

CITY OF MANHATTAN BEACH

BID DOCUMENTS

**PROJECT NO. D-940
BID NO. E1263-21C**

PARKING STRUCTURE LOT 3 REPAIRS PROJECT

AUGUST 2021



**CITY OF MANHATTAN BEACH
PUBLIC WORKS DEPARTMENT
BIANCA CARDENAS, PROJECT MANAGER
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CA 90266**

Prem Kumar, City Engineer C52463

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**NOTICE INVITING BIDS
FOR**

PARKING STRUCTURE LOT 3 REPAIRS PROJECT

Project Number: D-940 Bid Number: E1263-21C

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 September 20, 2021**, at which time the **ELECTRONIC** bids will be opened and posted on PlanetBids. The deadline to submit questions related to the bid documents is Wednesday, September 1, 2021 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.citymb.info/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/85565>.

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

Fee per set: \$81.00

All fees listed above are non-refundable. The Contract Documents must be purchased online; they cannot be purchased or mailed from City Hall. Bidders are solely responsible for on time submission of their electronic bid. The City will only consider bids that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the bid management system indicating that the bid was submitted successfully. Transmission of bids by any other means will not be accepted. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the bidders to successfully submit electronic bids shall be at the bidders' sole risk and no relief will be given for late and/or improperly submitted bids. Bidders experiencing any technical difficulties with the bid submission process may 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 Engineer. Time for completion of the Work is 80 total Working Days from the date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials.

PRE-BID MEETING: No pre-bid meeting has been scheduled for this project. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

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


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

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price, as well as a warranty or maintenance Bond that is valid for one year from Project acceptance in the amount of ten percent of the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within 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 A or B Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

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: 
Prem Kumar, City Engineer

08/05/2021

Date

INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary.

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.citymb.info/departments/public-works/bid-opportunities>. Paper copies will not be accepted. 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.

1. Completed and Signed Contractor's Statement
2. Completed References Form
3. Completed, Signed and Notarized Bid Bond
4. Signed and Notarized 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 Bids, through 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>. 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 electronically on the PlanetBids Vendor Portal prior to the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for 90 Days after the Bid opening date.

SUBCONTRACTORS. Each Bidder shall submit, in the electronic Bid Form provided in the City of Manhattan Beach's Public Works Department Bid Opportunities webpage link to the PlanetBids portal at <https://www.citymb.info/departments/public-works/bid-opportunities>, a list of Subcontractors to be used on this Project (for work in excess of ½ of one-percent of the total bid)

as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 et seq.

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.

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

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

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

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

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. The Bidder, at its sole cost and expense, is required to carefully examine the Contract Documents and the Project site 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 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 (Request for Information or RFI) not later than the deadline to submit questions specified in the Notice Inviting Bids. Any RFI received after this date will be disregarded. All RFI's must be submitted 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>. 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.citymb.info/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, 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.citymb.info/departments/public-works/bid-opportunities>

BID

CITY OF MANHATTAN BEACH

PARKING STRUCTURE LOT 3 REPAIRS PROJECT

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

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

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

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

CITY OF MANHATTAN BEACH
BID SCHEDULE FOR
PARKING STRUCTURE LOT 3 REPAIRS PROJECT

Bidder's Name: _____

Bidder's Address: _____

To the Honorable Mayor and Members of the City Council:

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

Base Bid Items as Follows:

BASE BID SCHEDULE:

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1	C	Mobilization (10% Maximum of Total Bid Price)	LS	1	N/A	\$
2		Crack Repair > 1/16" (Roof Deck)	LF	400	\$	\$
3		Joint Sealant Replacement (Roof Deck)	LF	700	\$	\$
4		Floor Spall Repair (Roof Deck)	SF	100	\$	\$
5		Ceiling Spall Repair (Underside of Roof and Second Level Deck)	SF	500	\$	\$
6		Traffic Membrane – New System (Roof Deck, Exit Ramp and Entry Ramp to limits shown on Construction Details)	SF	20,850	\$	\$

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
7		Remove and Replace Wheel Bumper Stops (Roof Deck)	EA	56	\$	\$
8		Remove and Reinstall Parking Meters (Roof Deck)	EA	29	\$	\$
9	S,C	Traffic Striping (Roof Deck)	LS	1	\$	\$
10		Curb Repair Interior (All Levels) including reattachment of handrail where needed per Construction Details	LF	10	\$	\$
11		Curb Repair Facade (All Levels) including reattachment of handrail where needed per Construction Details	LF	20	\$	\$
12		Special Project Site Maintenance and Public Convenience and Safety	LS	1	\$	\$ 1,000.00
13	%	Signage per Special Provisions	LS	1	\$	\$
TOTAL BASE BID SCHEDULE:						\$ _____

ADDITIVE BID SCHEDULE

ITEM NO.	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
14		Crack Repairs >1/16" (Ground and Second Levels)	LF	250	\$	\$
15		Joint Sealant Repair/Replacement (Ground and Second Levels)	LF	200	\$	\$
16		Floor Spall Repair (Ground and Second Levels)	SF	200	\$	\$
17		Remove and Replace Damaged Steel Railing (Second Level and Roof Deck where shown on Construction Details)	LF	20	\$	\$
18		Sandblast and Recoat Steel Stairway and Other Steel Elements Where Noted on Detail Drawings per Technical Provisions	SF	200	\$	\$
19		Ceiling Spall Repair Above Vertical Bridge (Second Level) and Above Trash Enclosure (Ground Level)	SF	50	\$	\$
TOTAL ADDITIVE BID SCHEDULE:						\$ _____

- 1) In the CODE column (S) denotes a specialty item, (%) denotes progress payments for that lump sum item will be allowed based on the percentage of completion in each pay period, and (C) denotes payments will be made after the completion of the lump sum item. See Subsection 9-2.1 of the General Provisions for details.
- 2) In the UNIT column (LS) denotes a lump sum item. See Section 9 of the General Provisions for details.

- 3) 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.
- 4) Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

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

PARKING STRUCTURE LOT 3 REPAIRS 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 venturers, 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.

(21) 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 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]

PARKING STRUCTURE LOT 3 REPAIRS 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 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 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).

Bond No. _____

BID BOND

PARKING STRUCTURE LOT 3 REPAIRS 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]**

PARKING STRUCTURE LOT 3 REPAIRS 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: _____

This form must be notarized.

ADDENDA ACKNOWLEDGMENT FORM
PARKING STRUCTURE LOT 3 REPAIRS 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 PARKING STRUCTURE LOT 3 REPAIRS PROJECT

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and _____, a _____ [Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company] ("Contractor"). The Contractor's California State Contractor's license number is _____.

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 Parking Structure Lot 3 Repairs 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 \$_____ ("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 9 of the Standard Specifications, as modified by Section 9 of the General Provisions.

4. Contract Time.

4.1 Initial Notice to Proceed. The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of 80 **Working Days**. The Contract Time includes the time

necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements and order materials within **10 Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

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

4.2 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. Not Used

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 OF MANHATTAN BEACH

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

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:

PARKING STRUCTURE LOT 3 REPAIRS PROJECT

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: _____

(Seal)

Title: _____

Date: _____

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

____ (“Principal”)

(Name and address of Contractor)

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

PARKING STRUCTURE LOT 3 REPAIRS PROJECT

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

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

(Name and address of Surety)

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

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

Signature:

Signature:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature:

Print Name: _____

Title: _____

Date: _____

(Seal)

(Seal)

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

Bond No. _____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

(Name and address of Contractor) (“Principal”)

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

PARKING STRUCTURE LOT 3 REPAIRS PROJECT

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

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

(Name and address of Surety)

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

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

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

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

Dated: _____

“Principal”

“Surety”

Signature:

Signature:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature:

Print Name: _____

(Seal)

Title: _____

Date: _____

(Seal)

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

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Two executed copies of the Contract
- _____ Completed, signed and notarized Payment Bond (original) in amount of the Contract
- _____ Completed, signed and notarized Performance Bond (original) in amount of the Contract
- _____ Completed, signed and notarized Warranty Bond (original) in the amount of 10% of the Contract
- _____ Workers' Compensation Certificate with attached Certificate of Insurance
- _____ General Liability insurance certificate naming the City as a co-insured
- _____ Automobile insurance naming the City as a co-insured
- _____ Umbrella/Excess Liability (General aggregate) insurance certificate naming the City as a co-insured, if applicable
- _____ Copy of City business license, 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

GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2015 edition of "Standard Specifications for Public Works Construction", including the 2016 Supplement ("Standard Specifications"), 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 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. 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 travelway.

