	L.F.	20		
55	PAINT - 12" SOLID WHITE OR YELLOW LIMIT LINE/CROSSWALK	N/A	L.F.	80		
56	PAINT - PAVEMENT ARROWS, SYMBOLS, WORDS AND NUMBERS	Caltrans Sheets A24 A-E	S.F.	200		
57	PAINT - CONTINENTAL CROSSWALK	MBSI-174A-1 and MBSI-175A-0	S.F.	250		
58	PAINT - "BIKE LANE" LEGEND	Caltrans A24D	S.F.	40		
59	PAINT - BIKE SYMBOL w/ PERSON	Caltrans A24C	EA.	1		
60	PAINT - SHARED ROADWAY BICYCLE MARKING	Caltrans A24C	EA.	1		
61	PAINT - DOUBLE YELLOW TWO-WAY LEFT TURN LANE	Caltrans Detail 32	L.F.	32		
62	PAINT - DOUBLE YELLOW TWO-WAY LEFT TURN LANE (No RPMs)	Caltrans Detail 31	L.F.	4		
63	PAINT - LANE LINE EXTENSION THROUGH INTERSECTIONS	Caltrans Detail 40 or 41	L.F.	80		
64	PAINT - ADA STALL MARKING (SYMBOL)	Caltrans A90A	EA.	1		
65	PAINT - 4" PARKING SPACE STRIPING (ALL COLORS)	N/A	L.F.	400		
66	PAINT - 4" PARKING "T"-STALL STRIPING	City Standard Plan MBSI-135-01	EA.	20		
67	PAINT - 12" STENCIL LETTERING (EACH LETTER, ALL COLORS)	N/A	EA.	20		
68	PAINT - LEFT OR RIGHT ARROW	Caltrans A24A Type IV Arrow	EA.	1		
TOTAL ADDITIVE BID SCHEDULE A:						

Note: Painted striping/markings are an alternate option to thermoplastic, therefore the Total for Additive Bid Schedule A does not increase cost of Base Bid Item 41, Traffic Control.

ADDITIVE BID SCHEDULE B:

ITEM NO.	DESCRIPTION	REFERENCE / STANDARD DETAIL	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED AMOUNT
69	MMA - 4" SOLID LEFT OR RIGHT EDGE LINE	Caltrans Detail 25A	L.F.	400		
70	MMA - 4" SOLID LEFT OR RIGHT EDGE LINE (No RPMs)	Caltrans Detail 24 OR 27B	L.F.	10		
71	MMA - 4" SKIP LANELINE	Caltrans Detail 9	L.F.	80		
72	MMA - 4" SKIP LANELINE (No RPMs)	Caltrans Detail 8	L.F.	10		
73	MMA - DOUBLE YELLOW CENTERLINE	Caltrans Detail 22	L.F.	80		
74	MMA - DOUBLE YELLOW CENTERLINE (No RPMs)	Caltrans Detail 21	L.F.	5		
75	MMA - 4" SINGLE YELLOW CENTERLINE	Caltrans Detail 2	L.F.	80		
76	MMA - 4" SINGLE YELLOW CENTERLINE (No RPMs)	Caltrans Detail 1	L.F.	5		

77	MMA - 6" SOLID BIKE LANE LINE	Caltrans Detail 39	L.F.	80		
78	MMA - 6" SKIP INTERSECTION BIKE LANE LINE	Caltrans Detail 39A	L.F.	20		
79	MMA - 8" SOLID CHANNELIZING LINE	Caltrans Detail 38	L.F.	20		
80	MMA - 8" SOLID CHANNELIZING LINE (No RPMs)	Caltrans Detail 38A	L.F.	5		
81	MMA - 8" SKIP LANE DROP AT INTERSECTIONS	Caltrans Detail 37B	L.F.	20		
82	MMA - 12" SOLID WHITE OR YELLOW LIMIT LINE/CROSSWALK	N/A	L.F.	80		
83	MMA - PAVEMENT ARROWS, SYMBOLS, WORDS AND NUMBERS	Caltrans Sheets A24A through A24E	S.F.	200		
84	MMA - CONTINENTAL CROSSWALK	MBSI-174A-1 and MBSI-175A-0	S.F.	250		
85	MMA - "BIKE LANE" LEGEND	Caltrans A24D	S.F.	40		
86	MMA - BIKE SYMBOL w/ PERSON	Caltrans A24C	EA.	3		
87	MMA - SHARED ROADWAY BICYCLE MARKING	Caltrans A24C	EA.	3		
88	MMA - DOUBLE YELLOW TWO-WAY LEFT TURN LANE	Caltrans Detail 32	L.F.	32		
89	MMA - DOUBLE YELLOW TWO-WAY LEFT TURN LANE (No RPMs)	Caltrans Detail 31	L.F.	4		
90	MMA - LANE LINE EXTENSION THROUGH INTERSECTIONS	Caltrans Detail 40 or 41	L.F.	80		
91	MMA - ADA STALL MARKING (SYMBOL)	Caltrans A90A	EA.	1		
92	MMA - 4" PARKING SPACE STRIPING (ALL COLORS)	N/A	L.F.	400		
93	MMA - 4" PARKING "T"-STALL STRIPING	City Standard Plan MBSI-135-01	EA.	20		
94	MMA - 12" STENCIL LETTERING (EACH LETTER, ALL COLORS)	N/A	EA.	20		
95	MMA - LEFT OR RIGHT ARROW	Caltrans A24A Type IV Arrow	EA.	1		
TOTAL ADDITIVE BID SCHEDULE B:						

***Methyl Methacrylate (MMA):** Refer to *Part 10 Standard and Special Technical Provisions* for MMA material requirements and construction methods.

Note: MMA striping/markings are an alternate option to thermoplastic, therefore the Total for Additive Bid Schedule B does not increase cost of Base Bid Item 41, Traffic Control.

NOTES:

- 1) In the UNIT column (LS) denotes a lump sum item. See Section 7 of the General Provisions for details.
- 2) Estimated quantities are for the purpose of Bid comparison only; payments will be made on the basis of actual measurement of Work completed, except for lump sum (LS) items. For lump sum items, see Note 1. The Bid Price shall include, but not limited to, sales tax and all other applicable taxes and fees.
- 3) Items may be adjusted or deleted. **The unit prices provided above by the Bidder shall be applied to actual quantity of each unit price item, regardless of the original quantity estimate.** The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional

compensation.

Total Bid Price = Base Bid Schedule Amount Plus (+) All Additive Bid Schedule Amounts

TOTAL BID PRICE IN DIGITS: \$ _____

TOTAL BID PRICE IN WORDS: _____

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

Number _____, Class _____, which expires on _____.

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

BIDDER'S PROPOSAL – CONTRACTOR'S STATEMENT

ANNUAL TRAFFIC MARKING PROJECT

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

- (1) Bidder's Name: _____
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

- (3) Business Address: _____
- (4) Telephone: _____ Email: _____
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: _____
- (6) Corporation organized under the laws of the State of: _____
- (7) California State Contractor's License Number and Class: _____
Original Date Issued: _____ Expiration Date: _____
- (8) DIR Contractor Registration Number: _____
- (9) List the name and title of the person(s) who inspected the Project site for your firm:

- (10) Number of years' experience the company has as a contractor in construction work: _____
- (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:

- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

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

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

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

b. Briefly summarize the parties' claims and defenses:

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

(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.

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

(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.

(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 outside agency or individual for labor compliance?
Circle one: Yes No
- d. By Subcontractors? Circle one: Yes No
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes No

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

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

(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 _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

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

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 _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

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

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 _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

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

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 _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

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

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 _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

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

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 _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

ANNUAL TRAFFIC MARKING PROJECT

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).

BID BOND

ANNUAL TRAFFIC MARKING PROJECT

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: _____

WHEREAS _____
(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 _____

(Name and address of Surety)

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

“Principal”

Name: _____

Address: _____

Telephone No.: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

“Surety”

Company Name: _____

Address: _____

Telephone No.: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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.*

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

ANNUAL TRAFFIC MARKING PROJECT

The undersigned declares:

I am the _____ of _____, 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 _____ [date], at _____ [city], _____ [state].

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

ADDENDA ACKNOWLEDGMENT FORM
ANNUAL TRAFFIC MARKING PROJECT

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.

CONTRACT

CITY OF MANHATTAN BEACH CONTRACT FOR ANNUAL TRAFFIC MARKING PROJECT

THIS CONTRACT ("Contract") is made and entered this XX day of XX, 2023 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and XXXX a California corporation ("Contractor"). The Contractor's California State Contractor's license number is XXXX.

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

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

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

3. Compensation.

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

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

4. Contract Time.

4.1 Initial Notice to Proceed. The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **One (1) Calendar Year**. 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 shall further specify that the Contractor must complete the preconstruction requirements within **7 Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submit and obtain approval of the Water Pollution Control Plan (WPCP)
- Obtain approved Permits from all applicable agencies
- Submit and obtain approval of a Project Staffing List with contact information, a Project Emergency Contact List, and Illness Prevention Program.
- Submit and obtain approval of critical required submittals listed in the Contract Documents and Special Provisions (i.e. reflective pavement markers and adhesive, thermoplastic, paint, reflective glass beads, methyl methacrylate, etc.)
- Submit and obtain approval of Baseline Schedule
- Submit and obtain Traffic Control Plans and not-to-exceed costs for approval

4.2 Not Used

4.3 Not Used

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

5. Liquidated Damages for Delay and Control of Work.

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

6. 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

By: _____
Name: Bruce Moe
Title: City Manager

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____
Name: Erick Lee
Title: Public Works Director

CONTRACTOR:

[XXXXXX]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

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

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

ANNUAL TRAFFIC MARKING PROJECT

(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 _____

_____ *(Name and address of Surety)*

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

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

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

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

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

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

Dated: _____

“Principal”

“Surety”

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

(Seal)

(Seal)

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

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

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

Dated: _____

“Principal”

“Surety”

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

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

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

(Seal)

(Seal)

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

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

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

Dated: _____

“Principal”

“Surety”

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

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

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

(Seal)

(Seal)

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

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

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

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

PART 1 - GENERAL PROVISIONS SECTION

GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

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

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 of 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.

Work Order – An itemized list of Work locations, bid items, and quantities prepared by the City and issued to the Contractor in advance of each mobilization.

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 City Council 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, 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 therefor.

2-5 THE CONTRACTOR’S EQUIPMENT AND FACILITIES

The following sentence shall be added at the end of Subsection 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 may be 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 2-11 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 Subsection 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 section 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 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

Add Subsection 2-7.1.1 as follows:

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.: E1282-23C

DESCRIPTION: ANNUAL TRAFFIC MARKING PROJECT

TO: Construction Company, Inc.

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

SUMMARY OF CHANGES		
Description (Detailed Explanation Attached)	Change in Contract Price¹	Change in Work Days
1.	\$0.00	
2. Adjustment in Final Bid Quantities	\$0.00	
Net Change in Contract Price and Work Days	\$0.00	

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

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

SUMMARY OF ALL CHANGE ORDERS

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

SUMMARY OF WORKING DAYS

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



CHANGE ORDER DETAIL

Change Order No.: 1 (Final)

Project No.: E1282-23C

Description: ANNUAL TRAFFIC MARKING PROJECT

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

Item No. 1:

A. Reason for Change:

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

B. Description of Change:

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

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

C. Change in Contract Cost:

Add \$0.00

D. Change in Completion Date:

Add Y Working Days

Item No. 2:

A. Reason for Change:



B. Description of Change:

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

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

C. Change in Contract Cost:
Add \$0.00

D. Change in Completion Date:
No Change.

SIGNATURE PAGE TO FOLLOW:



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

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

Ordered: _____
Public Works Director

Date: _____

Concurred by: _____
City Engineer

Date: _____

Concurred by: _____
Project Manager

Date: _____

Acceptance by the Contractor:

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

Name: _____

Date: _____

Title: _____



CHANGE ORDER PROPOSAL FORM

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

Date _____

CCO Proposal No. _____ Contractor _____

Item No. _____ Location _____

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



CHANGE ORDER PROPOSAL FORM

2-11.2(b) LABOR COST REPORT Date

Date _____

CCO Proposal No. _____ Contractor or Subcontractor _____

Item No. _____ Location _____

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

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

Total labor/overhead/profit.....\$ _____

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

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

Total.....\$ _____



CHANGE ORDER PROPOSAL FORM

2-11.2(c) LABOR RATES REPORT Date

Date _____

CCO Proposal No. _____ Contractor or Subcontractor _____

Item No. _____ Location _____

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



CHANGE ORDER PROPOSAL FORM

2-11.2(d) MATERIAL COST REPORT

Date _____

CCO Proposal No. _____ Contractor or Subcontractor _____

Item No. _____ Location _____

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

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

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

Total material/overhead/profit\$ _____

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

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

Total.....\$ _____



CHANGE ORDER PROPOSAL FORM

2-11.2(e) EQUIPMENT COST REPORT

Date _____

CCO Proposal No. _____ Contractor or Subcontractor _____

Item No. _____ Location _____

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

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

Total equipment/overhead/profit \$ _____

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

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

Total..... \$ _____



CHANGE ORDER PROPOSAL FORM

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

Date _____

CCO Proposal No. _____ Contractor or Subcontractor _____

Item No. _____ Location _____

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

NOTE: An itemized list of materials, manufacturers, serial numbers, invoices, and other pertinent date 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

- 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 an 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:
- 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: _____ Date: _____
Public Works Director

Concurred by: _____ Date: _____
City Engineer

Concurred by: _____ Date: _____
Project Manager



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: _____ Date: _____
Public Works Director

Concurred by: _____ Date: _____
City Engineer

Concurred by: _____ Date: _____
Project Manager

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.

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 3 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 its own arrangements for storing its equipment and materials 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. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned. 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, construction equipment, and temporary structures and facilities used during construction. 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 this section and Section 5-7 of the Standard Specifications and these

General Provisions, the Contractor is responsible for Project site maintenance and for public convenience and safety. Payment for compliance with these provisions is considered as included in the prices bid for other contract items.

The City, however, to maintain good public relations, may deem it necessary to require special Project site maintenance, and public convenience and safety actions and work to be performed by the Contractor that are over and above those required by the provisions of Section 3-12 and Section 5-7 of the Standard Specifications and these General Provisions.

These actions and work shall be as directed by the Engineer in writing and payment for compliance therewith shall be on a cost plus basis for extra work per Section 7-4 of the Standard Specifications and applied against the not-to-exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."

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

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

3-12.2 Air Pollution Control

The following paragraphs shall be added at the end of Section 3-12.2:

Dust control shall be performed in accordance with South Coast Air Quality Management District (SCAQMD) Rule 403, and this subsection.

Dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way, shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent its operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust or dirt accumulations generated by the Contractor's operations shall be cleaned and removed by the Contractor from all areas as designated by the Engineer. Areas to be cleaned shall include, but not be limited to swimming pools, interiors of any structures including residences and places of business, exteriors of any structures including roofs, patios, driveways, and any other areas as required. Where necessary, the Contractor shall retain a professional cleaning service for the cleaning of swimming pools, and the interior and exterior of structures. The cost for cleaning and removal of dust or dirt shall be at the Contractor's expense and no additional compensation will be made therefor.

Water for use in dust control shall, at the option of the Contractor, be potable or non-potable. Non-potable water shall consist of reclaimed waste water or non-potable water developed from other sources.

Unless otherwise permitted by the Engineer or unless all the water is applied by means of pipe lines, at least one mobile unit with a minimum capacity of 3700 L (1,000 gallons) shall be available

for applying water on the project at all times.

Chemical additives or binder may be used in water for compaction or dust palliative. If such additives are used, furnishing and applying the additives shall be at the Contractor's expense.

The right is reserved by the Engineer to prohibit the use of a particular type of additive, to designate the locations where a particular type of additive may not be used, or to limit the amount of a particular type of additive to be used at certain locations, all if the Engineer has reasonable ground for believing that such use will in any way be detrimental. The additive or binder shall be either miscible in water or be some form of material that is directly applied to the surface without mixing with water.