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, auguring, 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 6-8.2 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.

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 – See Subsection 6-7.2 of the General Provisions.

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

1-3.3 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
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
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

SECTION 2. SCOPE AND CONTROL OF THE WORK

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

2-2 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.

2-3 *SUBCONTRACTORS*

2-3.1.1 Subcontractors. Add the following sections:

Subcontractors shall be listed by the Bidder in accordance with these specifications and must be properly licensed under the laws of the State of California for the type of work which they are to perform. Copies of all Subcontracts shall be made available to the Engineer, upon request.

2-3.1.2A Subcontractor whose prosecution of the work is not satisfactory shall be terminated immediately by the Contractor upon the receipt of a written notice by the Engineer. Subcontractors whose work was determined to be unsatisfactory shall not be allowed to perform any work on the job site.

2-3.2 Self Performance.

The following shall replace Section 2-3.2:

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed will be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or in the Special Provisions. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

2-4 *CONTRACT BONDS*

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 2-4 of the Standard Specifications. Nothing herein shall abridge or amend Section 6-8.3 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.

2-5 PLANS AND SPECIFICATIONS 2-5.1 General

In addition to the requirements under Section 2-5.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. 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.

2-5.2 Precedence of the Contract Documents

The following shall replace Section 2-5.2:

With regard to Section 2-5.2 in the Standard Specifications, the General Provisions shall control over the Special 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. General Provisions.
10. Special Provisions.
11. Plans.
12. Standard Plans.
13. Standard Specifications.
14. Reference Specifications.

2-5.2.1 Traffic Signal Work

Except as otherwise specified in the General Provisions or on the Plans, all Work relating to traffic signals and incidental illuminated street name signs and safety lighting, including all equipment, materials, components, and the installation thereof, shall be in accordance with the City's Technical Provisions for traffic signals, latest edition of the State Standard Plans (SSP) in effect and published at the Bid Deadline and Section 86 "Signals, Lighting and Electrical Systems" of the latest edition of the State Standard Specifications (SSS) in effect and published at the Bid Deadline, unless otherwise indicated in the Technical Provisions. With respect to traffic signal Work, the order of precedence, from highest to lowest, shall be: City Technical Provisions, Plans, Section 86 of the State Standard Specifications, State Standard Plans, Standard Plans, and Standard Specifications.

2-5.3 Submittals

2-5.3.1 General

The following paragraphs shall be added following the third paragraph:

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

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

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

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

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

2-6 *WORK TO BE DONE*

The following paragraphs shall be added following paragraph one:

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

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

2-7 *SUBSURFACE DATA*

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. 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.

2-9 *SURVEYING*

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.

2-11 INSPECTION

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

Add the following paragraphs:

2-11.1 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.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR

3-1.1 General

Add the following paragraph to the end of Subsection 3-1.1:

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 3-6.2 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.

3-2 CHANGES INITIATED BY THE AGENCY

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

3-2.1 General

Add the following paragraphs at the end of Subsection 3-2.1:

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:

A. 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

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

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

The City may issue a Change Order Proposal Request ("COPR"), in writing, to the Contractor, describing a proposed change to the Work and requesting that the Contractor submit an itemized Change Order Proposal ("COP") to the City, using the forms provided herein in Subsection 3-6.2 of the 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, 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 3-3, "Extra Work," of the Standard Specifications and the General Provisions.

3-2.1.1 Change Order

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

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

3-2.1.1.1 Accord and Satisfaction

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

3-2.1.2 Construction Change Directive

A Construction Change Directive is a written order prepared and signed by the City, directing a change in the Work prior to the Contractor's agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The City may, by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The City's form of Construction Change directive is provided in Subsection 3-6.2 of the General Provisions.

3-2.2.2 Increases of More than 25 Percent

Delete Subsection 3-2.2.2 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 3-2.4 "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%.

3-2.2.3 Decreases of More than 25 Percent

Delete Subsection 3-2.2.3 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 3-2.4 "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.

3-2.2.4 Changes for Items Not Covered by Unit Prices

Payment for any change for an Item of Work not covered by a Contract Unit Price shall be made pursuant to Subsection 3-3 "Extra Work."

3-3 *EXTRA WORK*

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.

3-3.1 General

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

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.

3-3.2.1 General

Add the following at the end of Subsection 3-3.2.1

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 9-2, "Lump Sum Work," of the Standard Specifications and the General Provisions.

3-3.2.2.1 Labor

Delete Subsection 3-3.2.2.1 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 3-2.2.2, 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.

3-3.2.2.2 Materials

Add the following to Subsection 3-3.2.2.2:

If the Contractor does not furnish satisfactory evidence of the cost of the materials from the actual supplier thereof within 3 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.

3-3.2.2.3 Tool and Equipment Rental

Delete Subsection 3-3.2.2.3 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 3-3.2.2.1 "Labor" of the General Provisions.

3-3.2.3 Markup

Delete Subsection 3-3.2.3 in its entirety and substitute the following:

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

3-3.2.3.1 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.

3-3.2.3.2 Work by Subcontractor.

For Extra Work performed by a Subcontractor, the markup established in Subsection 3-3.2.3.1 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.

3-3.2.3.3 Work by Sub-Subcontractor.

For Extra Work performed by a sub-Subcontractor, the markup established in Subsection 3-3.2.3.1 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.

3-3.2.3.4 Work by Specialist.

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.

3-3.2.3.5 Work not Covered by Unit Prices.

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 3-3.2.3 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).

3-3.3 Daily Reports by Contractor

Delete the first sentence of Subsection 3-3.3 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 3-3.3:

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 Subsection 3-3.2, "Payment," of the Standard Specifications and the General Provisions. 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.

3-3.4 Extension of Time

Add the following as Subsection 3-3.4:

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 Subsection 6-6.1 of these General Provisions.

3-5 *DISPUTED WORK*

Delete Subsection 3-5 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 3-3 of the Standard Specifications and the General Provisions. The City's form of Work Directive is provided in Subsection 3-6 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.

3-6 *FORMS*

Add Section 3-6 to incorporate the following forms, which appear in the succeeding pages.

3-6.1 Change Order Form

3-6.2 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

3-6.3 Construction Change Directive Form

3-6.4 Work Directive Form



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

CONTRACT CHANGE ORDER NO. 1 (Final)

PROJECT NO.:

DESCRIPTION:

TO: Construction Company, Inc.