Additives or binders that are miscible in water shall be either a resin emulsion, an SS1 type asphaltic emulsion, materials composed essentially of lignin sulfonate, or any other binder that is miscible in water in the proportions provided herein is non-corrosive, and is effective as a dust palliative.

Resin emulsion shall be composed of from 57 percent (57%) to 63 percent (63%) of semi-liquid petroleum resin and the remainder water to which a suitable emulsifying agent has been added. The resin emulsion shall be readily miscible with water and when diluted with any hard water in the proportions of one part of emulsion to 10 parts water shall show no signs of breakdown or separation of the petroleum resin base. Resin emulsion, which has been stored in closed containers at temperatures above freezing for a period up to 3 months, shall show no signs of separation. Any resin emulsion which has been stored for more than 3 months shall not be used until tested and approved.

SS1 type asphaltic emulsion shall conform to the provisions in Subsection 203-3, "Emulsified Asphalt."

Additives or binders that are miscible in water shall be mixed with additional water at the rate of from 4 to 19 parts of water to one part of binder, the exact rate to be determined by the Engineer. Mixing shall be accomplished by placing the binder and water in the spreading equipment simultaneously or by some other mixing method that will produce equivalent results.

The resulting mixture shall be applied with pressure type water distributor trucks equipped with a spray system or pressure type asphalt distributors at an approximate rate of from 0.9- to 3.6 L/m² (0.2 to 0.8 gallons per square yard).

Additives or binders that are directly applied to the surface without mixing with water shall be applied with equipment approved by the Engineer. The binder shall be applied at a rate of from 0.4- to 1.1 L/m² (0.10 to 0.25 gallons per square yard).

The exact rate and number of applications of binders will be determined by the Engineer.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefor. No adjustment of compensation will be made for any increase or decrease in the quantity of dust control required, regardless of the reason for such increase or decrease.

Full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right of way 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.

3-12.4 .2 Storage in Public Streets

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.

3-12.6 Water Pollution Control

The following paragraphs shall be added at the end of Section 3-12.6:

If the Contractor uses reclaimed waste water in the work, the sources and discharge of reclaimed waste water shall meet the California Department of Health Services Water Reclamation Criteria and the Regional Water Quality Control Board requirements. The Contractor shall obtain either a waste water discharge permit or a waiver from the Regional Water Quality Control Board. Copies of permits or waivers from the Regional Water Quality Control Board shall be delivered to the engineer before using reclaimed waste water in the work.

Water shall be applied in the amounts, at the locations, and for the purposes designated in the Special Provision and these Specifications, and as ordered by the Engineer.

Water for compacting embankment material, sub-base, base and surfacing material, and for laying dust, shall be applied by means of pressure-type distributors or pipe lines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water. All equipment used for the application of water shall be equipped with a positive means of shut-off.

The following paragraphs shall be added at the end of Section 3-12.6.1:

The Contractor shall provide to the City its Water Pollution Control Plan (WPCP) both in hardcopy and pdf format, for review by the City Engineer.

Full compensation for preparation, administration, and all other work related to required fees, construction and all other related costs shall be considered as included in the bid for Stormwater Control, BMPs, NPDES Compliance, and Permit.

Replace Subsection 3-12.6.2 with the following:

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Stormwater Quality Association's: Stormwater Best Management Practice Handbook Portal: Construction. The publication is available from CASQA.

The Contractor shall have a minimum of two (2) readily accessible copies of the handbook on the Work site at all times. The Contractor shall implement BMPs appropriate for each construction operation in accordance with the recommendations provided in the handbook.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for contractor activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or construction operation that may produce run-off, and whenever run-off from other sources may occur.

The City, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, the Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the appropriate BMPs and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the Contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the appropriate BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the price bid for Mobilization.

The Contractor must submit the initial WPCP document (2 hard copies and one pdf copy) to the City no later than fifteen (15) working days following the approval by the City Council of the Contract. The City will review the WPCP within seven (7) calendar days. Should revisions be required, the Contractor shall again submit 2 hard copies and one pdf copy of the revised WPCP. The City may take up to three (3) working days to re-review each revision.

If, during construction operations, field conditions change in a manner which, in the opinion of the Engineer, significantly deviates from how the WPCP, as approved by the City, addressed the current construction operation, the Engineer may direct the Contractor to revise the current construction operation and/or the WPCP. Such directions will be made in writing and will specify the items of work for which the WPCP is inadequate. No further work on these items will be permitted until the Contractor revises the construction operations to the satisfaction of the Engineer and/or until the Contractor submits a revised WPCP and receives City approval. The Engineer will notify the Contractor of the acceptance or rejection of the revised WPCP within seven (7) working days from the date of submittal.

Full compensation for preparation of the WPCP, all revisions to the WPCP, and all other related costs shall be considered as included in the bid price for Mobilization.

3-13 COMPLETION, ACCEPTANCE AND WARRANTY

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

3-13.2 Acceptance

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

Provisions, and the Special Provisions, and all of the following items have been received by the Engineer:

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

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

3-13.3 Warranty

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

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

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor’s obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

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.

4-1.1 Property Rights in Materials

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

4-2 PROTECTION

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

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

4-4 TESTING

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

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

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

4-6 TRADE NAMES

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

4-9 RECYCLING OF MATERIALS

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

4-9.2 Contractor's Obligation

The City is committed to a recycling program. It is the obligation of the Contractor, under the Contract, to recycle waste material through an approved recycling plant. Records and reports of waste recycle, including scale tonnages, will be submitted to the City on a regular monthly basis. Failure to comply with the requirements of this Section will result in delay of progress payment.

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

5-3.1.1 Public Work

Subsection 5-3.1.1 is hereby added to the Standard Specifications as follows:

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

5-3.2.1 Copies of Wage Rates

Subsection 5-3.2.1 is hereby added to the Standard Specifications as follows:

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

Subsection 5-3.2.2 is hereby added to the Standard Specifications as follows:

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

Subsection 5-3.2.3 is hereby added to the Standard Specifications as follows:

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

5-3.3 Payroll Records

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

5-3.4 Hours of Labor

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

5-3.5 Apprentices

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

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.6 Registration with the DIR

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

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

5-3.7 Compliance Monitoring and Posting Job Sites

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

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor

shall post job site notices, as prescribed by regulation.

5-3.8 Subcontractors

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

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

5-3.9 Prevailing Wage Indemnity

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

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

5-4 *INSURANCE*

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

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

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

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

5-4.1.1 Acceptability of Insurers.

The insurance policies required under this Section 5-4 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 5-4.

5-4.1.2 Additional Insured.

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

5-4.1.3 Primary and Non-Contributing.

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

5-4.1.4 Contractor's Waiver of Subrogation.

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

5-4.1.5 Deductibles and Self-Insured Retentions.

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

5-4.1.6 Cancellations or Modifications to Coverage.

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

5-4.1.7 City Remedy for Noncompliance.

If the Contractor does not maintain the policies of insurance required under this Section 5-4 in full force and effect during the term of the Contract, or in the event any of the Contractor's policies do not comply with the requirements under this Section 5-4, the City may either immediately

terminate the Contract or, if insurance is available at a reasonable cost, the City may, but has no duty to, take out the necessary insurance and pay, at the Contractor's expense, the premium thereon. The Contractor shall promptly reimburse the City for any premium paid by the City or the City may withhold amounts sufficient to pay the premiums from payments due to the Contractor.

5-4.1.8 Evidence of Insurance.

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

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

Where the Contractor has entered into an agreement with a Professional Employment Organization (PEO) to provide human resources, workers' compensation insurance, or other benefits to the Contractor's employees, the Contractor must also submit the agreement with the PEO. If the evidence of insurance submitted by the Contractor pursuant to this Section 5-4 evidences that the insurance is provided by the PEO, all such PEO-provided insurance coverages and indemnities must comply with the requirements of these Contract Documents.

5-4.1.9 Indemnity Requirements not Limiting.

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

5-4.1.10 Subcontractor Insurance Requirements.

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

5-4.1.11 Replacement Insurance

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

5-4.1.12 Subcontractors

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

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

5-4.2 General Liability Insurance

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

5-4.3 Workers' Compensation Insurance

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

5-4.4 Automobile Insurance

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

5-4.5 Insurance Requirements not Limiting

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

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

5-4.6 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. No open excavation will be permitted to extend into a weekend or holiday.

5-8 *INDEMNIFICATION*

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

5-8.1 Contractor's Duty.

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that the Contractor shall bear the legal liability thereof) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. The Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

5-8.1.1 Taxes and Workers' Compensation

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

5-8.1.2 Subcontractor Indemnity Agreements

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

5-8.2 Workers' Compensation Acts not Limiting.

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

5-8.3 Insurance Requirements not Limiting.

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

5-8.4 Survival of Terms.

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

5-8.5 Civil Code Exception.

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

5-8.6 Nonwaiver of Rights.

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

5-8.7 Waiver of Right of Subrogation.

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

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

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

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

The contractor shall mobilize and complete the requested work within 20 working days from issuance of each Work Order. Liquidated damages may be charged daily if work is not completed within the 20 working days.

The Contractor must submit a construction schedule to the Engineer for review and approval 5 Working Days after receiving a Work Order. 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.

In the event of revised operations, monthly progress payments shall be contingent upon the receipt of updated construction schedules.

6-1.1.1 Pre-Construction Conference

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

Pre-construction conferences will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and/or 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 Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 3) Processing applications for payment.
- 4) Maintaining record documents.
- 5) Critical Work sequencing.
- 6) NPDES requirements, if any.
- 7) Field decisions and Change Orders.
- 8) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 9) Major equipment deliveries and priorities.
- 10) Traffic control.
- 11) 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 weekly "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 or cancelled by the City.

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. The payment deduction is in addition to the City's right to suspend work per Section 6-6 of the General Provisions.

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.

Should any agency or utility company's work result in delays to the Contractor's work schedule, the Contractor shall be entitled only to an equivalent extension of time for the completion of the contract, and shall not be entitled to damages due to downtime and idled equipment or additional payments over and above the agreed upon unit prices.

Should the Contractor be delayed by the City, and such delay could not have been reasonably foreseen or prevented by the Contractor, the Engineer will determine the extent of the delay, the effect on the project, and any extension of time.

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 \$162 per day.

SECTION 7. MEASUREMENT AND PAYMENT

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

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

Subsection 7-2.1 shall be added as follows:

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.

7-3.2.1 Monthly Closure Date and Invoice Date

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

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

7-3.2.2 Payments

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

The City shall make payments within 30 Working Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven Working Days after receipt, and shall explain in writing the reasons why the payment request is not proper. Acceptance by the Contractor of the payment made in accordance with the final estimate shall be a release to the City, its officers, agents, and employees excepting only claims against the City for any amount withheld by it at the time of such payment.

7-3.2.3 Retention

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

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

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

7-3.2.4 Final Invoice and Payment

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

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

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

7-3.2.5 Substitute Security

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

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent

at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7-3.2.5.1 Substitution of Securities for Performance Retention

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

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

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

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

7-3.2.5.3 Subcontractor Entitlement to Interest

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

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

7-3.2.5.4 Securities Eligible for Investment

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

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

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

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

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

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

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

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

7-3.5.2. Increases of More than 25 Percent

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

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

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

7-3.5.3 Decreases of More than 25 Percent

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

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

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

7-3.5.4 Changes for Items Not Covered by Unit Prices

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

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

7-4 PAYMENT FOR EXTRA WORK

7-4.1 General

Add the following at the end of Subsection 7-4.1

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

7-4.2.1 Labor

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

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

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

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

7-4.2.2 Materials

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

If the Contractor does not furnish satisfactory evidence of the cost of the materials from the actual supplier thereof within **10** 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 8 of the Standard Specifications, unless specifically noted below.

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.

SECTION 9. CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT PLAN – NOT USED

Refer to 4-9 RECYCLING OF MATERIALS

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.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

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.

All driveway access must remain open at all times. With the approval of the Engineer, flaggers

may be used during work hours. Outside work hours steel plate texture pin in-place or other measures may be utilized to facilitate full unrestricted access. All streets and alleys must be plated, cleaned up, and ready for traffic at the end of each workday, unless otherwise allowed by the City Engineer.

Vehicular and pedestrian access to adjacent properties shall be provided at all times. Closed sidewalks shall be posted with "SIDEWALK CLOSED" signs at each approach to the closure and an approved alternative route provided with directional signs.

10-8 WORKING DAYS AND HOURS

The Contractor shall do all Work between the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.

Streets within the limits of work may be classified as collector or above (including, but not limited to, 15th Street, Highland Avenue, Rosecrans Avenue, Marine Avenue, Manhattan Avenue, Manhattan Beach Boulevard), and shall have all travel lanes open between 5:00 a.m. and 8:30 a.m. and between 3:30 p.m. and 9:00 p.m. One travel lane in each direction shall be open at all times between 8:30 a.m. and 3:30 p.m. unless otherwise indicated on plans or approved by City Engineer. With the approval of the Engineer, flaggers may be used if one lane in each direction cannot be kept open. All traffic lanes shall be open before and after work hours.

Construction work within any designated safe route pedestrian pathways:

No travel lanes, pedestrian crossings or other means of accessibility to any school facilities shall be disturbed by construction activities between 7:30 AM to 8:30 AM and 1:30 PM to 3:30 PM on school days unless otherwise approved by the City Traffic Engineer. Contractor shall coordinate all work in the vicinity of schools with the school administrators to minimize construction impacts on special dismissal and event days.

No Work will be allowed on Saturday, Sunday or City holidays listed on the City's website unless specifically mentioned in the Contract Documents or authorized by the City Engineer.

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

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

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

The Contractor and all Subcontractors for the Work shall comply with all applicable Federal, State, Los Angeles County, and City statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention. This requirement specifically includes, without limitation, compliance with the “Revised Emergency Temporary Standards” issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on May 6, 2022 and as may be amended from time to time by the Department.

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

PART 2 - CONSTRUCTION MATERIALS

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 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 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS

314-4.1 General

Add the following:

The Contractor shall protect his work until it is thoroughly dried and completed.

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 within the right-of-way 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 or as required by the plans and specifications. 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.

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

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to Contractor's operations, all shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawn areas shall be re-sod or reseeded and covered with suitable mulch. Plants shall be replaced with the same materials and similar in size. Parkway fill materials shall be Class A topsoil. Repairs to damaged irrigation lines or sprinkler heads shall be made within 48 hours.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

Contractor is responsible for clean-up of any debris on, around, or in the manholes or valve covers.

400-3 PAYMENT

Replace the entire subsection with the following:

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, or to otherwise avoid survey markers, monuments, and benchmarks, and to remove the covering and/or asphalt concrete after operations have been completed.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid, and no additional compensation will be allowed therefor

SECTION 401 – REMOVAL

401-5 Other Improvements

Add the following:

If any trees, shrubbery, lawns or their plants die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations, the Contractor shall replace it with the same plant species and size. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

Damaged or injured plants shall be removed and recycled through green waste processors.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to completion of the work. Replacement plants shall be watered by the contractor as necessary to maintain the plants in a healthy condition.

SECTION 402 - UTILITIES

402-1 LOCATION

Add the following:

The Contractor shall be responsible for preserving the integrity of the existing overhead and underground utilities at the site. 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 be solely responsible for the cost of repair for any such damage to the 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.

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.

402-6 *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:

The Contractor shall coordinate work schedule with the school district for pick-up and drop-off of school children, waste disposal collection, street sweeping, MTA Bus Stops and Zones Dispatcher, the postal service to ensure delivery of mail, and churches for weekly or special activities. The local traffic consists of, but is not limited to, residences, church congregations, post offices, meter readers, transit operators, trash pickup, school buses, and emergency vehicles. The Contractor shall provide a smooth travel way and either a flagger and/or signing to direct traffic.

Access to mailboxes shall be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up services shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the Engineer.

The Contractor shall obtain a Manhattan Beach City Permit for work performed in the right-of-way, and provide the City with evidence of insurance coverage in compliance with section 5-4 "Insurance" in the General Provisions of the Specifications for this project. Furthermore, the Contractor shall notify the Public Works Inspector at (310) 802-5341, at least 72 hours prior to any construction in right-of-way. At least 72 hours in advance of closing, partially closing or reopening, any street, alley, sidewalk or other public thoroughfare, the Contractor shall notify the Police, Fire, Traffic and Engineering Department and affected residents and business owners. Deviations must first be approved in writing by the Engineer. Fire and Police Dispatch can be reached at (310) 545-4566 prior to starting work or closing lanes/streets every day. 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.

The Contractor shall maintain the construction site during non-working hours in a secure, clean, and safe condition. The Contractor shall be available for immediate mitigation measures should the City Engineer decide that appropriate action is necessary during non-working hours.

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. Overnight and long terms street closures can only be approved by City Council, which will require a minimum 8 week lead time. The Contractor shall make provisions to allow local traffic access to the closed streets.

Vehicular access to hospital, business, school, and church driveways shall be maintained at all times during construction. Unless the Contractor makes other arrangements satisfactory to the Engineer and the owners, the following shall also apply to business establishments: a) For each establishment (such as, but not limited to, gas stations, markets and other "drive in" businesses) on the corner of an intersection which has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access to at least one driveway on each intersecting street unless otherwise approved in writing by the Engineer. b) For each establishment (such as but not limited to motels, parking lots and garages) which has a one way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to both the entrance driveway and the exit driveway.

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.

Unless otherwise approved by the Engineer, the Contractor shall allow passage of public transit coaches through the Work area at all times. For the Metropolitan Transportation Authority (Metro), the Contractor shall notify the Stops and Zones Representative, (213) 922 5190, at least 48 hours prior to construction at bus stop zones to allow Metro to temporarily abandon and relocate bus stop zones within the construction area. Grade changes within the travelled way that exceed one inch and are to remain overnight shall be ramped with temporary asphalt concrete at a slope not to exceed 1:1. The roadway shall be cold milled and/or paved to full width at the end of each day.

Consistent with the City's Right-of-Way Permit, traffic signal actuation shall be maintained at all times.

The contractor shall protect and provide traffic control at Work locations for sufficient time to avoid blemishes, vandalism, or traffic damage to the surface. Repairs or replacements will be made at the contractor's expense to the satisfaction of the Engineer.

601-2 TEMPORARY TRAFFIC CONTROL PLAN.

601-2.1 General.

Replace the subsection with the following:

If directed by the Engineer, the Contractor shall prepare and submit a Traffic Control Plan (TCP).

The sheets of the TCP shall display the title, phase identification, name of the firm preparing the TCP, approval block for each jurisdictional agency, north arrow, sheet number, and number of sheets comprising the TCP. General notes and symbol definitions shall be included as appropriate.

The TCP shall graphically show the lists of street segments and street names, buffer spaces, lane configuration and lane width dimensions, advance signing, sign panel dimensions, striping details, transitions, vehicle and pedestrian detour routes and the figures for their typical WATCH application.

The TCP shall be drawn to a scale of 1 inch = 40 feet on common size plan sheets, either 11 inches x 17 inches or 2 feet x 3 feet, as dictated by the length of the Work. The TCP shall conform to the requirements listed in these Standard Specifications, Special Provisions, California MUTCD, and the Work Area Traffic Control Handbook, and shall be transmitted to the City for approval no later than 5 Working Days after receipt of the Work Order.

601-2.2 Payment.

Replace the subsection with the following:

Full compensation for compliance with the preceding TCP requirements shall be considered as being included in the unit price for the bid item to which it corresponds, and no additional compensation will be allowed therefor.

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. The Contractor shall patrol and monitor the Work site to ensure that the TTC devices are in-place, properly positioned, and operational. The Contractor shall ensure that TTC devices are repaired, replaced, and cleaned as necessary to preserve their appearance and visibility. TTC devices that are damaged shall be repaired or replaced.

601-3.5 Signs and Signage.

601-3.5.1 General.

Replace the third paragraph with the following:

Temporary “No Parking” signs will be furnished, placed, removed, and discarded by the City. The Contractor is to coordinate with the City for “No Parking” sign placement a minimum of 72 hours in advance.

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.

601-3.7.6 Flashing Arrow Signs.

Add the following:

For arterial and collector streets, the Contractor shall furnish and maintain solar-powered flashing arrow signs (FAS) during lane closures on arterial and collector streets. The City Engineer shall determine when FAS is required at any location. The cost of these signs shall be included in the unit prices bid for the particular items of work where such signs may be required.

FLASHING ARROW BOARD(S) ARE MANDATORY FOR LANE CLOSURES ON MAJOR STREETS. They shall operate until traffic control is removed.

601-4 TEMPORARY TRAFFIC STRIPING AND PAVEMENT MARKINGS.

601-4.1 General

Add the following:

The Contractor shall furnish and install all necessary striping, markings and plastic reflective pavement markers (white or yellow) to provide temporary pavement striping, markers and markings while construction operations are underway. The temporary pavement markers shall be placed ten (10) feet on center. The temporary striping, markers and markings shall be maintained until the permanent striping and markings are applied. The work to furnish, install and maintain ALL temporary striping, markers and markings shall be included under the various items of work.

601-4.2 Application

Add the following:

- i) Reflectorized (both sides) temporary self-adhesive markers, 4 in. wide, shall be applied to unstriped pavement surface before opening the travel way to public traffic. Reflectorized temporary yellow markers shall be used to delineate the centerline to separate opposing traffic. Reflectorized temporary white markers shall be used to delineate lanes of travel and placed in 24 in. intervals transverse to the road to delineate stop bars and limit lines. The reflectorized temporary markers shall be removed the same day the thermoplastic striping has been placed on the pavement. The removal of the markers shall be done such a way that the pavement is not damaged.

601-5 TRAFFIC LANE WIDTHS.

601-5.2 Lane Widths.

Replace the first paragraph with the following:

Unless otherwise specified or shown on the TCP, two-way vehicular traffic shall be maintained at all times within two (2) 10 ft. wide lanes on streets having an effective roadway width of 40 ft. or more with restricted parking. Other streets of lesser widths may be reduced to one (1) 12 ft. wide lane with work activity being limited to one side at a time, and the one-way vehicular traffic being

maintained at all times by properly trained and experienced flaggers. All lane closures shall have flashing arrow signs to provide additional, high level, advanced warning.

Failure of the Contractor to maintain the required lane widths per the Project Specific Scope of Work and Traffic Control of the Special Provisions will result in a permanent payment deduction of \$200 for each Incident that the Contractor fails to comply. An Incident is defined as the issuance of a written Correction Action Notice by the Engineer or his representative to the Contractor.

There will be a limit of one (1) Incident per four (4) hour time period and two (2) incidents per working day. The payment deduction is in addition to the City's right to suspend work per Section 3-12 of the General Provisions.

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

Refer to Part 4 Existing Improvements.

PART 8 - LANDSCAPE AND IRRIGATION (NOT USED)

Refer to Part 4 Existing Improvements.

PART 9 - SPECIAL INSTRUCTIONS

SECTION 1. GENERAL

The work to be performed or executed under these specifications consists of the removal, painting, and application of traffic striping, pavement markers, curb markings, and other incidental or necessary relevant work. The Contractor shall furnish all equipment, tools, labor, materials, traffic control, and incidentals necessary to complete traffic marking services. A separate Work Order will be issued for each mobilization requested by the City.

Each Work Order will contain a list of locations, as well as the type and quantity of traffic markings and/or markers required at each location. Manhattan Beach city limits are shown on the map provided in Appendix IV.

Contractor is advised that there are no major or minor bid items as described in Section 1 of the General Provisions. **For all work, the Contractor will be paid at the unit rates provided in the Bid, regardless of the quantities constructed.**

SECTION 2. SCHEDULE

2-1 NOTICE TO PROCEED / COMPLETION OF ALL WORK

Refer to General Provisions *Section 6-1.1 Construction Schedule* for the number of Working Days allotted to complete the work specified in each Work Order issued by the City.

Mobilization costs shall be included in the cost of the individual bid items, unless the dollar value of the Work Order is less than \$5,000, as further described in the Bid Item Description for 'Mobilization'.

SECTION 3. COORDINATION OF WORK

3-1 SEQUENCE OF WORK

Contractor shall submit to the City for approval Sequence of Work plans that minimize impacts to City businesses, residents, visitors, pedestrian access, and traffic flow due to the closures. The City shall approve Sequence of Work plans prior to each mobilization.

3-2 STAKEHOLDERS

The Contractor shall coordinate all Work within the vicinity of schools with the school district for pick-up and drop-off of children, special dismissal, and school event days.

Contractor shall work in close coordination with all impacted agencies, businesses, and residents

to ensure impacts are minimized during work.

The Contractor shall 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

Nicky Petroff, Senior Management Analyst (310) 802-5312
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 Felipe Barrera (310) 830-7100

STREET SWEEPING - SCA of CA

Notify Alejandra Farias (310) 538-6903

3-3 CONSTRUCTION STAGING AREA

Spoils from excavation shall be immediately removed from the project site. Overnight storage of materials removed or equipment shall not be permitted on the traveled roadway surface.

If necessary, the Contractor shall be responsible for securing a construction staging area for this project. Securing a staging area shall be considered as part of the cost of the individual bid items, and no additional compensation will be allowed therefor.

SECTION 4. DAILY REPORTS

The Contractor shall submit a completed Contractor's Daily Report to the City each working day by 5:30 p.m. The Contractor's Daily Report shall identify the full name of each person working onsite, the type of work performed, and duration the work is performed. The Contractor is responsible for including all members of the Contractor's crews and its subcontractors' crews. The Daily Report shall also describe the work completed, the quantities used for each bid item, and a detailed description of any incidents that may have occurred during the work day. All material delivery tickets and weight tickets for construction waste or recycling shall be submitted to the City with the Contractor's Daily Reports. Progress payments shall be contingent upon the receipt of the Contractor's Daily Reports and all supporting documentation described in this Section.

PART 10 - STANDARD AND SPECIAL TECHNICAL PROVISIONS

SECTION 1. METHYL METHACRYLATE (MMA)

All concrete street and road surfaces, including stripes, symbols, legends, and crosswalks striped or marked with Methyl Methacrylate (MMA) road marking material shall conform to the following properties:

1.0 SCOPE

1.1. This specification describes HPS®-6 98:2 Spray plural-component, liquid-applied Methyl Methacrylate (MMA) material and catalyst capable of full cure without external heat sources which shall comply with the latest Caltrans Standard Specifications Section 84, unless specified herein. The mixing ratio of the “paint” side in relation to the “catalyst” side shall be 98:2 by weight. Binder resins shall be 100% reactive, solvent-free, and shall exhibit excellent adhesion to both concrete and asphalt. These 98:2 formulations shall be designed for “legend and symbol” as well as “long line” SPRAY applications. Markings shall include a glass bead dressing for retro-reflectivity.

1.2. The MMA shall provide proper anchorage for retro-reflective glass beads when applied on a relatively smooth asphalt or concrete pavement surface; or when inlaid into concrete.

The MMA shall be free from all foreign materials that can clog screens, valves, pumps or equipment used in striping. The MMA shall show no evidence of excessive caking, settling, separation, or corroding of the container upon storage in the sealed container as received.

2.0 MATERIALS

2.1 This product shall not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolysable chlorine derivatives, ethylene based on glycol ethers and their acetates, nor any carcinogen as defined in 20-CFR 1910.1200. Volatile Organic Content shall be less than 50 grams per liter.

3.0 REQUIREMENTS

3.1. Pigment Composition

Pigments shall be first quality Methyl Methacrylate grade pigments and free of lead and chromium. The product shall be considered to be lead free if the dry film is tested according to ASTM D3335, and found to have a total lead concentration of less than 0.06%. The product shall be considered to be chromium free if the dry film is tested according to ASTM D3718 and found to be negative.

The dry film shall not become classified as a hazardous waste when tested according to EPA Method 1311 Toxicity Characteristic Leaching Procedure for all identified toxic metal concentrations. The bidder shall certify that the Methyl Methacrylate’s dry film is compliant to the TCLP toxic metal limits for Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, and Selenium.

The pigment for the white Methyl Methacrylate shall contain a minimum of 10% Titanium Dioxide meeting the requirements of ASTM D476 Type II. The inert or filler pigments must be of a type and quality generally recognized as first quality MMA grade products, and shall not contribute to the settling of the finished product upon storage.

The combination of all pigments used in the formulation of both the White and Yellow MMA shall show no significant changes in color due to metamerism. Significant changes are defined as the white taking on a gray color and the yellow taking on a white color when judged according to ASTM D4086 “Standard Practice for Visual Evaluation of Metamerism” between daylight illumination and nighttime illumination using headlights on a vehicle.

3.2. Binder Composition

The binder shall be 100% reactive, solvent-free, Methyl Methacrylate vehicle. Blends with other resins or liquid vehicles shall not be permitted. Binder resins shall be certified by the bidder and supplied by a company with commercial experience in the production, sales, and technical support of MMA reactive resins serving the road marking industry.

3.3. Solvents

The bidder shall furnish the name of the appropriate solvents used for clean-up of the Methyl Methacrylate. Contractor shall be solely responsible for the environmentally appropriate disposal of any and all solvents, resins, binders and fully compliant with all Federal, State, and Local rules, regulations, and ordinances governing disposal of such materials.

3.4. Product Characteristics

Parameter	White	Yellow	Test Methods 1
Weight per gallon (A)	13.5 +/- .5 lbs/gal	13.0 +/- .5 lbs/gal	ASTM D1475
Viscosity, Kneb Units	95-115	95-115	ASTM D562
Total Solids by Wt. (%)	> 99.0%	> 99.0%	
Total Solid by Vol. (%)	> 99.0%	> 99.0%	
TiO2 Rutile	10% minimum by weight	2.5% minimum by weight	ASTM D5381
Pot life at 25oC:	2 minutes minimum	2 minutes minimum	
No track at 77° F. (mix)	15 minutes max	15 minutes max	ASTM D711 2
Cure Time:	5 - 15 minutes	5 - 15 minutes	
Reflectance:	≥ 85 White	≥ 45 Yellow	
VOC (grams/liter):	50 maximum	50 maximum	40 CFR 59 Subpart D Appendix A
Adhesion	Min 200 psi or substrate failure	Min 200 psi or substrate failure	D4541 3
Shore Hardness	Min. 50D after 24 hours	Min. 50D after 24 hours	ASTM D2240
Skid Resistance	Initial 4 minimum 45	Initial 4 minimum 45	ASTM E303
Chemical Resistance	Cured markings shall be resistant to calcium chloride, sodium chloride, fuels, oils and UV effects		Cure 3 days – motor oil, diesel, ATF, salt, anti-freeze
Clean Up Solvent	Toluene / MEK	Toluene / MEK	
Clean Up Solvent, alt.	Acetone or Citrus Cleaner	Acetone or Citrus Cleaner	
Odor:	Typical strong acrylic/ester-like odor		
Bead Application Rate	Minimum 6 -10 lbs/100 ft ²	Minimum 6 -10 lbs/100 ft ²	
Dry Retro reflectivity	Initial 4 min. 250 mcd/lx/m ²	Initial 4 min. 175 mcd/lx/m ²	ASTM E1710

Footnotes:

1. The tests shall be conducted according to ASTM Methods, Federal Test Method Standard No. 141c, or if described separately in the indicated section of this specification.
2. Part A & B mixed, at 30 mil thickness.
3. Mixed at 30 mils thickness.
4. Initial to be defined as 3 -14 days after placement.

4.0 REQUIRED APPLICATION EQUIPMENT

4.1. Acceptable application equipment shall be “airless” in design and capable of applying SPRAY 98:2 MMA which meets the material characteristics listed in Section 3.4.