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

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

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

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

SUMMARY OF ALL CHANGE ORDERS

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

SUMMARY OF WORKING DAYS

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



CHANGE ORDER DETAIL

Change Order No.: 1 (Final)

Project No.: Description:

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

Item No. 1:

A. Reason for Change:

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: Adjustment in Final Bid Quantities:

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:
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: _____ Date: _____
Public Works Director

Concurred by: _____ Date: _____
City Engineer

Concurred by: _____
Project Manager

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

3-6.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

CCO Proposal No. _____ Date _____
Contractor _____
Item No. _____ Location _____

AMOUNT

General Contractor

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

3-6.2(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

3-6.2(c) LABOR RATES REPORT Date

Date _____

CCO Proposal No. _____ Contractor or Subcontractor _____

Item No. _____ Location _____

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



CHANGE ORDER PROPOSAL FORM

3-6.2(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) 7.75%	\$
	Subtotal	\$
2.	Material	\$
	Sales Tax (Prevailing Tax Rate) 7.75%	\$
	Subtotal	\$
3.	Material	\$
	Sales Tax (Prevailing Tax Rate) 7.75%	\$
	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

3-6.2(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

3-6.2 (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 \$ _____



3-6.3 CONSTRUCTION CHANGE DIRECTIVE

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

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

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

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Price is:
[] Lump Sum (increase) (decrease) of \$ _____
[] Unit Price of \$ _____ per _____
[] Daily time and materials records of actual costs plus a overhead and profit, as provided in Subsection 3-3, "Extra Work," the Standard Specifications and the General Provisions, [subject to a Not-To-Exceed Amount of \$ _____].\ as follows:
[] as follows:
2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of ____ days) (a decrease of ____ days).

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

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

Ordered: _____ Public Works Director	Date: _____
Concurred by: _____ City Engineer	Date: _____
Concurred by: _____ Project Manager	Date: _____



3-6.4 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 3-3, "Extra Work," of the Standard Specifications and the **General Provisions** to the Contract for the performance of such Work:

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

Ordered: _____
Public Works Director

Date: _____

Concurred by: _____
City Engineer

Date: _____

Concurred by: _____
Project Manager

Date: _____

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

The provisions below shall supplement but not replace those provisions in Section 4-1 of the Standard Specifications, except that Subsection 4-1.4 shall be replaced in its entirety.

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.

4.1.1.1 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.

4-1.2 Protection of Work and Materials

Add the following at the end of Subsection 4-1.2:

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

4-1.4 Test of Materials

Delete Subsection 4-1.4 in its entirety and substitute the following:

Unless otherwise called for in these 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.

4-1.6 Trade Names or Equals

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.

SECTION 5 UTILITIES

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

5-1 LOCATION

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

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

PARKING STRUCTURE LOT 3 REPAIRS PROJECT

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

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

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

Dig Alert Identification Number: _____

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

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

5-1.3 Entry by Utility Owners

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 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.

5-2 *PROTECTION*

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the utility company or the City. If not fixed in a timely manner as deemed by the City Engineer, the utility company has the right to complete the repairs and assess the Contractor for all applicable costs.

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

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

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

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

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

5-3 *REMOVAL*

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the

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

5-4 RELOCATION

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

5-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under the 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.

5-7 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all Utilities and substructures not less than 48 hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

Agency: _____
Phone Number: _____
Contact Person: _____

Agency: _____
Phone Number: _____
Contact Person: _____

Agency: _____
Phone Number: _____
Contact Person: _____

SECTION 6. PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

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

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

In addition to the construction schedule required pursuant to Section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor

shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

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

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

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

6-1.1.1 Pre-Construction Conference

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

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

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

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

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.

- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

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

Add the following to section 6-2:

6-2.1 Excess Cost of City Personnel and Inspection Personnel

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

6-3.1 General

Add the following paragraph following paragraph one:

In the event a suspension of work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work, such suspension of work shall not relieve the Contractor of 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.

6-5 *TERMINATION OF THE CONTRACT FOR CONVENIENCE*

In addition to the reasons for termination listed in Section 6-5 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 6-5 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.

6-6 DELAYS AND EXTENSIONS OF TIME

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.

6-6.1 Extensions of Time

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

6-6.2 Payment for Delays

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.

Add the following as section 6-7.2:

6-7.2 Working Day

The term "Working Day" shall mean 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.

6-7.3 Contract Time Accounting

Add the following at the end of Subsection 6-7.3:

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.

6-8 *COMPLETION, ACCEPTANCE AND WARRANTY*

The Contractor shall complete all Work under the Contract within the stipulated Working Days from the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, 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 with Construction.

6-8.2 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 7-8 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-built" 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.
6. The Contractor shall allow at least seven Working Days' notice for final inspection. Such notice shall be submitted to the Engineer in writing.

6-8.3 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 6-8.3 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.

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 6-8.1 of the Standard Specifications. The liquidated damages value is hereby amended to be \$2,900 per day.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

The first paragraph of Section 7-3.1 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 6-10.

The first sentence of Section 7-8.4.2 shall not be incorporated, and shall instead be replaced with the following:

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

The first sentence of the second paragraph of Section 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

The last paragraph of Subsection 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

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

Section 7-12 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.

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

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

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

7-2 LABOR

7-2.2.1 Public Work

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

7-2.2.2 Copies of Wage Rates

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

7-2.2.3 Failure to Pay Prevailing Rates

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

7-2.2.4 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 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.

7-2.2.5 Debarment or Suspension

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

7-2.3 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.

7-2.4 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.

7-2.5 Registration with the DIR

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.

7-2.6 Compliance Monitoring and Posting Job Sites

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

7-2.7 Subcontractors

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 7-2 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.

7-2.9 Prevailing Wage Indemnity

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 7-2 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 7-2.9 shall survive expiration or termination of the Contract.

7-3 *INSURANCE*

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 7-3 of the Standard Specifications, as modified below.

7-3.1.1 Acceptability of Insurers.

The insurance policies required under this Section 7-3 shall be issued by an insurer authorized or admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 7-3.

7-3.1.2 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.

7-3.1.3 Primary and Non-Contributing.

The insurance policies required under this Section 7-3 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.

7-3.1.4 Contractor's Waiver of Subrogation.

The insurance policies required under this Section 7-3 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.

7-3.1.5 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.

7-3.1.6 Cancellations or Modifications to Coverage.

The Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 7-3 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 7-3 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.

7-3.1.7 City Remedy for Noncompliance.

If the Contractor does not maintain the policies of insurance required under this Section 7-3 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 7-3, 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.

7-3.1.8 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 7-3 of the Standard Specifications, as modified by this Section 7-3. 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 7-3 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.

7-3.1.9 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 7-4 of the Contract.

7-3.1.10 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 7-3.

7-3.1.11 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.

7-3.2 General Liability Insurance

Instead of the minimum limits listed in Section 7-3.2 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.

7-3.3 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.

7-3.4 Automobile Insurance

Instead of the minimum limits listed in Section 7-3.4 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 7-3.2.

7-3.5 Insurance Requirements not Limiting

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.

7-3.6 If required by the City, the Contractor shall also provide the following policy(ies) of insurance:

None.

7-4 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 7-3.1 of the Standard Specifications.

7-4.1 Indemnities for Third Party Claims.

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.

7-4.1.1 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 7-4.1.1.

7-4.1.2 Subcontractor Indemnity Agreements

The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 7-4 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.

7-4.2 Workers' Compensation Acts not Limiting.

The Contractor's indemnifications and obligations under this Section 7-4, 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.

7-4.3 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 7-4 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.

7-4.4 Survival of Terms.

The Contractor's indemnifications and obligations under this Section 7-4 shall survive the expiration or termination of the Contract.

7-4.5 Civil Code Exception.

Nothing in this Section 7-4 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.

7-4.6 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.

7-4.7 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.

7-5 PERMITS

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee right-of-way permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. The Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

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

7-7 COOPERATION AND COLLATERAL WORK

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

7-8 WORKSITE MAINTENANCE

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. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

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

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

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

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

Pursuant to the provisions of Section 7-8 and Section 7-10 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 7-8 and Section 7-10 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 3-3 of the Standard

Specifications and applied against the not-to-exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."

7-10 SAFETY

The provisions below shall supplement but not replace those provisions in Subsection 7-10 of the Standard Specifications.

7-10.2 Haul Routes

Subsection 7-10.3 of the Standard Specifications shall be deleted and replaced as follows:

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

7-10.5.3 Steel Plate Covers

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

7-15 RECYCLING OF MATERIALS

Subsection 7-15 is hereby added to the Standard Specifications as follows:

7-15.1 Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

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

7-15.2 Contractor's Obligation

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

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

The provisions of Section 8 of the Standard Specifications shall apply except as modified herein. 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. MEASUREMENT AND PAYMENT

The provisions below shall supplement but not replace those provisions in Section 9 of the Standard Specifications.

9-1.1 General

Add the following at the end of Subsection 9-1.1:

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.

9-1.2 Methods of Measurement

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.

9-2 *LUMP SUM WORK*

Delete the first sentence of Subsection 9-2 and substitute the following:

Items of Work which are designated by the letters "LS" or the words "Lump Sum" in the Unit 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 9-2:

The Contractor shall submit a Work item breakdown (Schedule of Values) of the Bid, described in the second paragraph of Subsection 9-2, "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.

9-2.1 Progress Payments for Lump Sum Items of Work

The letter "C" or the word "Complete" in the Code 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 Code 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 9-3.2 of the Standard Specifications and these General Provisions.)

9-3 *PAYMENT*

9-3.1 General

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 9-3.1 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 9-3.2 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.

9-3.2 Partial and Final Payment

9-3.2.1 Monthly Closure Date and Invoice Date

The Contractor shall prepare and submit the form attached herewith (see Appendices I and II), 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.

9-3.2.2 Payments

The City shall make payments within 30 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 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.

9-3.2.3 Retention

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 9-3.2.4) 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.

9-3.2.4 Final Invoice and Payment

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.

9-3.2.5 Substitute Security

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.

9-3.2.5.1 Substitution of Securities for Performance Retention

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.

9-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

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 9-3.2.5.1 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 9-3.2.5.3 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.

9-3.2.5.3 Subcontractor Entitlement to Interest

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.

9-3.2.5.4 Securities Eligible for Investment

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.

9-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

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).

9-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

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.

9-4 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 9-4 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 10. CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT PLAN

10.1 GENERAL

To ensure that solid waste generated in the City is reduced, reused or recycled, the Contractor shall submit a "Waste Management Plan" (WMP) to the Engineer for review and approval, using the form found at the end of this Section 10. After the WMP has been reviewed by the Engineer, it will be returned to the Contractor in one of the following four status conditions:

- "Approved"
- "Further Explanation Required": The Engineer will return the WMP to the Contractor with questions about the WMP. The Contractor shall resubmit plan with each of the City's questions answered thoroughly.
- "Denied": The Engineer will indicate the reasons for denial. The Contractor shall then re-submit a new WMP that complies with the requirements of this Section or request an Infeasibility Exemption.
- "Infeasibility Exemption Approved"

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

10-2 DEFINITIONS

- a) “Construction” means the building of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.
- b) “Construction and Demolition Debris” means used or discarded materials removed from premises during construction of the Project.
- c) “Conversion Rate” means the rate set forth in the standardized Conversion Rate Table approved by the City Council pursuant to this Section for use in estimating the volume or weight of materials identified in a Construction and Demolition Waste Reduction and Recycling Plan.
- d) “Divert” means to use material for any purpose other than disposal in a landfill. Diversion credit is given for source reduction (waste reduction), recycling, and composting.
- e) “Diversion Requirement” means the diversion of at least 65% of the total Construction and Demolition Debris generated by a Project via reduction (source reduction), reuse or recycling, unless the Contractor has been granted an Infeasibility Exemption, in which case the Diversion Requirement shall be the maximum feasible diversion rate established by the Engineer.
- f) “Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- g) “Renovation” means any change, addition, or modification in an existing structure.
- h) “Reuse” means further or repeated use of Construction or Demolition Debris. An example is the reuse of crushed concrete as road base or as aggregate on the construction site.
- i) “Salvage” means the controlled removal of Construction or Demolition Debris from project for the purpose of recycling, reuse, or storage for later recycling or reuse.
- j) “Construction and Demolition Waste Management Plan” means a completed form, approved by the Engineer for the purpose of compliance with this Section, submitted by the Contractor/Contractor for any Covered or Noncovered Project that indicates the estimated diversion that the Contractor/Contractor anticipates in diverting from disposal.
- k) “Construction and Demolition Waste Management Report” means a completed form, approved by the Engineer for the purpose of compliance with this Section, submitted by the Contractor for any Project that documents the disposal and diversion tonnages and destinations.

10-3 INFEASIBILITY EXEMPTION

- a) Application. If the Contractor experiences unique circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement, the Contractor shall apply for an exemption at the time that it submits the WMP. The Contractor shall indicate on the WMP the maximum rate of diversion the Contractor believes is feasible for each material and the specific circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement.
- b) The Engineer shall review the information supplied by the Contractor and may meet with the Contractor to discuss possible ways of meeting the Diversion Requirement. Based on the information supplied by the Contractor, the Engineer shall determine whether it is possible for the Contractor to meet the Diversion Requirement.
- c) If the Engineer determines that it is infeasible for the Contractor to meet the Diversion Requirement due to unique circumstances, the Engineer shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the Contractor. The Engineer shall return a copy of the WMP to the Contractor marked "Infeasibility Exemption Approved."
- d) Denial of Exemption. If the Engineer determines that it is possible for the Contractor to meet the Diversion Requirement, the Engineer shall so inform the Contractor in writing. The Contractor will have 15 days to resubmit a new WMP. If the Contractor fails to resubmit a new WMP, or if the resubmitted WMP does not comply with the requirements of the plan, the Engineer shall deny the WMP.

10-4 DIVERSION PROGRAM

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

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

10-5 ADDITIONAL INFORMATION

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

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

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

CITY OF MANHATTAN BEACH
Construction & Demolition Waste Management Plan

Manhattan Beach Municipal Code 5.26 requires construction projects to reuse or recycle 65% of all construction site waste (All Demo & Roof tear-off projects, and All construction with a total value of \$100,000+). All haulers and contractors MUST have a business license in the City of Manhattan Beach.

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

Instructions:

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

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

Project Name: _____

Project Address: _____

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

Total Bid Price: \$ _____

Requesting Infeasibility Exemption: ☐ Yes ☐ No

Contractor Name: _____ **Contact Name:** _____

Address: _____ **Contact Phone:** _____

Recycler: _____ **Recycler Contact:** _____

Recycler Address: _____ **Recycler Contact Phone:** _____

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

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

Engineering Division
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

CITY OF MANHATTAN BEACH
Construction & Demolition Waste Management Plan Table

Project Name: _____

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

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

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

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

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

Prepared by (please print): _____

Date: _____

Contractor Signature: _____

Phone Number: _____

Conversion Rates

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

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

SECTION 11. ADDITIONAL TERMS

11-1 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.

11-2 NOTICE TO PROCEED

Upon award of the Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed, as specified in Section 4 of the Contract. 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 the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, or the Notice to Proceed with Construction (whichever is applicable), shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

11-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 6-8.2 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.

11-4 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.

11-5 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.

11-6 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.

11-7 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.

11-8 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. 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.

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

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give 24 hours' notice to the Engineer so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

In the event that the Contractor exceeds the hours of work requirement without prior approval from the City Engineer, the City Engineer will issue a verbal warning. A second violation will result in a written warning. Thereafter, any subsequent exceedance of authorized work hours will result in the Contractor being assessed liquidated damages in the amount of \$200.00 per occurrence, which will be deducted from the Contract amount.

11-9 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.

11-10 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.

11-11 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.

11-12 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 of Manhattan Beach statutes, regulations, orders, and ordinances regarding COVID-19 Infection Prevention. This requirement specifically includes, without limitation, compliance with (i) the “Safety and Health Guidance COVID-19 Infection Prevention in Construction” issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on October 27, 2020 and as may be amended from time to time by the Department, (ii) the Reopening Safer at Work and in the Community for Control of COVID-19 Revised Order issued by the Los Angeles County Health Officer on January 29, 2021, as may be amended from time to time, and (iii) City of Manhattan Beach Director of Emergency Services Order No. 1, issued April 3, 2020, as may be amended from time to time.