4.2. Manufacturer’s literature and MSDS for each product to be used shall be submitted to City for approval.

4.3. Manufacturer certification as to Contractor’s ability to apply product

5.0 APPLICATION PROPERTIES

5.1. Air and surface temperatures shall be in the range of 40° F. (4.4°C.) to 105° F. (40.5°C.) during installation and cure. Application temperatures outside this range can negatively effect product performance.

5.2. Relative humidity in the specific location of the installation shall be less than 85% and the surface temperature shall be at least 5° F. above the dew point.

5.3. The pavement shall be dry and rain-free 24 hours prior to installation.

5.4. Asphalt substrates shall be dry, clean and free of contaminants such as surface oils. Newly placed asphalt substrates shall be allowed to age a minimum of 14 days prior to application of Markings.

5.5. Concrete must be fully cured for a minimum of 28 days prior to installation of markings. Surface contaminants such as curing agents, membranes, bond breakers or laitance shall not be used in areas to be marked. Moisture content shall not exceed 0.5%.

5.6. Existing markings with a presence of 25% or more are also deemed contaminants and shall be removed. Placement of markings over existing methacrylates shall be allowed when surface inspection indicates a clean, dry, sound surface.

6.0 GLASS BEADS

6.1. Drop on glass beads shall be applied at a rate between 6 – 10 lbs/100 ft.2

6.2. Appearance – Beads shall be transparent, clean, dry, free flowing, free from air inclusions and foreign matter including carbon residue.

6.3. Type and Gradation – Bead type and gradation(s) shall be in accordance with the MMA manufacturer’s recommendation.

6.4. Coating- Drop on beads shall be coated with a Methacrylate compatible coupling agent. Other agents, moisture-proof or flotation coatings shall not be permitted.

6.5. Refractive Index – Beads shall have a refractive index of 1.5 or higher as required to meet the minimum retro reflectivity levels for the prescribed period.

7.0 BEAD SPECIFICATION

Long term retro reflectivity is most effective when the proper reflective media is used. Particular types, gradations, % rounds, and coatings have been tested and found to have superior performance when compared to “other” reflective media.

Rather than recommend a particular bead manufacturer or part number, the engineer and applicator shall confirm with the MMA manufacturer, which reflective product is currently the most effective.

Reflective media specifications are available upon request.

8.0 DELIVERY, STORAGE AND HANDLING

8.1. When on-site storage is required, all materials shall be delivered in original Manufacturer's sealed containers with all pertinent labels intact and legible.

8.2. Materials shall be kept in dry protected areas between 40° F. (4.4° C.) and 77° F. (25° C.) out of direct sunlight, protected from open flame and with all containers grounded. Hardener component shall be stored separately from other materials.

8.3. Manufacturer's specific label instructions and prudent safety practices for storage and handling shall be followed at all times.

8.4. The Material shall be suitable for use for six months after the date of receipt when stored in accordance with the Manufacturer's instructions.

****END OF SECTION****

**APPENDIX I
PROGRESS PAYMENT REQUEST FORM**

TO: CITY OF MANHATTAN BEACH
 Field Operations 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.								
16.								
17.								
18.								
19.								
20.								
21.								
22.								
	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 7-3.2.1

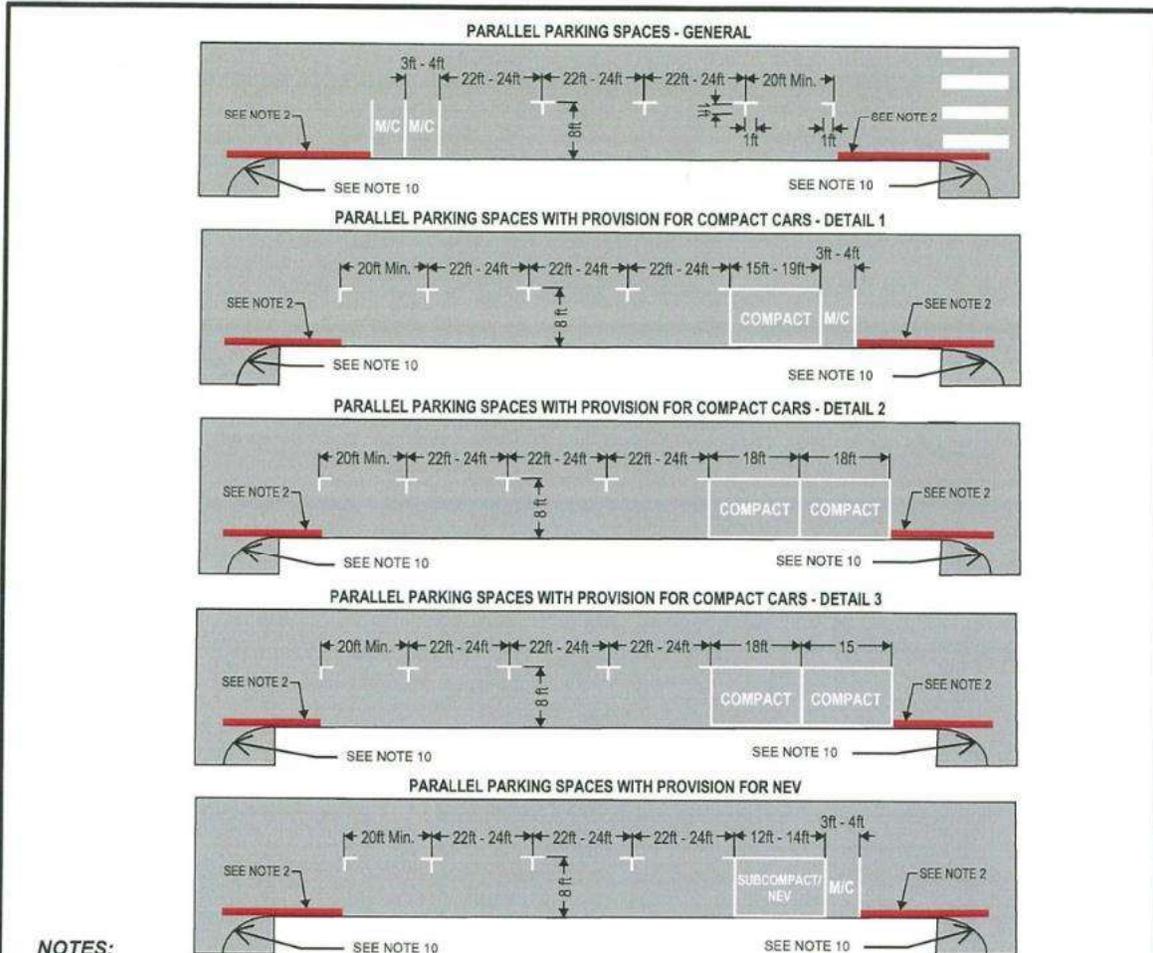
APPENDIX III
APPLICABLE STANDARD PLANS AND DETAILS

1. Manhattan Beach Standard Plans
 - MBSI-135-01 Parallel Parking Markings and Red Curbs
 - MBSI-174A-1 (ST-27) Continental Crosswalk Markings
 - MBSI-175A-0 Mid-block Crosswalk Standard Plan

2. Caltrans Standard Plans
 - A20A Pavement Markers and Traffic Lines Typical Details
 - A20B Pavement Markers and Traffic Lines Typical Details
 - A20C Pavement Markers and Traffic Lines Typical Details
 - A20D Pavement Markers and Traffic Lines Typical Details
 - A24A Pavement Markings Arrows
 - A24B Pavement Markings Arrows and Symbols
 - A24C Pavement Markings Symbols and Numerals
 - A24D Pavement Markings Words
 - A24E Pavement Markings Words
 - A24F Pavement Markings Crosswalks
 - A24G Pavement Markings Yield Lines, Limit Lines, and Wrong Way Details
 - A90A Accessible Parking Off-Street
 - A90A Accessible Parking On-Street

3. California Manual on Uniform Traffic Control Devices (CA MUTCD)
 - Figure 2C-13 (CA) California Object Markers
 - Figure 3B-102 (CA) Examples of Fire Hydrant Location Pavement Markers

APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS

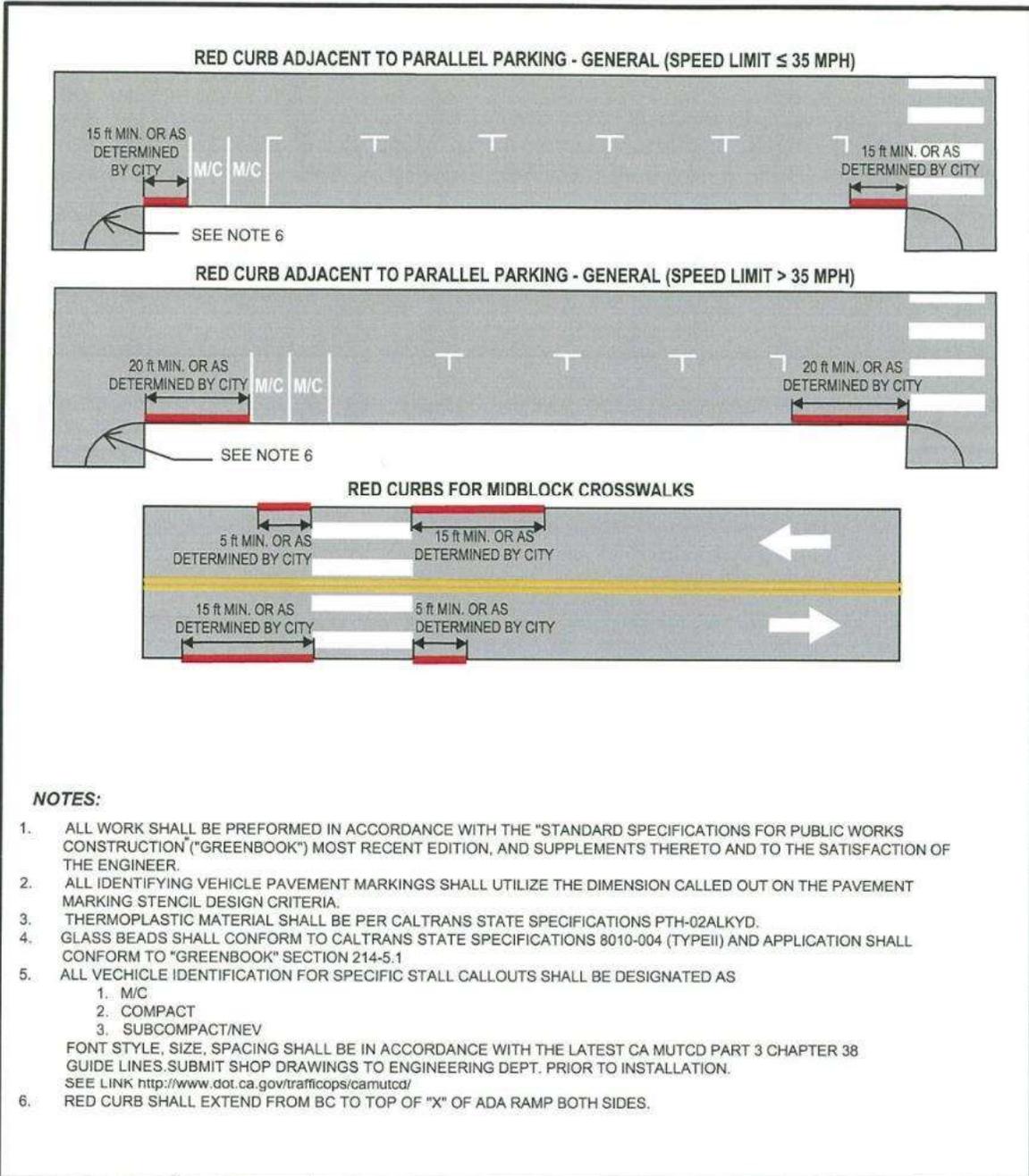


NOTES:

1. ALL WORK SHALL BE PREFORMED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION"("GREENBOOK") MOST RECENT EDITION, AND SUPPLEMENTS THERETO AND TO THE SATISFACTION OF THE ENGINEER.
2. NEV IS NEIGHBORHOOD ELECTRIC VEHICLE.
3. THE CITY MAY DETERMINE NOT TO STRIPE ANY PARKING SPACES AT CERTAIN LOCATIONS.
4. NO PARKING ZONE LENGTH DETERMINATION PER PAGE 2 OF THE CITY STANDARD.
5. NO PARKING ZONE LENGTH DETERMINATION MAY BE ADJUSTED DUE TO THE LOCATION'S SIGHT DISTANCE, LANE CONFIGURATION, PREVAILING SPEED, ETC.
6. ALL STALL MARKINGS SHALL BE 4-INCH WIDE WHITE LINES PER CA MUTCD.
7. TRAFFIC STRIPPING, CURBS,PAVEMENT MARKINGS AND PAVEMENT MARKERS SHALL BE PER "GREENBOOK" SECTION 214.
8. THERMOPLASTIC MATERIAL SHALL BE PER CALTRANS STATE SPECIFICATIONS PTH-02ALKYD.
9. GLASS BEADS SHALL CONFORM TO CALTRANS STATE SPECIFICATIONS 8010-004 (TYPEII) AND APPLICATION SHALL CONFORM TO "GREENBOOK" SECTION 214-5.1
10. RED CURB SHALL EXTEND FROM THE BC TO THE TOP OF "X" OF ADA RAMP BOTH SIDES.

	DATE REVISED	CITY OF MANHATTAN BEACH		
		DEPARTMENT OF PUBLIC WORKS		
		PARALLEL PARKING MARKINGS AND RED CURBS		
		APPROVED BY	1/11/19	STANDARD PLAN NUMBER
		PREM KUMAR, CITY ENGINEER	DATE	MBSI-135-01
			SHEET 1 OF 2	

APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS

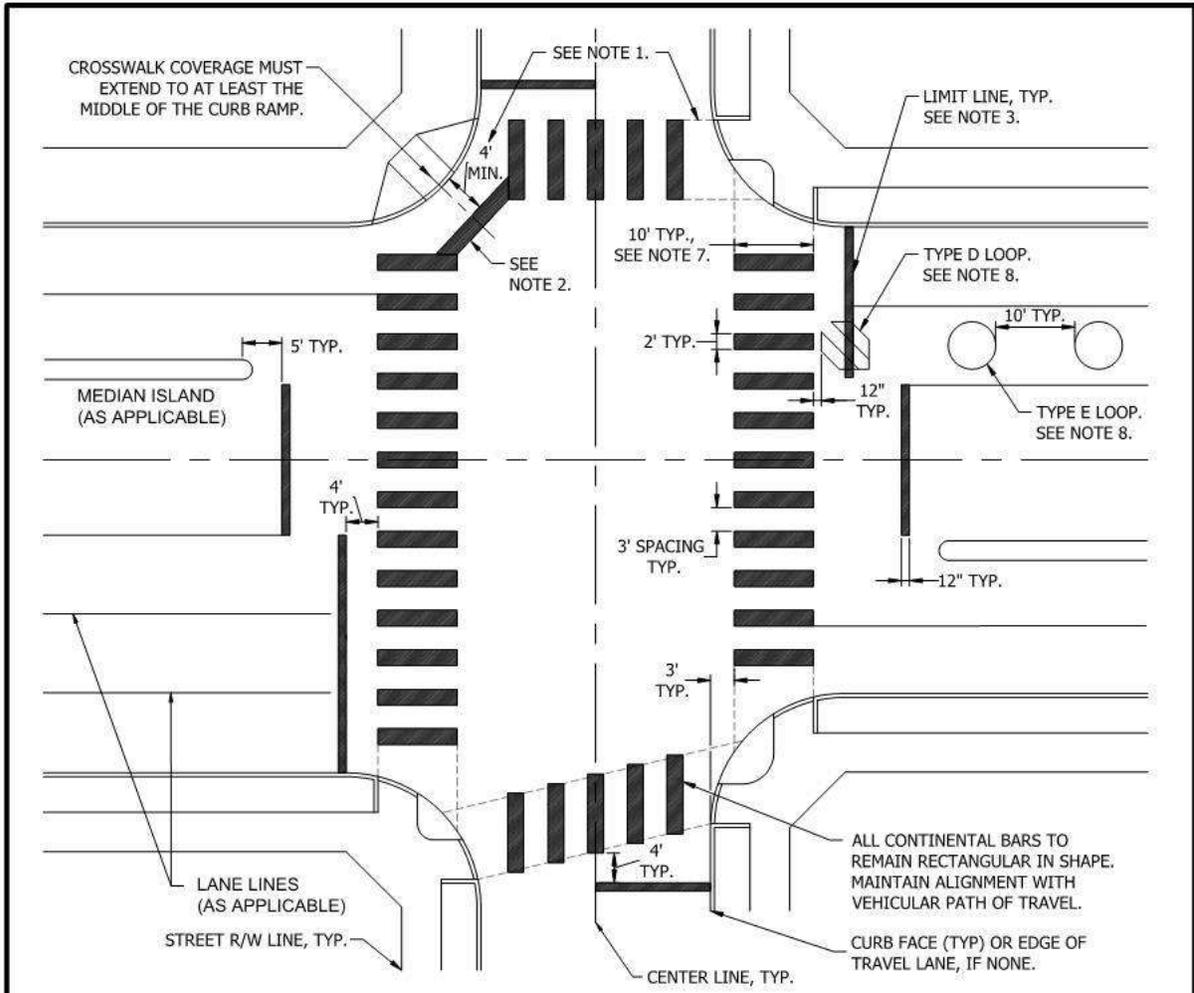


NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" ("GREENBOOK") MOST RECENT EDITION, AND SUPPLEMENTS THERETO AND TO THE SATISFACTION OF THE ENGINEER.
 2. ALL IDENTIFYING VEHICLE PAVEMENT MARKINGS SHALL UTILIZE THE DIMENSION CALLED OUT ON THE PAVEMENT MARKING STENCIL DESIGN CRITERIA.
 3. THERMOPLASTIC MATERIAL SHALL BE PER CALTRANS STATE SPECIFICATIONS PTH-02ALKYD.
 4. GLASS BEADS SHALL CONFORM TO CALTRANS STATE SPECIFICATIONS 8010-004 (TYPEII) AND APPLICATION SHALL CONFORM TO "GREENBOOK" SECTION 214-5.1
 5. ALL VEHICLE IDENTIFICATION FOR SPECIFIC STALL CALLOUTS SHALL BE DESIGNATED AS
 1. M/C
 2. COMPACT
 3. SUBCOMPACT/NEV
- FONT STYLE, SIZE, SPACING SHALL BE IN ACCORDANCE WITH THE LATEST CA MUTCD PART 3 CHAPTER 38 GUIDE LINES. SUBMIT SHOP DRAWINGS TO ENGINEERING DEPT. PRIOR TO INSTALLATION.
SEE LINK <http://www.dot.ca.gov/trafficops/camutcd/>
6. RED CURB SHALL EXTEND FROM BC TO TOP OF "X" OF ADA RAMP BOTH SIDES.

	DATE REVISED	CITY OF MANHATTAN BEACH	
		DEPARTMENT OF PUBLIC WORKS	
		PARALLEL PARKING MARKINGS AND RED CURBS	
		APPROVED BY	1/11/19
	PREM KUMAR, CITY ENGINEER	DATE	MBSI-135-01
			SHEET 2 OF 2

APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS



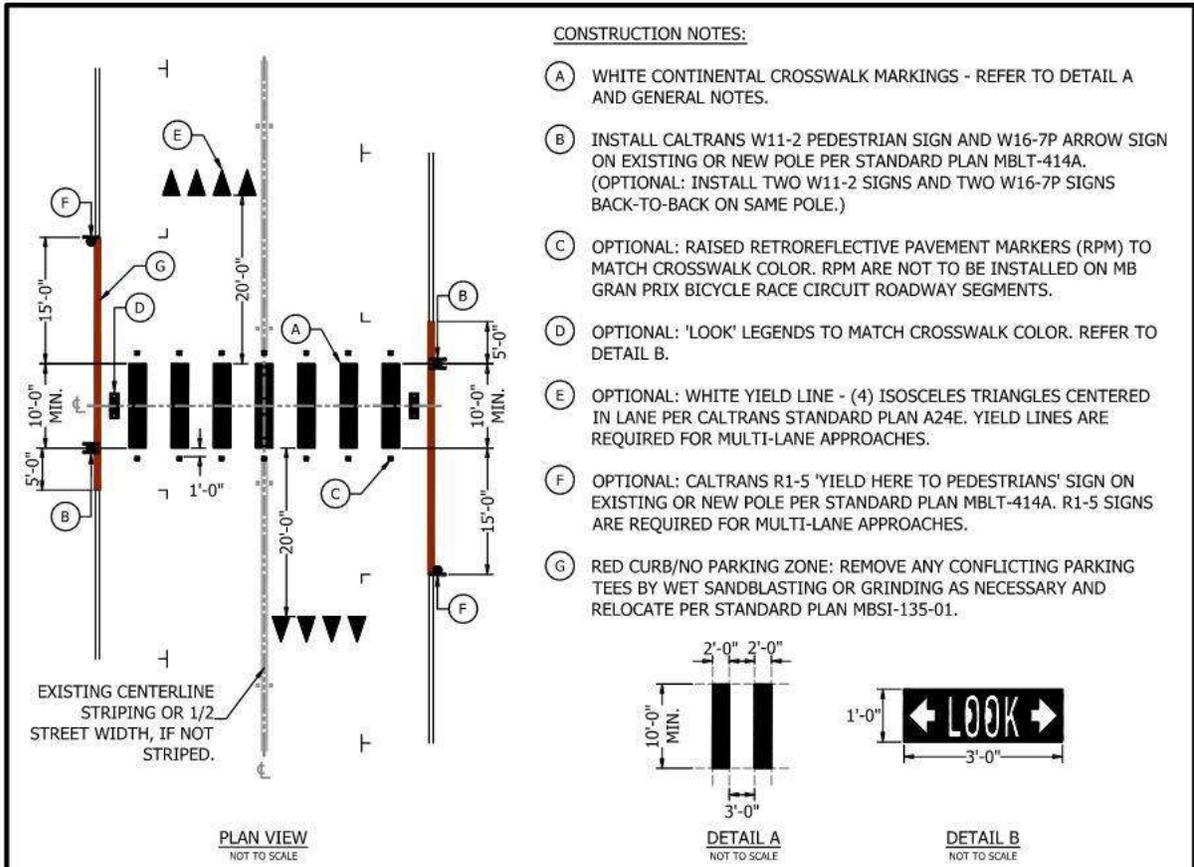
GENERAL NOTES:

1. CROSSWALKS SHALL BE ALIGNED WITH THE CURB RAMP TO PROVIDE A PEDESTRIAN PATH WIDTH OF 4 FEET MINIMUM.
2. AT LOCATIONS WHERE THE REQUIRED LANDING AT THE BASE OF A CURB RAMP DOES NOT FALL WITHIN THE PROJECTION OF THE OUTER LIMITS OF CROSSWALKS, ADD DIAGONAL MARKING AS SHOWN.
3. LIMIT LINES ARE REQUIRED AT ALL STOP AND SIGNALIZED APPROACHES. LIMIT LINES SHALL NOT BE USED AT UNCONTROLLED APPROACHES.
4. THERMOPLASTIC MATERIAL SHALL BE PTH-02ALKYD PER CALTRANS STANDARD SPECIFICATIONS.
5. GLASS BEADS SHALL BE 8010-004 (TYPE II) PER CALTRANS STANDARD SPECIFICATIONS.
6. CONTINENTAL CROSSWALK MARKINGS SHALL BE PARALLEL TO TRAFFIC AND SPACED TO AVOID WHEEL PATH.
7. CROSSWALK WIDTH MAY BE ADJUSTED BY ENGINEER TO ACCOUNT FOR PEDESTRIAN TRAFFIC VOLUME, RAMP LOCATION(S), AND/OR PEDESTRIAN PUSH BUTTON LOCATION(S). CROSSWALK WIDTHS TO BE IDENTIFIED ON PROJECT DRAWINGS.
8. WHERE SIGNAL DETECTION LOOPS ARE REQUIRED, FRONT LOOPS SHALL CONFORM TO TYPE D PER CALTRANS STANDARD PLAN RSP ES-5B. ADVANCE LOOPS SHALL CONFORM TO TYPE E PER CALTRANS STANDARD PLAN RSP ES-5B. DETECTION LOOPS TO BE INSTALLED PRIOR TO APPLICATION OF NEW ROADWAY MARKINGS AND STRIPING.
9. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, AND SUPPLEMENTS THERETO, AND TO THE SATISFACTION OF THE ENGINEER.
10. CONTRACTOR SHALL CATTRACK ALL STRIPING FOR CITY APPROVAL PRIOR TO FINAL STRIPING.

NOT TO SCALE

	DATE REVISED	CITY OF MANHATTAN BEACH	
	05/15/2019	DEPARTMENT OF PUBLIC WORKS	
	07/28/2021	CONTINENTAL CROSSWALK MARKINGS	
		APPROVED BY	STANDARD PLAN NUMBER
		 PREM KUMAR, P.E., CITY ENGINEER	MBSI-174A-1 (ST-27)
		07/29/2021 DATE	SHEET 1 OF 1

APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS



CONSTRUCTION NOTES:

- (A) WHITE CONTINENTAL CROSSWALK MARKINGS - REFER TO DETAIL A AND GENERAL NOTES.
- (B) INSTALL CALTRANS W11-2 PEDESTRIAN SIGN AND W16-7P ARROW SIGN ON EXISTING OR NEW POLE PER STANDARD PLAN MBLT-414A. (OPTIONAL: INSTALL TWO W11-2 SIGNS AND TWO W16-7P SIGNS BACK-TO-BACK ON SAME POLE.)
- (C) OPTIONAL: RAISED RETROREFLECTIVE PAVEMENT MARKERS (RPM) TO MATCH CROSSWALK COLOR. RPM ARE NOT TO BE INSTALLED ON MB GRAN PRIX BICYCLE RACE CIRCUIT ROADWAY SEGMENTS.
- (D) OPTIONAL: 'LOOK' LEGENDS TO MATCH CROSSWALK COLOR. REFER TO DETAIL B.
- (E) OPTIONAL: WHITE YIELD LINE - (4) ISOSCELES TRIANGLES CENTERED IN LANE PER CALTRANS STANDARD PLAN A24E. YIELD LINES ARE REQUIRED FOR MULTI-LANE APPROACHES.
- (F) OPTIONAL: CALTRANS R1-5 'YIELD HERE TO PEDESTRIANS' SIGN ON EXISTING OR NEW POLE PER STANDARD PLAN MBLT-414A. R1-5 SIGNS ARE REQUIRED FOR MULTI-LANE APPROACHES.
- (G) RED CURB/NO PARKING ZONE: REMOVE ANY CONFLICTING PARKING TEES BY WET SANDBLASTING OR GRINDING AS NECESSARY AND RELOCATE PER STANDARD PLAN MBSI-135-01.

GENERAL NOTES:

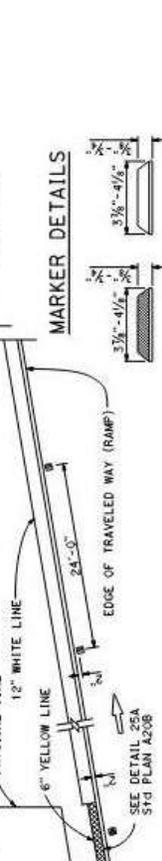
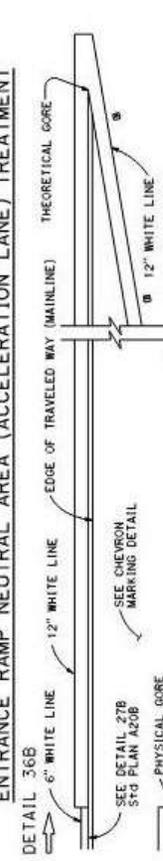
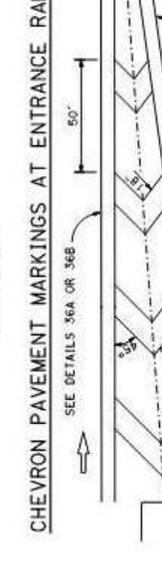
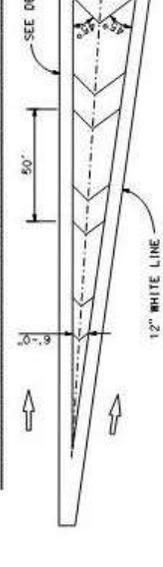
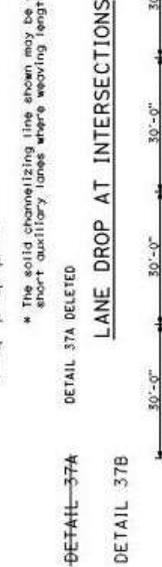
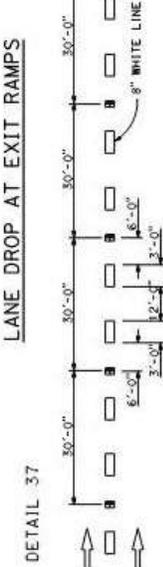
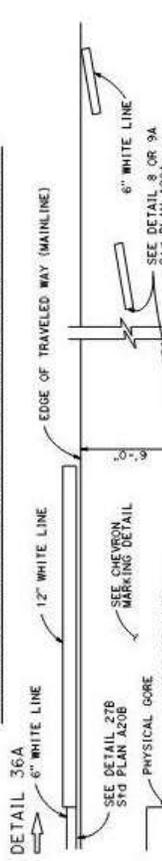
1. THIS MID-BLOCK CROSSWALK STANDARD SHOULD ONLY BE IMPLEMENTED AFTER AN ENGINEERING STUDY IS COMPLETED TO JUSTIFY ITS INSTALLATION AT THE PROPOSED LOCATION.
2. OPTIONAL SIGNS AND PAVEMENT MARKINGS SHALL ONLY BE INSTALLED AS DIRECTED BY THE CITY ENGINEER.
3. WHEN DESIGNATED AS A SCHOOL CROSSING, CONTINENTAL CROSSWALK MARKINGS SHALL BE TRAFFIC YELLOW INSTEAD OF WHITE AND SHALL INCLUDE INSTALLATION OF SCHOOL CROSSING SIGNS (SW-24), AS DIRECTED BY THE ENGINEER.
4. CONTINENTAL CROSSWALK MARKINGS SHALL BE PARALLEL TO TRAFFIC AND SPACED TO AVOID WHEEL PATH.
5. THE LOCATION OF SIGNS MAY BE ADJUSTED BY THE ENGINEER DUE TO THE LOCATION'S SIGHT CLEARANCE, PROXIMITY TO THE EXISTING POLES, ETC.
6. "NO PARKING ZONE" LENGTH DETERMINATION MAY BE ADJUSTED BY THE ENGINEER DUE TO THE LOCATION'S SIGHT DISTANCE, LANE CONFIGURATION, PREVAILING SPEED, ETC.
7. ANY EXISTING STRIPING (INCLUDING RAISED PAVEMENT MARKERS) OR PAVEMENT LEGENDS WHICH CONFLICT WITH THE APPROVED STRIPING PLAN SHALL BE REMOVED BY WET SANDBLASTING OR GRINDING. ANY GRINDING OF PAVEMENT MARKINGS SHALL BE DONE TO A SQUARE OR RECTANGULAR BLOCK SHAPE. ANY PAVEMENT OR RESURFACING IN THE OPINION OF THE CITY THAT HAS BEEN DAMAGED BY THE WORK SHALL BE REPAIRED TO THE CITY'S SATISFACTION, AT NO EXPENSE TO THE CITY. NO BLACKOUT OF STRIPING WILL BE ALLOWED.
8. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, AND SUPPLEMENTS THERETO AND TO THE SATISFACTION OF THE ENGINEER.
9. THERMOPLASTIC MATERIAL SHALL BE PTH-02ALKYD PER CALTRANS STANDARD SPECIFICATIONS.
10. GLASS BEADS SHALL BE 8010-004 (TYPE II) PER CALTRANS STANDARD SPECIFICATIONS.