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 6-4.1, and may also result in a suspension of the Work pursuant to Section 6-3. 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 6-6.3 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 6-6 of the Standard Specifications.

11-13 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.

11-14 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 6-8.2 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.

11-15 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.

11-16 TIME

Time is of the essence in these Contract Documents.

11-17 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.

11-18 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.

11-19 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.

11-20 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.

11-21 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.

11-22 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.

SPECIAL PROVISIONS

PART I: SPECIAL INSTRUCTIONS

I. CONSTRUCTION STAGING AREA

The City will permit the Contractor to close off 10 contiguous parking stalls at Parking Structure Lot 3 only on the third level, for use as a construction staging area. Contractor shall install a chain link fence with a mesh privacy screen around the perimeter of the parking stalls to be closed off. Fencing shall be locked whenever construction activities are not taking place. Any additional space required for a staging/laydown area shall be procured and paid for by the Contractor at no additional expense to the City.

The staging area located on the roof deck shall be cleared of all stored materials and equipment while the traffic membrane is being installed. Once the membrane has been installed, the area can once again be used as a staging area; however, the Contractor shall take special care not to damage the newly placed membrane. If such damage is incurred, Contractor shall repair the damage at no cost to the City.

II. NOTICE TO PROCEED / COMPLETION OF ALL WORK

Contractor should be prepared for the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials to be issued by Monday, January 3, 2022, and for all contract work (including demobilization) to be completed by Wednesday, April 27, 2022.

In the event that all contract work cannot be completed by April 27, 2022, the Contractor will be required to restore all parking stalls to full functionality (with functioning meters), prepare the structure for public use from May 1, 2022, through Labor Day, September 5, 2022, and demobilize from the project site. The City is required to make Parking Structure Lot 3 available to the public between May and Labor Day, to accommodate visitors to Manhattan Beach.

Furthermore, if all work was not completed by April 27, 2022, the Contractor will not be permitted to remobilize until September 6, 2022. No work will be permitted beginning the Monday before Thanksgiving Day 2021 through January 2, 2022, nor will any work be permitted beginning the Monday before Thanksgiving Day 2022 through January 2, 2023.

The City shall not incur additional costs for a second mobilization. Liquidated damages will be assessed on a calendar day basis beginning May 1, 2022, until the project is completed.

III. WORKING ON SATURDAY

The City will permit work on Saturdays between the hours of 9:00 a.m. and 6:00 p.m. The option of working Saturday is provided for the Contractor's benefit should additional time be needed to complete all work prior to April 27, 2022. Saturdays are not counted in the 81 working day contract completion time referenced in these Bid Documents.

IV. CLOSURE OR PARTIAL CLOSURE OF PARKING LEVELS / ACCESS TO OTHER PARKING LEVELS DURING CONSTRUCTION

Contractor will only be permitted to completely close the third level roof deck and the upper portion of the exit ramp from the roof deck to the second level deck, while installing the traffic coating and/or performing the necessary repairs and reinstallation related to the installation of the traffic coating. No more than 10 spaces at a time may be closed on the

ground level and the second level in areas adjacent to work being performed. Closure of the roof deck or any portion of the ground level or second level shall be accomplished by posting "NO PARKING" signs that comply with City Standard Drawing MBSI-182A-0. Signs shall be placed on each meter no later than 72 hours prior to the closure of the level.

The Contractor shall maintain a clear and open vehicular path on the ground level and second levels, to allow vehicles to access other levels. Furthermore, the Contractor shall provide vehicular access on the ramps between the ground level and second level at all times. Contractor may close a portion of the ramps, as long as a vehicle lane is maintained, and traffic is directed by a full-time flagman.

Contractor shall maintain vehicular access at all times to the business that accesses its office and private parking area at the west end of the second level of the parking structure. Since this is the only access to this business' private parking area, it must be left accessible at all times during the work on this project.

Contractor shall develop and submit a parking level closure and vehicle circulation plan for approval by the City as part of the preconstruction requirements.

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

V. SIGNAGE FOR PARTIAL CLOSURE / ACCESS TO LOT 3 DURING CONSTRUCTION

Contractor shall provide and maintain three (3) signs on A-frames: one (1) on the Center Place entrance to the lower level and two (2) on the 12th Street entrance.

Signage, sizing and messaging shall be approved by the City prior to installation. The cost for meeting this requirement shall be included in the appropriate bid item and no additional compensation shall be allowed therefor.

VI. NOTIFICATION OF RESIDENTS AND BUSINESSES

The Contractor shall notify in person and with printed notification, at least ten (10) working days prior to commencing work, to all businesses adjacent to Parking Structure Lot 3.

This includes providing notification to the adjacent private business, which accesses their privately owned parking lot from the second level just to the west of the Parking Structure Lot 3.

Contractor shall also notify Jill Lampkin, Executive Director of the Downtown Manhattan Beach Business & Professional Association. Ms. Lampkin can be reached at (310) 261-5555. Furthermore, Contractor shall provide Ms. Lampkin with a phone number to call for any questions or concerns related to the project.

Printed notices shall contain a general description of the work to be done and the date(s) the work will be done. The notices shall also include a statement that parking will be restricted in Lot 3. All public notices must be reviewed and approved by the Engineer prior to its distribution.

The Contractor shall also post printed "NO PARKING – TOW AWAY" signs for each parking stall at least is seventy-two (72) hours prior to closure of a parking lot Level. The Contractor shall document the day, date, and time the "NO PARKING" signs were posted.

The signs shall contain the day, date, hours, and municipal code that parking will be prohibited and shall meet the requirements of the City of Manhattan Beach Standard Plan MBSI-NP-1.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

Full compensation for compliance with the preceding requirement shall be considered as being included in the appropriate bid item in the bid schedule and no additional compensation shall be allowed therefor.

VII. COORDINATION OF WORK ACTIVITIES WITH ADJACENT PRIVATE BUSINESS IMPROVEMENTS

Contractor is notified that construction activities for the adjacent business, whose second level parking area is accessed through Parking Structure Lot 3, may occur concurrently with construction of the Parking Structure Lot 3 Improvements.

Contractor's attention is directed to Section 5-6 Cooperation of the General Provisions. Contractor shall cooperate and coordinate its construction activities with the construction activities of the adjacent business. Full compensation for compliance with this item shall be considered as included various Contract items in the Bid Schedule and no additional compensation will be allowed therefor.

VIII. CONSTRUCTION WATER

Construction water may be taken only at locations approved by the City. The City will install a construction meter and eddy valve at these locations at the Contractor's expense. This valve shall be operated when taking construction water with the fire hydrant remaining open during the day. Contractor will be charged for construction water on an as-used basis.

The Contractor shall make application to the City for installation of a fire hydrant water meter for his construction water and shall make appropriate meter deposits to cover cost of relocation or damage to the meter. Water shall be applied in the amounts, at the locations, and for the purposes designated in these specifications and as ordered by the Engineer. Water used for dust control shall be applied by means of pressure-type distributors or pipelines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water. Equipment used for the application of water shall be equipped with a positive means of shut-off.

Payment for applying water, including all labor, tools, equipment, and incidentals required for the application of water shall be considered as included in the various contract items of work involving the use of water, and no additional compensation will be allowed.

IX. DEWATERING, DUST, AND SOUND CONTROL REQUIREMENTS

Dewatering and Disposal of Water Used on the Project

Dewatering is not anticipated on this project.

Any water used in the course of the work on this project shall be contained onsite and properly disposed of in accordance with the Water Pollution Control Act without damaging or soiling adjacent City, County, State, or private property. No runoff

(construction or otherwise) shall be permitted to leave the project area and be permitted to enter the City's storm drain system. Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board Standards (NPDES permit).

The Contractor shall conduct his/her operation such that storm or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if in the opinion of the Engineer, public or private properties are not subject to damage. The Contractor shall obtain and submit to the City written permission from the applicable public agency or property owner before the Engineer will permit any diversion of water outside the right-of-way. It shall be the Contractor's responsibility to control the surface water entering the work area at no additional cost to the City. The Contractor shall correct damage to the work area as the result of surface water at no cost to the City.

Dust Control

Contractor shall control dust by conforming to the South Coast Air Quality Management District (SCAQMD) Rule 403, which requires the implementation of best available dust control measures during active operations capable of generating fugitive dust. For additional information regarding Rule 403, please refer to SCAQMD website at: <https://www.aqmd.gov/home/rules-compliance/compliance/rule-403-dust-control-information>

Because this project does not encompass more than 50 acres, it is not defined by SCAQMD as a "Large Operation," which means the Contractor does not have to submit any of the forms referenced on the District's website.

The Contractor shall never leave the construction premises dirty or dusty.

All spillage and any excessive dirt or debris resulting from hauling operations, moving of equipment along or across any private or public property or public traveled way, shall be removed immediately at the Contractor's expense. Whenever the Contractor fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled. The costs of controlling dust shall be deducted from moneys due or to become due the Contractor.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

Sound Control

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the Contractor's operations shall not exceed 86 DBA at a distance of fifty feet (50'). This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of sound control shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

X. SPECIAL PROJECT SITE MAINTENANCE AND PUBLIC CONVENIENCE AND SAFETY (BID ITEM NO. 18)

Contractor's attention is directed to paragraphs 8 & 9 of General Provisions Section 7-8 Worksite Maintenance. Work directed by the Engineer in writing and payment for work performed pursuant to these two paragraphs shall be applied to the not-to-exceed stipulated Bid Item No. 17 – Special Project Site Maintenance and Public Convenience and Safety.

XI. PERMITS

Prior to commencing work, the Contractor shall obtain a Building Permit for the project. Permit shall be obtained online through the City of Manhattan Beach Citizen Self Service (CSS) portal at energov.citymb.info/EnerGovProd/SelfService#/home.

Contractor shall create a free account for accessing this system.

XII. HAUL ROUTES

Contractor shall haul off all waste material via Manhattan Beach Boulevard. Contractor will be permitted to use Morningside Drive, Center Place, 12th Street, Highland Avenue, and Valley Drive to access Manhattan Beach Boulevard.

XIII. CONTRACTOR DAILY REPORT

Contractor shall complete and submit to the City the Contractor Daily Report (Appendix II) daily.

XIV. REINFORCING STEEL

Note: All reinforcing steel used on this project shall be epoxy coated per Technical Provision 03 20 00, Part 2, Section 2.1 C.

PART II: STANDARD AND SPECIAL TECHNICAL PROVISIONS

SECTION 00 01 00
TECHNICAL SPECIFICATIONS TABLE OF CONTENTS

DIVISION 01	GENERAL REQUIREMENTS
Section 01 10 00	Summary of Work
DIVISION 02	EXISTING CONDITIONS
Section 02 15 00	Shoring and Bracing
Section 02 41 19	Selective Demolition
DIVISION 03	CONCRETE
Section 03 20 00	Concrete Reinforcement
Section 03 34 00	Trowel Applied Mortar
DIVISION 07	THERMAL AND MOISTURE PROTECTION
Section 07 18 00	Traffic Coatings
Section 07 92 00	Joint Sealants
DIVISION 09	FINISHES
Section 09 92 00	Pavement Markings

END OF SECTION

**SECTION 01 10 00
SUMMARY OF WORK**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract and Divisions 01, 02, 03, 07, 09, and 26 Specification Sections apply to this Section.

1.2 INTENT OF SPECIFICATIONS AND CONSTRUCTION DETAILS

- A. The intent of the Specifications is to describe the Work which the Contractor undertakes to do, in full compliance with the Contract, and it is understood that the Contractor will furnish, unless otherwise provided in the Contract, all materials, machinery, equipment, tools, supplies, transportation, labor, and all other incidentals necessary to the satisfactory prosecution and completion of the Work. The Specifications, including the Details in Appendix IV, are complementary, and what is called for by either is as binding as if called for by both.
- B. The Technical Specifications shall control where in conflict with the Standard Specifications. However, such portions of the Standard Specifications not in conflict or not rendered meaningless by the Special provisions shall remain in full force and effect and be binding on the parties hereto.
- C. In the event the Contractor discovers any error or discrepancy in the Contract Documents, he shall immediately call upon the Engineer for his guidance. The Engineer shall then make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications, Special Provisions, Detail Drawings and other Contract Documents, as construed by him and his decision shall be final.
- D. Steel Coating references in this specification to "SSPC" refer to the Steel Structures Painting Council (established in 1950 and renamed in 1997 The Society for Protective Coatings), which has established industry recognized standards for sandblasting of steel surfaces prior to coating.

PART 2 – PRODUCTS

NOT APPLICABLE

PART 3 – EXECUTION

3.1 BID ITEMS

BID ITEM 1 – MOBILIZATION

- A. Scope of Work
 - 1. This item shall consist of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site. For the establishment by the Contractor of temporary offices, building facilities, all utilities, safety equipment and first aid supplies, sanitary and other facilities, as required by these

Specifications, and State and local laws and regulations. The preparation, submittal and approval of all submittals, the ordering of required material

2. The costs of bonds and any required insurance and other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall be included in this Item.
3. Included in this item are the furnishing, placing, repositioning, maintaining and removal of all temporary barriers, signage and barricades as required, as well as any and all other costs associated with the required maintenance of traffic or project phasing.
4. This item of work will also include any other item or items of work shown, implied, or required for the completion of the project that are not directly paid for under other pay items.
5. All costs associated with the required meetings and coordination with the Authority and Engineer. In addition, all costs associated with the Contractor badging and the quality control and safety plan requirements, as well as preparation and maintenance of the project schedule, shall be included in this item.
6. DEMOBILIZATION: The Contractor shall completely demobilize and remove from the project site all equipment, vehicles, materials, offices, and waste within the Contract Time. Liquidated damages will be assessed if the Contractor has not completely demobilized from the project site at the expiration of Contract Time.
7. Mobilization Cost shall not exceed 10% of the Total Bid Price.
8. Payment of lump sum amount for mobilization shall be based on the total percentage of original contract amount complete.

B. Materials

1. None

C. Execution

1. None

BID ITEM 2 CRACK REPAIRS GREATER THAN 1/16-INCH (ROOF DECK)

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to locate, prepare rout and seal random cracks greater than (>) 1/16" in width on the concrete roof deck floor slab. Refer to Detail 1 for specific requirements. Refer to Detail Drawings for approximate location of cracks.
2. Payment for Crack Repair shall be in LF.

B. Materials

1. Approved materials for use in this Work are specified in Section "Joint Sealants."
2. Joint Sealant material shall be compatible with traffic coating material if applicable.

C. Execution

1. Contractor shall locate slab cracks greater than ($>$) 1/16" in the approximate area shown on the drawings that show signs of water staining in the ceiling below the slab.
2. Contractor shall remove existing sealant if present from the cracks.
3. Cracks shall be routed or sawcut to an adequate width and depth to allow installation of joint sealant. Care should be taken to not damage embedded reinforcing or prestressing steel. Routing shall be performed by mechanized device that has positive mechanical control over depth and alignment of cut.
4. Cavities shall be thoroughly cleaned by either sandblasting or grinding to remove all remaining sealant and unsound concrete which may interfere with adhesion. Groove shall also be air blasted to remove remaining debris.
5. Install sealants in accordance with sealant manufacturer's instructions and the specification Section "Joint Sealants."