	DATE REVISED	CITY OF MANHATTAN BEACH	
		DEPARTMENT OF PUBLIC WORKS	
		MID-BLOCK CROSSWALK STANDARD PLAN	
		APPROVED BY	 04/27/2021
	PREM KUMAR, P.E., CITY ENGINEER	DATE	MBSI-175A-0
			SHEET 1 OF 1

APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS

DIST. COUNTY	ROUTE	SHEET NUMBER	TOTAL SHEETS
REGISTERED CIVIL ENGINEER Luis J. Hsieh August 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA BY ITS OFFICER OF PUBLIC WORKS FOR AUTHORITY TO CONTRACTORS OF STANDARD COUNTY OF THIS PLAN SHEET.			

NOTES:
 Install a minimum of 1 chevron in the gore area, if at least 1 chevron will not fit into the gore area, do not install chevrons. Terminate chevron markings at physical gore.
 Gore area chevron pavement markings shown. For Exit and Entrance Ramp channelizing lines details, see Details 36, 36A, and 36B.



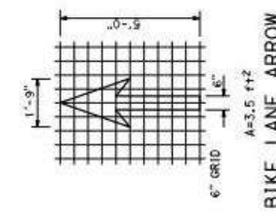
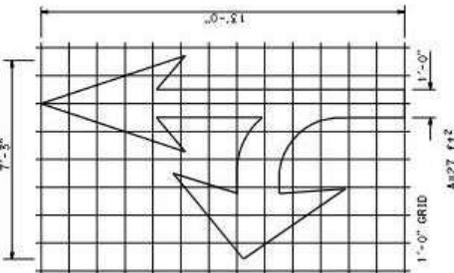
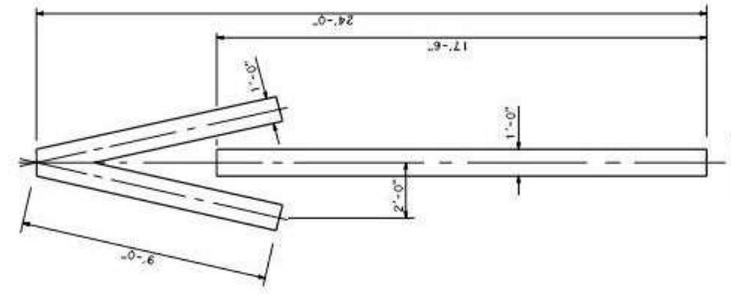
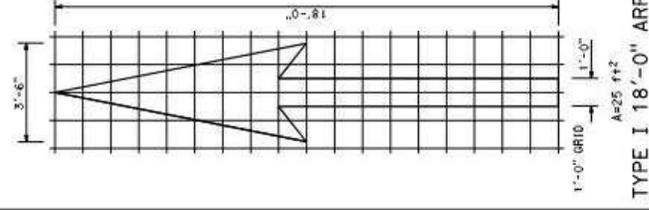
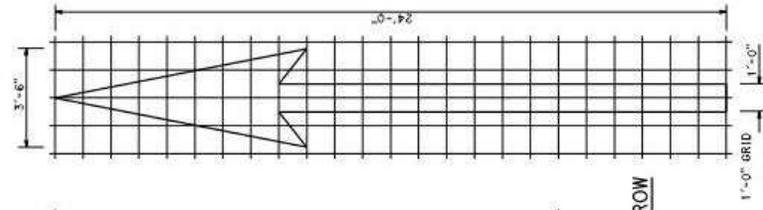
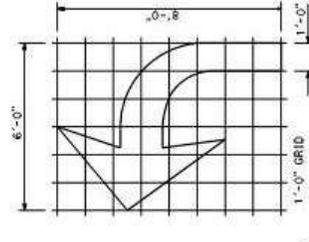
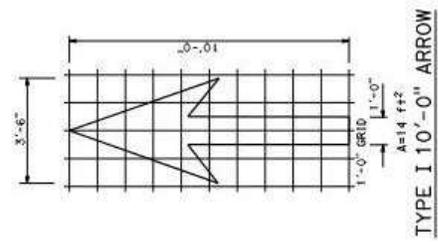
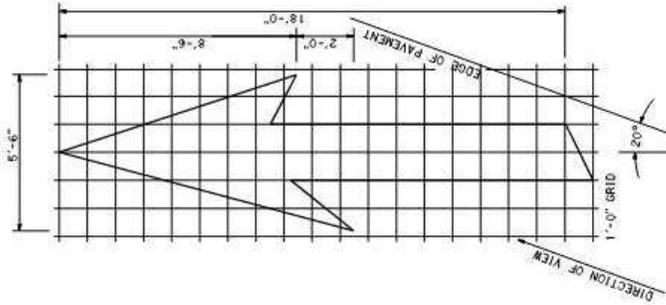
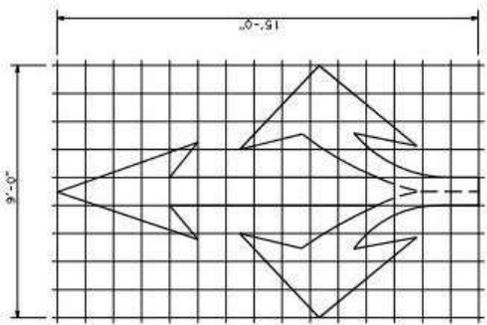
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS AND TRAFFIC LINES
 TYPICAL DETAILS**
 NO SCALE

A 20C

APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS

2022 STANDARD PLAN A24A

DISTRICT	COUNTY	ROUTE	POST MILE	SHEET TOTAL
				
REGISTERED CIVIL ENGINEER AUGUST 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE CORRECTNESS OF THIS PLAN SHEET.				



NOTE:
Minor variations in dimensions
may be accepted by the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
ARROWS
NO. SCALE

A24A

APPENDIX III
 APPLICABLE STANDARD PLANS AND DETAILS

2022 STANDARD PLAN A24C

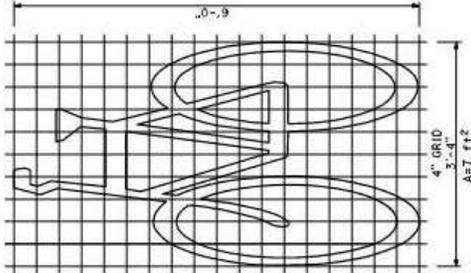
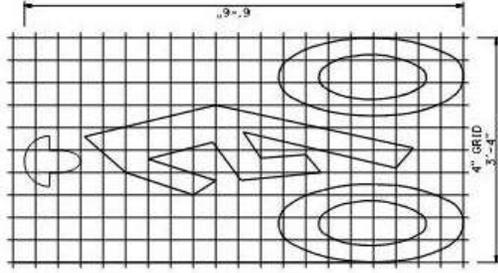
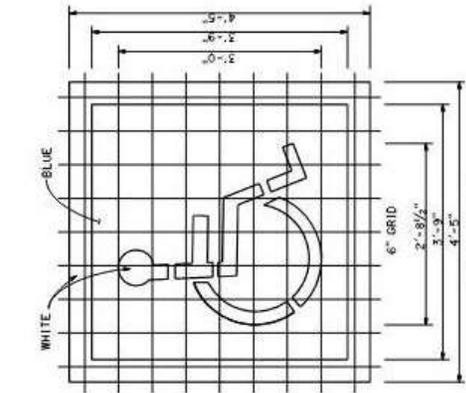
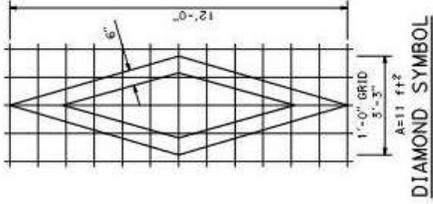
DIST	COUNTY	ROUTE	SHEET NUMBER	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
Luís Habas

August 1, 2022
 PLANS APPROVAL DATE

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 CONTRACT NO. _____
 SHEET NO. _____

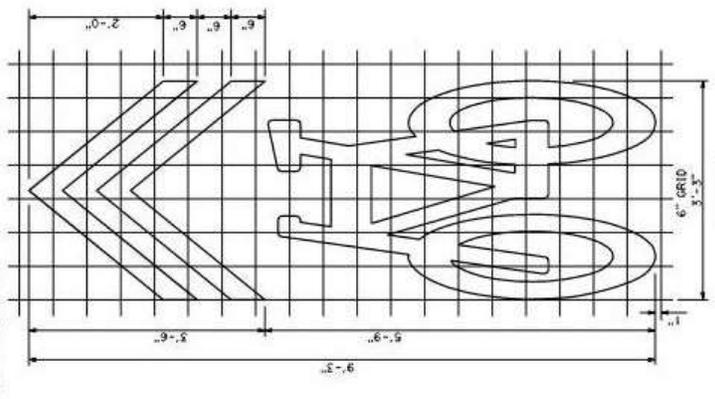
NOTE:
 Minor variations in dimensions may be accepted by the Engineer.



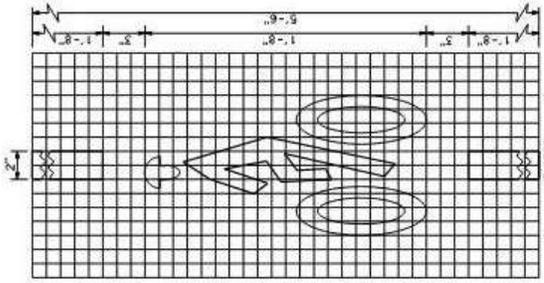
INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING

BIKE LANE SYMBOL WITH PERSON

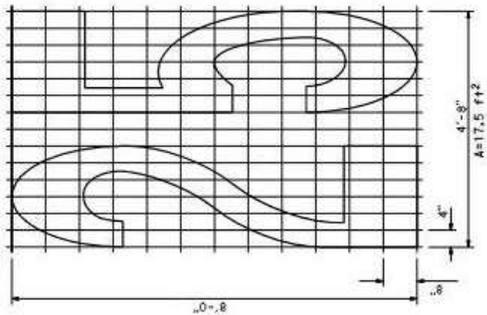
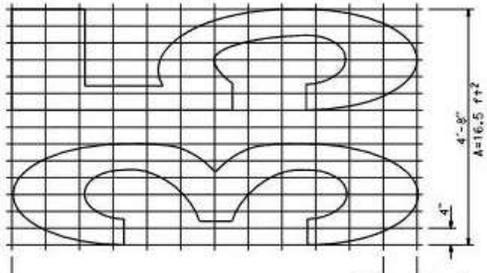
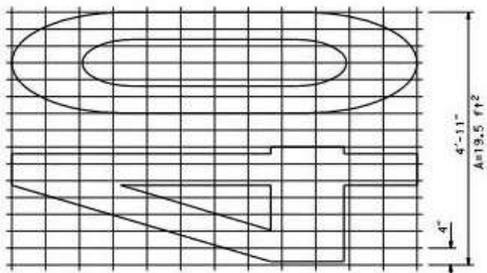
BIKE LANE SYMBOL WITHOUT PERSON



SHARED ROADWAY BICYCLE MARKING



BICYCLE LOOP DETECTOR SYMBOL



NUMERALS

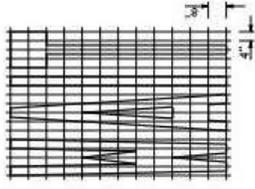
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 SYMBOLS AND NUMERALS**
 NO SCALE

A24C

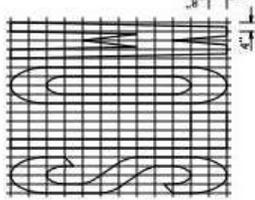
APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS

Dist	COUNTY	ROUTE	POST MILES	SHEET TOTAL	SHEET TOTAL

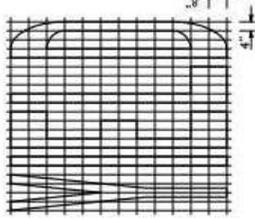
REGISTERED CIVIL ENGINEER
Luigi H. H. H.
 REGISTERED CIVIL ENGINEER
 AUGUST 1, 2022
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICES
 OR ANY COUNTY OR CITY OR COUNTY
 COMMISSIONER OF THE PUBLIC SAFETY



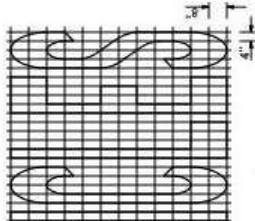
A=19 ft+2



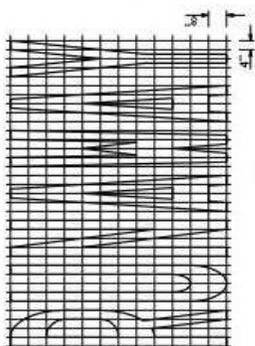
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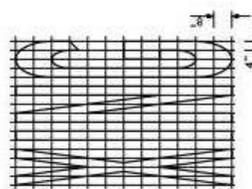
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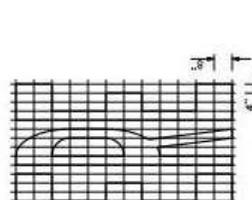
A=42 ft+2



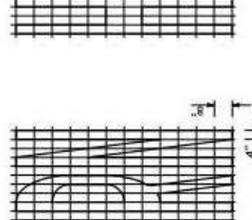
A=43 ft+2



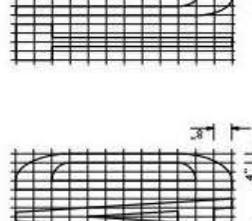
A=21 ft+2



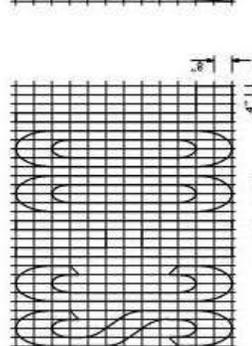
A=26 ft+2



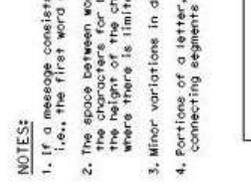
A=24 ft+2



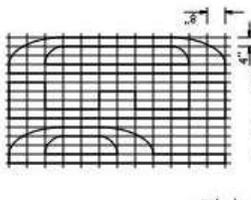
A=31 ft+2



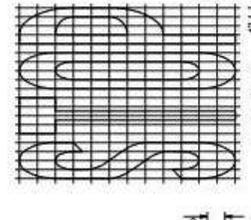
A=35 ft+2



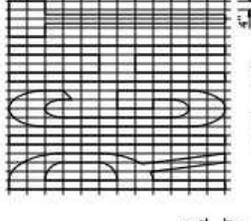
A=18 ft+2



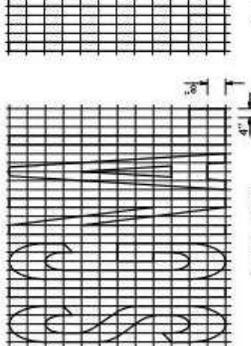
A=22 ft+2



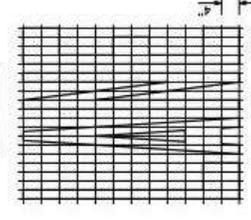
A=26 ft+2



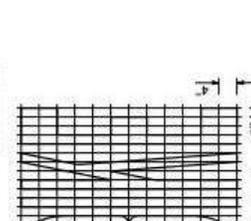
A=19 ft+2



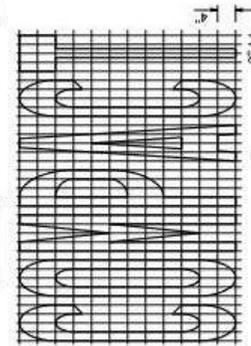
A=32 ft+2



A=6 ft+2



A=5 ft+2



A=10 ft+2

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2' in width.