BID ITEM 3 JOINT SEALANT REPLACEMENT IN ALL JOINTS (ROOF DECK)

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to locate, prepare rout and reseal all expansion joints on the concrete floor slab of roof deck of the parking garage. Refer to Detail 2 for specific requirements. Refer to Parking Lot 3 Roof Level Repair Plan (Sheet 3 of 5) for approximate location of joints.
2. Payment for Joint Sealant Repair/Replacement shall be in LF.

B. Materials

1. Approved materials for use in this Work are specified in Section "Joint Sealants."
2. Joint Sealant material shall be compatible with traffic coating material.

C. Execution

1. Contractor shall locate joints in the slab by visual inspection.
2. Contractor shall remove existing sealant if present from the joints.
3. When existing joint dimensions do not conform to Detail 2, joints shall be routed or sawcut to an adequate width and depth to allow installation of joint sealant. Care should be taken to not damage embedded reinforcing or prestressing steel. Routing shall be performed by mechanized device that has positive mechanical control over depth and alignment of cut.
4. Cavities shall be thoroughly cleaned by either sandblasting or grinding to remove all remaining sealant and unsound concrete which may interfere with adhesion. Groove shall also be air blasted to remove remaining debris.
5. Install Bond Breaker Material in bottom of all routed cracks before placing joint sealant per Detail 2.
6. Install sealants in accordance with sealant manufacturer's instructions and the specification Section "Joint Sealants."

BID ITEM 4 FLOOR SPALL REPAIRS (ROOF DECK)

A. Scope of Work

1. This Work consists of furnishing all labor, materials, equipment, supervision, and incidentals including shoring necessary to locate existing spalls, locate and remove delaminated and unsound floor concrete, prepare cavities, and install new concrete and reinforcing (as required) materials to restore concrete floor on the roof deck to original condition and appearance. Refer to Detail 3 for specific requirements.
2. Payment for Floor Spall Repair shall be in SF.

B. Materials

1. Concrete repair materials shall be as specified in Section "Trowel Applied Mortar".

C. Execution

1. Locate and mark spalled/delaminated areas using a sounding hammer or chain drag.
2. Review the delaminated areas with the Engineer before starting work.
3. Refer to Section "Selective Demolition" for procedures of removing concrete, preparing the surface of the concrete and reinforcing steel.
4. Coat all exposed steel with corrosion resistant epoxy.
5. Repair Cavity with Mortar, Refer to Section "Trowel Applied Mortars" for additional details.
6. Finish surface of concrete to match existing. Paint damaged parking striping to match.

BID ITEM 5 CEILING SPALL REPAIRS (UNDERSIDE OF ROOF AND SECOND LEVEL DECK)

A. Scope of Work

1. This Work consists of furnishing all labor, materials, equipment, supervision, and incidentals including shoring necessary to locate existing spalls, locate and remove delaminated and unsound overhead concrete, prepare cavities, and install new concrete and reinforcing (as required) materials to restore concrete ceiling to original condition and appearance. Refer to Detail 5 for specific requirements.
2. Payment for Ceiling Repair shall be in SF.

B. Materials

1. Concrete repair materials shall be as specified in Section "Trowel Applied Mortar".

C. Execution

1. Locate and mark spalled/delaminated areas using a sounding hammer or metal rod.
2. Review the delaminated areas with the Engineer before starting work.
3. Refer to Section "Selective Demolition" for procedures of removing concrete, preparing the surface of the concrete and reinforcing steel.

4. Coat all exposed steel with corrosion resistant epoxy.
5. Repair Cavity with Mortar, Refer to Section "Trowel Applied Mortar" for additional details.
6. Finish surface of concrete to match existing. Paint damaged parking striping to match.

BID ITEM 6 TRAFFIC MEMBRANE – NEW SYSTEM (ROOF DECK, EXIT RAMP AND ENTRY RAMP TO LIMITS SHOWN ON CONSTRUCTION DETAILS)

A. Scope of Work

1. This Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to install a new traffic membrane, on the roof deck including preparation of concrete floor surfaces to receive membrane. This Bid Item includes installation of traffic membrane. Refer to Detail 6 for specific requirements.
2. The following items are incidental to this work: vertical detailing and cove sealant installation including lapping the membrane 4-inches over all adjoining curbs.
3. The following items preparatory to this work are included in separate bid items: routing and sealing of all roof deck cracks greater than 1/16-inch, replacement of all roof deck expansion joint sealant and repair of roof floor spalls.
4. Payment for Traffic Membrane – New System shall be in SF.

B. Materials

1. Approved membrane materials for use in this Work are specified in Section "Traffic Coatings."
2. Pavement markings touch up materials are specified in Section "Pavement Markings."

C. Execution

1. Prior to concrete surface preparation, remove any existing pavement markings in the work area without damaging concrete substrate.
2. Clean and prepare the floor area to receive new membrane as directed by the membrane manufacturer. Shot blast preparation is required for floors.
3. Traffic membrane shall be installed only by licensed applicators in accordance with the membrane manufacturer's recommendations. Contractor shall submit appropriate certification documenting licensing for applicators prior to commencing installation of the traffic membrane.
4. Refer to Section "Traffic Coatings" for membrane installation procedure.
5. Touch up affected pavement markings in the work area to match existing conditions per the requirements of Section "Pavement Markings."

BID ITEM 7 REMOVE AND REPLACE WHEEL BUMPER STOPS (ROOF DECK)

A. Scope of Work

1. This work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to remove, store, and re-install the existing wheel bumper stops on the roof deck of the parking garage.
2. Payment for Remove and Replace Wheel Bumper Stops shall be in Each (EA).

B. Materials

1. Rubberized Wheel Bumper Stops.

C. Execution

1. Remove existing wheel bumper stops. Clean parking deck of all debris/epoxy.
2. After coating of the deck is complete, re-install the wheel bumper stops by attaching them to the membrane and deck using epoxy and sealant approved by the coating manufacturer for this application and bolt the wheel bumper stop to the deck as shown in Detail 7.

BID ITEM 8 REMOVE AND REINSTALL PARKING METERS (ROOF DECK)

A. Scope of Work

1. This work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to remove, store and reinstall the parking meters and stands from the surface of the parking deck.
2. There are 56 parking stalls on the roof deck and 56 parking meters; however, in most instances, two meters are mounted on a single stand (post), which is why only 29 meters are referenced in the parking meter bid item quantity. The contractor will thus be removing 29 meter posts (most with two meters mounted on that post) and reinstalling those 29 meter posts in the same location.
3. The cost of repairing, cleaning, and coating the existing meter supports, including replacing any corroded or broken floor plate anchor bolts, is incidental to the bid item.
4. Payment for Remove and Reinstall Parking Meter shall be in Each (EA).

B. Materials

1. Concrete Anchors
2. Neoprene base.
3. Joint sealant per section Joint Sealants.
4. Painting Primer – Use Sherwin Williams Kem Kromik Universal Metal Primer or equivalent
5. Painting Coating – Sherwin Williams Steel Master™ 9500 Coating, B56-300 Series, or equivalent

C. Execution

1. Remove the existing parking meter from the concrete surface by unbolting it from the parking deck. Before removing, note the meter number and return the numbered meters to the same location from which they were removed after the installation of the traffic membrane.
2. Execution of Painting and Coating.
 - a. Review the work areas to be coated with the Engineer before starting work.
 - b. Verify color selection with City prior to start of Work.
 - c. Clean and coat the supports. Repair any damaged supports as needed.
 - d. Take all necessary measures to contain sandblasting debris and paint to immediate work area and protect public from exposure.
 - e. Solvent clean any surface area with oil or grease build-up prior to receiving sandblast preparation in accordance with SSPC-SP1 and Manufacturer's recommendations.
 - f. Sandblast all surfaces with surface corrosion to near-white metal blast cleaning in accordance with SSPC-SP10.
 - g. Air blast and remove all debris from Work area prior to application of primer or paint.
 - h. Apply primer to all sandblasted metal surfaces on same day as sandblast operations. Apply primer in strict accordance with manufacturer's recommendations.
 - i. Apply paint in strict accordance with the Manufacturer's recommendations.
 - j. Protect painted surface from damage during drying/curing.
 - k. Clean all areas with excess paint and tape or other miscellaneous materials from the area.
3. Reinstall the parking meter after the traffic coating has been installed on the concrete surface.
4. Use the same size and type of concrete anchors as currently used to anchor the parking meters to the concrete deck. If existing anchor bolts are corroded or otherwise damaged, they should be replaced with new anchors bolts.
5. Provide a neoprene base below the base plate (same size as the base plate with matching holes) and joint sealant around the base plate and around the anchor head after installation. Base plate may be rotated if necessary to facilitate installation of anchors.