WORD MARKINGS

ITEM	ft+2	ITEM	ft+2	ITEM	ft+2	ITEM	ft+2
YIELD	21	YIELD	24	BIKE	5	RED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	ROADWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
 NO. SCALE

A 24D

APPENDIX III
 APPLICABLE STANDARD PLANS AND DETAILS

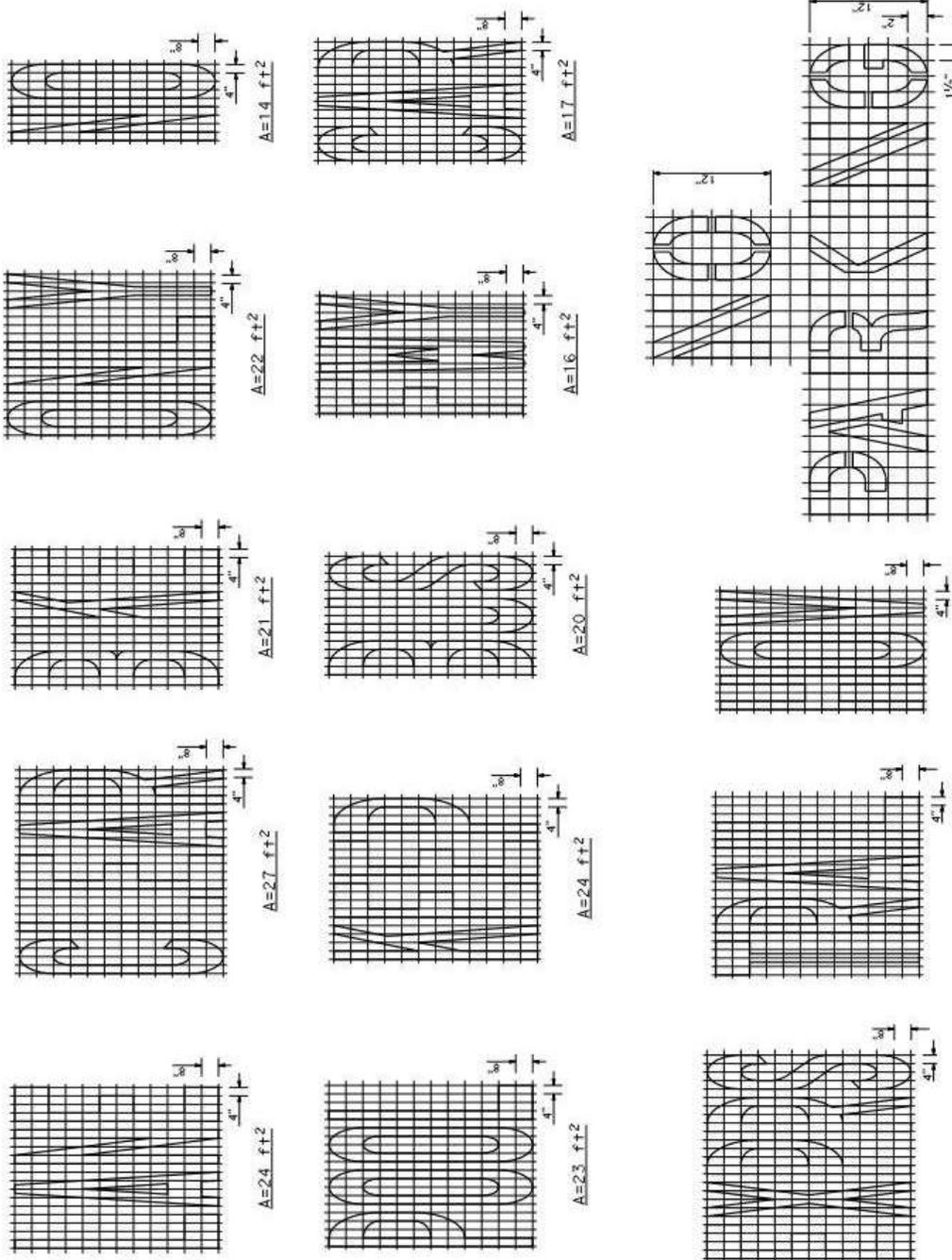
DIST. COUNTY	ROUTE	POST MILES	SHEET TOTAL
			NO. SHEETS

REGISTERED CIVIL ENGINEER
Lee A. Weber
 August 1, 2022
 PLANS APPROVAL DATE
 PROFESSIONAL ENGINEER
 LICENSE NO. 68812
 EXPIRES 8-30-22
 STATE OF CALIFORNIA
 DIVISION OF TRANSPORTATION
 1201 S. STANFORD AVENUE, SUITE 100
 P.O. BOX 342468
 DENVER, COLORADO 80232-0468

WORD MARKINGS			
ITEM	FT+2	ITEM	FT+2
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FRY	16
HOV	18	EXPRS	30
TRAIL	23		

NOTES:

- If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
- The space between words must be at least four times the height of the characters for low speed markings. The space may be reduced upon approval where there is limited space because of unusual conditions.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number, or symbol may be used for a marking segment not to exceed 2" in width.
- The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations or markings, see Standard Plans A30A and A30B.
- The words "NO PARKING" shall be painted on a contrasting background and located so that it is visible to traffic enforcement officials.



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
 NO SCALE

A24E

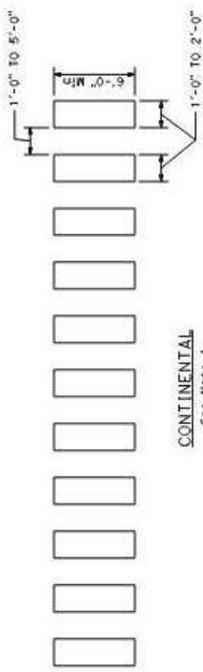
APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS

DIST. COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS
		PROJECT NO.	SHEET NO.

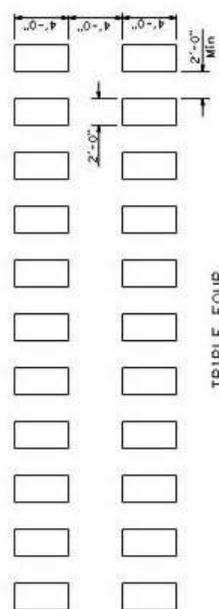
REGISTERED CIVIL ENGINEER
Ash J. Hulse
August 1, 2022
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS
DO NOT WARRANT, GUARANTEE, OR
ACCEPT ANY LIABILITY FOR THE
CORRECTNESS OR COMPLETENESS OF ANY
PORTION OF THIS PLAN SHEET.

NOTES:

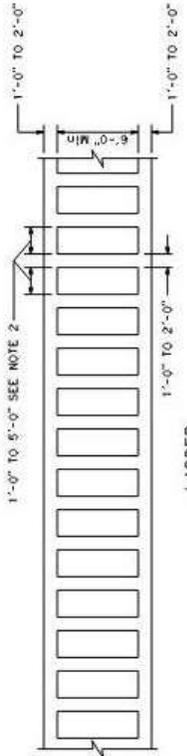
1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



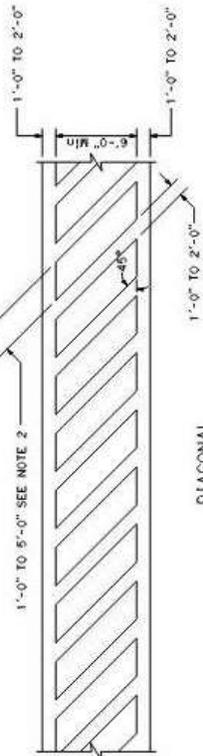
CONTINENTAL
See Note 1



TRIPLE FOUR
See Note 1

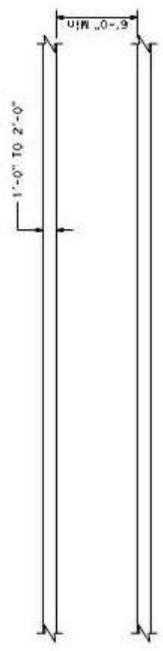


LADDER



DIAGONAL

HIGHER VISIBILITY CROSSWALKS



BASIC

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

A24F

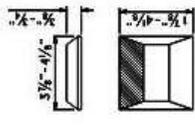
APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS

DATE	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS

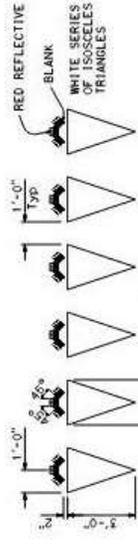
REGISTERED CIVIL ENGINEER August 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS AND AGENCIES ARE NOT RESPONSIBLE FOR CLAIMS ARISING OUT OF THE USE OF THESE PLANS.	

LEGEND:
 MARKERS
 TYPE R ONE-WAY RED RETROREFLECTIVE

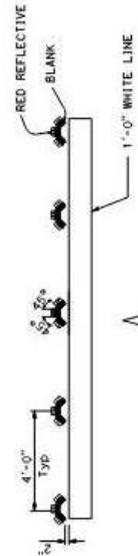
MARKER DETAILS



TYPE R
 RETROREFLECTIVE FACE ON BACKSIDE

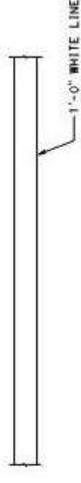


YIELD LINE AT EXIT RAMP

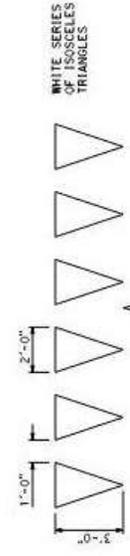


LIMIT LINE (STOP LINE) AT EXIT RAMP

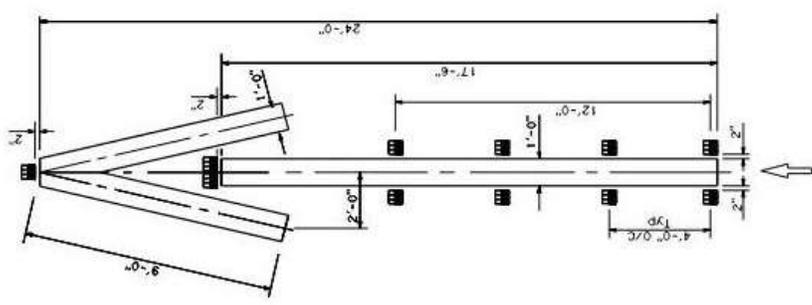
NOTE:
 1. If there is crosswalk at the end of the exit ramp, place Type R markers in front of the first line for wrong way vehicle that travels up the ramp with the red reflective side facing the intersection.



LIMIT LINE (STOP LINE)



YIELD LINE



TYPE V ARROW AT EXIT RAMP

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 YIELD LINES, LIMIT LINES,
 AND WRONG WAY DETAILS**
 NO SCALE

APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS

SHEET TOTAL	SHEETS	COUNT	ROUTE	POST MILES	TOTAL PROJECT

REGISTERED CIVIL ENGINEER
 AUGUST 1, 2022
 PLANS APPROVAL DATE
 REBECCA L. CLARK
 12-21-23
 MECHANICAL
 THE STATE OF CALIFORNIA
 THE BOARD OF PROFESSIONAL ENGINEERS
 THE BOARD OF REGISTERED PROFESSIONAL ENGINEERS
 COUNTY OF SAN DIEGO SHEET

- NOTES:**
1. Accessible parking spaces serving a particular building shall be located in the accessible route of travel from adjacent lot to an accessible building. Accessible parking shall not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility.
 2. One in every six accessible off-street parking stalls, but not less than one, shall be served by an accessible aisle of 8'-0" minimum width and shall be signed Van Accessible. The RT-8b sign shall be mounted below the R99b (CA) plaque or the R99c (CA) sign.
 3. In each parking stall, a curb or parking bumper shall be provided if required to prevent encroachment of vehicles over the required width of walkways. Parking stalls shall be so located that persons with disabilities are not compelled to wheel or walk behind parked vehicles other than their own. For more parking bumper requirements, see the Standard Specifications.
 4. Parking spaces and access aisles shall be level with surface slopes not exceeding 1.5% in all directions.
 5. Table A shall be used to determine the required number of accessible parking stalls in each parking lot or garage.
 6. Where Plaque R99b (CA), Sign R99c (CA) or Sign RT-8b are installed, the bottom of the sign or plaque panel shall be a minimum of 7'-0" above the surrounding surface.
 7. Curb ramps shall conform to the details shown on Standard Plan A88A.
 8. Blue paint, instead of white may be used for marking accessibility aisles in areas where there may cause white markings to not be visible.
 9. The words "NO PARKING" shall be painted in white letters no less than 1/2" high and shall be applied to the pavement for enforcement of the "NO PARKING" Standard Plan A98B for details of the "NO PARKING" pavement marking.
 10. A R100b (CA) sign shall be posted in a conspicuous place at each entrance of a street parking lot or area immediately adjacent to the stalls from which the stalls are to be reclaimed and the telephone number of the local traffic law enforcement agency.
 11. Where a single (non-van) accessible parking space is provided, the loading and unloading operation shall be the passenger side of the vehicle as the vehicle is going forward into the parking space.
 12. Where a van accessible parking space is provided, the loading and unloading operation shall be the wide minimum and shall be on the driver side of the vehicle as the vehicle is going forward into the parking space.
 13. Accessible Parking Only Sign shall be Sign R99c (CA) or Sign R99 (CA) with Plaque R99b (CA).

LEGEND

ISA - International Symbol of Accessibility

VAN
ACCESSIBLE

SIGN RT-8b,
See Notes 2 and 6

UNAUTHORIZED VEHICLES PARKED
IN DESIGNATED ACCESSIBLE
SPACES NOT DISPLAYING
DISTINGUISHING PLACARDS OR
SPECIAL LICENSE PLATES ISSUED
FOR PERSONS WITH DISABILITIES
WILL BE TOWED AWAY
AT THE OWNER'S EXPENSE
TOWED VEHICLES
MAY BE RECLAIMED AT
(Insert Address)
OR BY TELEPHONING
(Insert Telephone Number)

SIGN R100b (CA),
See Note 10

PARKING
ONLY

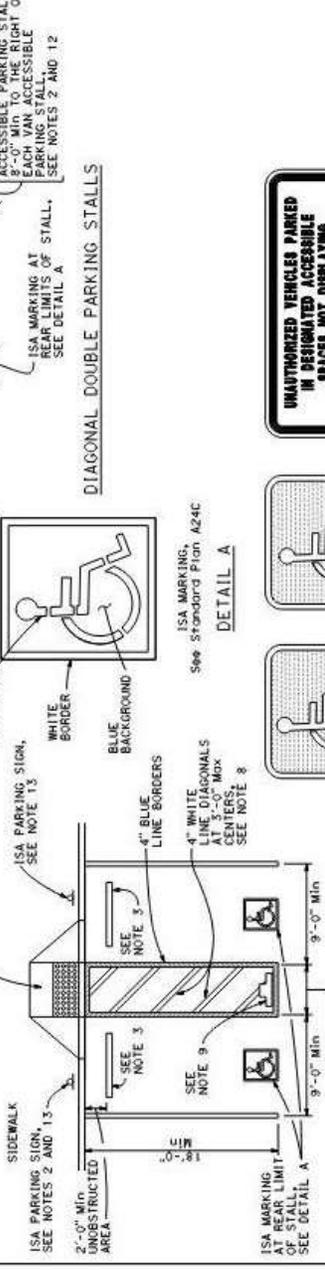
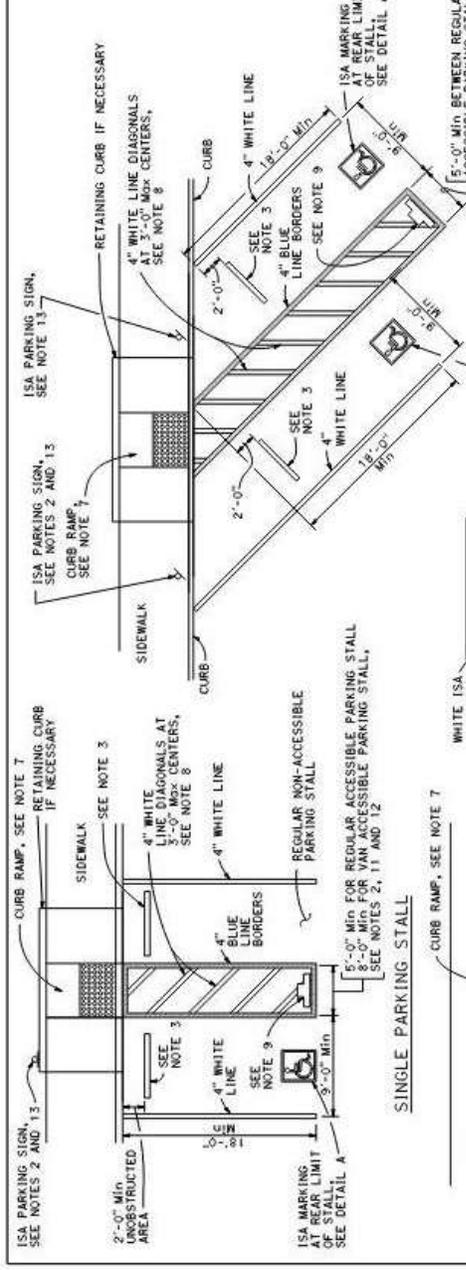
SIGN R99c (CA),
See Note 6

PARKING
ONLY

SIGN R99 (CA)

MINIMUM
FINE \$250

PLAQUE R99b (CA)
SIGN R99 (CA) WITH PLAQUE R99b (CA),
See Note 6



DIAGONAL DOUBLE PARKING STALLS

TABLE A

TOTAL NUMBER OF PARKING SPACES PROVIDED IN PARKING FACILITY	MINIMUM NUMBER OF REQUIRED ACCESSIBLE PARKING SPACES
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2 PERCENT OF TOTAL
1001 AND OVER	20 PLUS 1 FOR EACH 100 OR FRACTION THEREOF OVER 1000

UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR SPECIAL LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT THE OWNER'S EXPENSE
TOWED VEHICLES MAY BE RECLAIMED AT (Insert Address) OR BY TELEPHONING (Insert Telephone Number)

SIGN R100b (CA),
See Note 10

SIGN R99c (CA),
See Note 6

SIGN R99 (CA)

MINIMUM FINE \$250

PLAQUE R99b (CA)
SIGN R99 (CA) WITH PLAQUE R99b (CA),
See Note 6

OFF-STREET PARKING SIGNS
Parking lot or garage,
See Note 6

APPENDIX III
 APPLICABLE STANDARD PLANS AND DETAILS

BLVD	COUNTY	ROUTE	POST MILES	SHEET TOTAL
				PROJECT NO. SHEETS

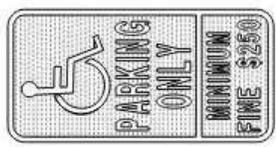
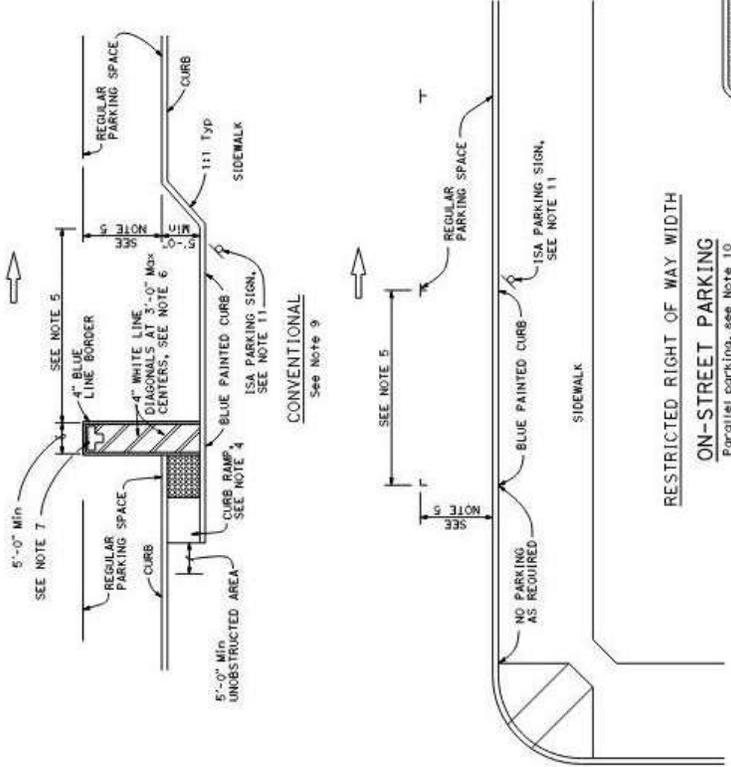
REGISTERED CIVIL ENGINEER August 1, 2022 PLANS APPROVAL DATE FOR THESE PLANS WITH THE RESTRICTIONS FOR CONSTRUCTION OF THIS PROJECT AS SHOWN ON THESE PLANS.	
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NOTES:

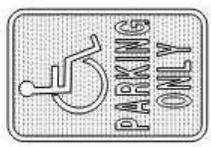
- Parking spaces shall be so located that persons with disabilities are not required to wheel or walk behind parked vehicles other than their own.
- Surface slopes of accessible on-street parking spaces shall be the minimum feasible.
- Where Plaque R99B (CA) or Sign R99C (CA) are installed, the bottom of the sign or plaque panel shall be a minimum of 7'-0" above the surrounding surface.
- Curb ramps shall conform to the details shown on Standard Plan A88A.
- Accessible on-street parking spaces shall not be smaller in length than the length that is specified by the local jurisdiction for other parking spaces, but not less than 20'-0" in length and not less than 8'-0" in width.
- Blue paint, instead of white may be used for marking accessibility aisles in areas where snow may cause white markings to not be visible.
- The words "NO PARKING" shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials. See Standard Plan A24E for square foot area for painting the words "NO PARKING".
- There shall be no obstructions on the sidewalk adjacent to, and for the full length of the parking space, except for the ISA parking sign shown.
- The conventional detail should be the primary choice of accessible on-street parking. However, if the sidewalk lacks adequate space to construct a standard curb ramp, the Restricted Right of Way detail should be used.
- If the Restricted Right of Way detail is selected and it conflicts with a bus stop or other uses, this detail may apply to the other end of the block.
- Accessible Parking Only Sign shall be Sign R99C (CA) or Sign R99 (CA) with Plaque R99B (CA).

LEGEND

ISA - International Symbol of Accessibility



SIGN R99C (CA)
 See Note 3



SIGN R99 (CA)



PLAQUE R99B (CA)
 SIGN R99 (CA) with PLAQUE R99B (CA),
 See Note 3

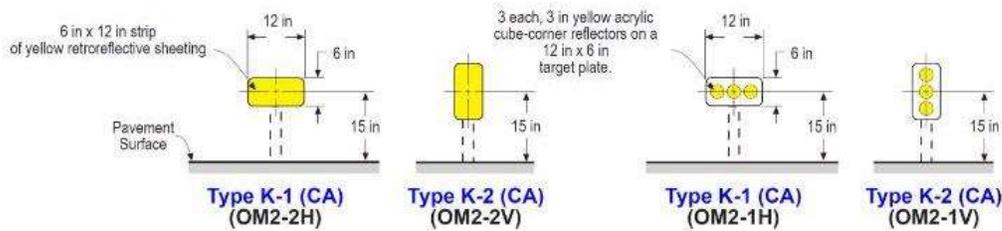
NO
 PARKING

PAVEMENT MARKING
 See Note 7

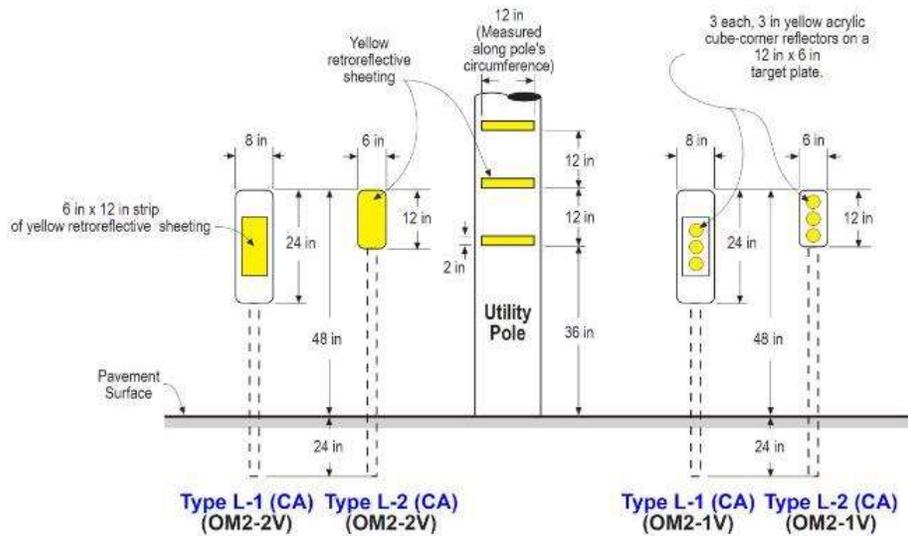
APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS

Figure 2C-13 (CA). California Object Markers (Sheet 1 of 2)

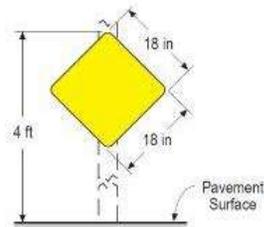
Type K (CA) Object Marker (Type 2) (obstructions adjacent to the roadway)



Type L (CA) Object Marker (Type 2) (obstructions adjacent to the roadway)



Type N (CA) Object Marker (Type 1 or Type 4) (obstructions within the roadway or end of roadway)



Type N-1 (CA) (OM1-3), Type N-2 (CA) (OM4-3)

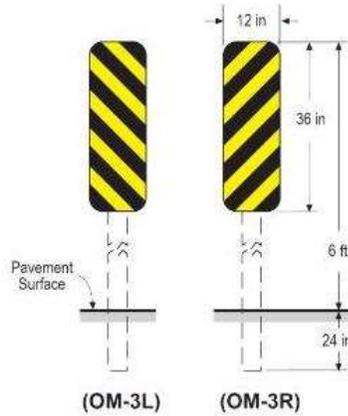
NOT TO SCALE

**APPENDIX III
APPLICABLE STANDARD PLANS AND DETAILS**

California MUTCD 2014 Edition
(FHWA's MUTCD 2009 Edition, including Revisions 1 & 2, as amended for use in California)

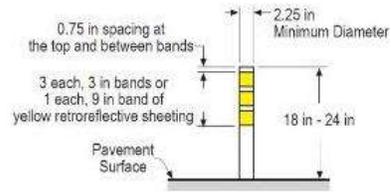
Figure 2C-13 (CA). California Object Markers (Sheet 2 of 2)

**Type P (CA) Object Marker (Type 3)
(obstructions adjacent to the roadway)**

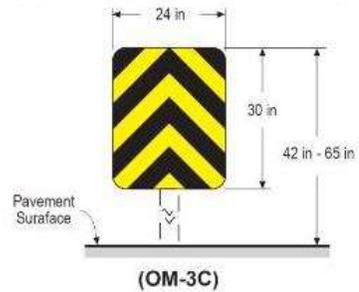


NOT TO SCALE

**Type Q (CA) Object Marker (Type 1)
(obstructions within the roadway)**



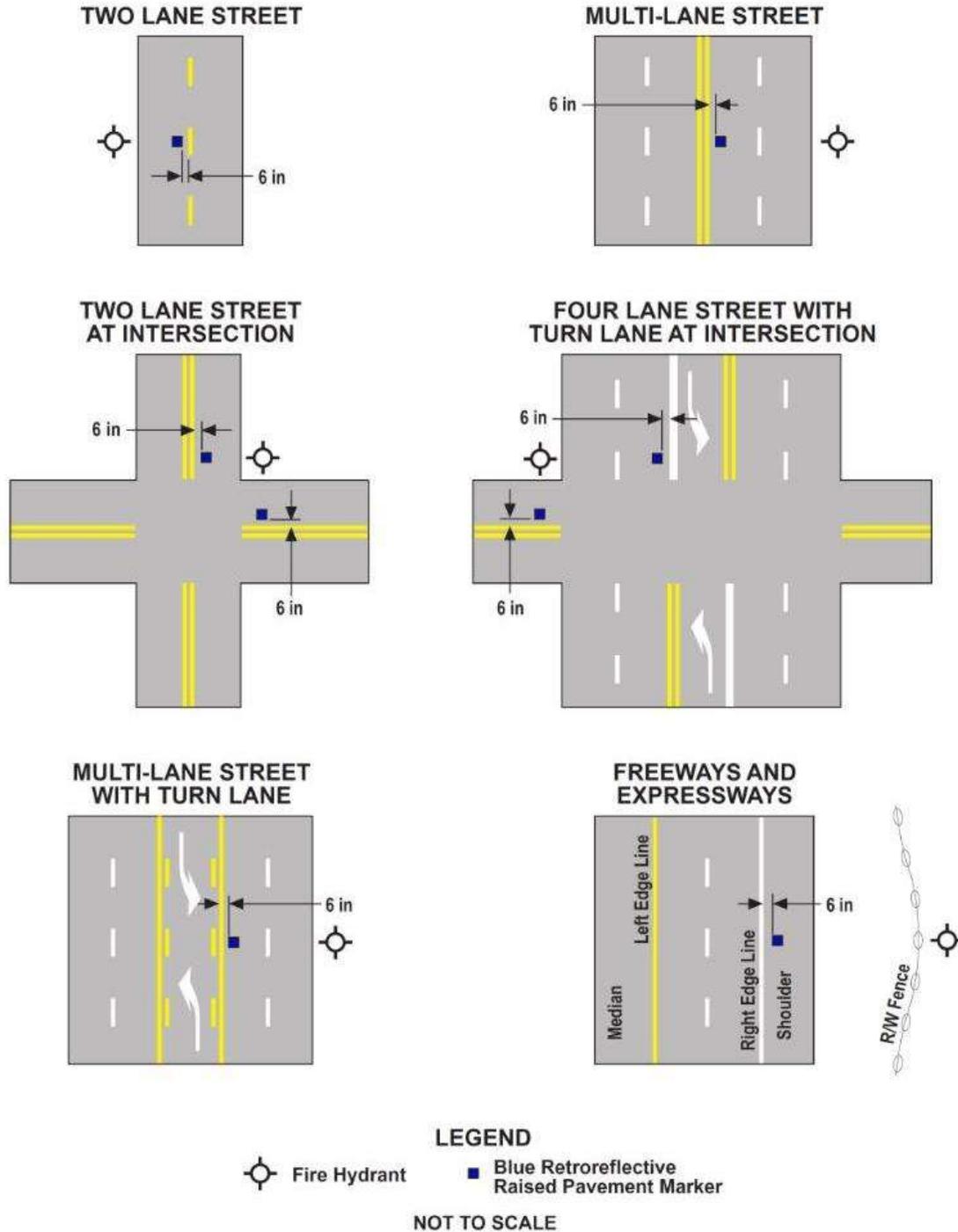
**Type R (CA) Object Marker (Type 1)
(obstructions within the roadway)**



APPENDIX III APPLICABLE STANDARD PLANS AND DETAILS

California MUTCD 2014 Edition
(FHWA's MUTCD 2009 Edition, including Revisions 1 & 2, as amended for use in California)

Figure 3B-102 (CA). Examples of Fire Hydrant Location Pavement Markers



APPENDIX IV
VICINITY MAP – CITY LIMITS

City of Manhattan Beach