BID ITEM 9 TRAFFIC STRIPING (ROOF DECK)

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to locate, layout and paint parking stall stripes, traffic arrows, crosswalks, accessible stall access aisles, curbs, symbols, stop bars and all other existing pavement markings on the roof deck.

2. Stripes shall match all existing marks and be provided at same locations.
 3. Remove existing stripes in those locations where they conflict with new striping layout.
 4. Payment for Traffic Striping shall be as Lump Sum (LS).
- B. Materials
1. Painting materials shall be as specified in Section "Pavement Markings."
- C. Execution
1. Contractor shall prepare drawing of existing parking layout in repair areas prior to starting with repairs. Contractor shall note stall width, angle of parking, directional traffic arrows and all other existing pavement markings. Drawing shall be submitted to and approved by the Engineer, prior to placement of any layer of the traffic membrane.
 2. Contractor shall submit striping plan for Engineer's approval.
 3. Contractor shall locate and layout Work areas as indicated on Drawings and shall match existing pavement markings, except as directed otherwise by Engineer.
 4. Where existing pavement markings conflict with new striping layout, remove conflicting pavement markings as indicated in Section "Pavement Markings." In areas where Contractor removes existing striping because it conflicts with the new striping layout, Contractor shall restore the concrete floor to the original condition and appearance.
 5. Engineer shall inspect all layout and surface preparation for conditions in accordance with Section "Pavement Markings."
 6. Paint materials and associated referenced specifications are as specified in Article "Materials," above. Procedures shall be in accordance with referenced specifications.

BID ITEM 10 CURB REPAIRS – INTERIOR (ALL LEVELS) INCLUDING REATTACHMENT OF HANDRAIL WHERE NEEDED PER CONSTRUCTION DETAILS

- A. Scope of Work
1. This Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to locate existing spalls, locate and remove delaminated and unsound concrete from curbs, prepare cavities and install new concrete and reinforcing (as required) materials to restore curb to original condition and appearance. Refer to Detail 4 for specific requirements.
 2. Payment for Curb Repair – Interior shall be in SF.
- B. Materials
1. Concrete repair materials shall be as specified in Section "Trowel Applied Mortar".
- C. Execution
1. Locate and mark spalled/delaminated areas using a sounding hammer.
 2. Review the delaminated areas with the Engineer before starting work.

3. Scan the area to be chipped with GPR or other device to locate all existing metals.
4. Refer to Section "Selective Demolition" for procedures of removing concrete, preparing the surface of the concrete and reinforcing steel.
5. Coat all exposed steel with corrosion resistant epoxy.
6. Repair Cavity with Mortar, Refer to Section "Trowel Applied Mortars" for additional details.
7. Reinstall all damaged handrail into the existing galvanized sleeve per Detail 4.
8. Finish surface of concrete to match existing. Repair damaged paint if present to match existing.

BID ITEM 11 CURB REPAIRS – FAÇADE (ALL LEVELS) INCLUDING REATTACHMENT OF HANDRAIL WHERE NEEDED PER CONSTRUCTION DETAILS

A. Scope of Work

1. This Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to locate existing spalls, locate and remove delaminated and unsound concrete from curbs, prepare cavities and install new concrete and reinforcing (as required) materials to restore curb to original condition and appearance. Refer to Detail 4 for specific requirements.
2. Payment for Curb Repair – Facade shall be in SF.

B. Materials

1. Concrete repair materials shall be as specified in Section "Trowel Applied Mortar".

C. Execution

1. Locate and mark spalled/delaminated areas using a sounding hammer.
2. Review the delaminated areas with the Engineer before starting work.
3. Refer to Section "Selective Demolition" for procedures of removing concrete, preparing the surface of the concrete and reinforcing steel.
4. Coat all exposed steel with corrosion resistant epoxy.
5. Repair Cavity with Mortar, Refer to Section "Trowel Applied Mortars" for additional details.
6. Reinstall all damaged handrail into the existing galvanized sleeve per Detail 4.
7. Finish surface of concrete to match existing (see Detail 4). Repair damaged paint if present to match existing.

BID ITEM 12 SPECIAL PROJECT SITE MAINTENANCE AND PUBLIC CONVENIENCE AND SAFETY

A. Scope of Work

1. This work consists of furnishing all labor, materials, equipment, supervision, and incidentals as required should the City deem it necessary, for the purpose of maintaining good public relations, to require the Contractor to perform special Project site maintenance and public convenience and safety actions and work that are over and above those required by the provisions of Section 7-8 and Section 7-10 of the Standard Specifications and these General Provisions. If such actions are deemed necessary, they shall be as directed by the Engineer in writing.
 2. Payment for compliance with directed Special Project Site Maintenance and Public Convenience and Safety Actions shall be as referenced in this stipulated bid item at a lump sum cost of \$1,000.
- B. Materials
1. Materails shall be as directed in Engineer's written instructions.
- C. Execution
1. Execution shall be as directed in Engineer's written instructions.

BID ITEM 13 SIGNAGE PER SPECIAL PROVISIONS

- A. Scope of Work
1. This work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary for the installation of the parking warning signage.
 2. Payment for Installation of Signage called out in the Special Provisions shall be in Each (EA).
- B. Materials
1. Signs to be installed as described in the Special Provisions.
 2. Provide galvanized steel A-Frame signage at least 4 feet in height.
- C. Execution
1. Review locations and text of proposed signage with Engineer prior to placement.
 2. Check condition and placement of all signage at the end of each workday. If signs have been moved or damaged, replace them with equivalent signage prior to start of work the next day.

ADDITIVE BID ITEM 14 CRACK REPAIRS GREATER THAN 1/16-INCH (GROUND AND SECOND LEVELS)

- A. Scope of Work
1. Work consists of furnishing all labor, materials, equipment, supervision and incidentals necessary to locate, prepare rout and seal random cracks greater than (>) 1/16" in width on the concrete on the ground level and the second level including the ceiling of the ground level (i.e., the underside of the second level floor slab). Refer to Detail 1 for specific requirements. Refer to Detail Drawings for approximate location of cracks.
 2. Payment for Crack Repair shall be in LF.
- B. Materials

1. Approved materials for use in this Work are specified in Section "Joint Sealants."
 2. Joint Sealant material shall be compatible with traffic coating material if applicable.
- C. Execution
1. Contractor shall locate slab cracks greater than ($>$) 1/16" in the approximate area shown on the drawings that show signs of water staining in the ceiling below the slab.
 2. Contractor shall remove existing sealant if present from the cracks.
 3. Cracks shall be routed or sawcut to an adequate width and depth to allow installation of joint sealant. Care should be taken to not damage embedded reinforcing or prestressing steel. Routing shall be performed by mechanized device that has positive mechanical control over depth and alignment of cut.
 4. Cavities shall be thoroughly cleaned by either sandblasting or grinding to remove all remaining sealant and unsound concrete which may interfere with adhesion. Groove shall also be air blasted to remove remaining debris.
 5. Install sealants in accordance with sealant manufacturer's instructions and the specification Section "Joint Sealants."

ADDITIVE BID ITEM 15 JOINT SEALANT REPAIR/REPLACEMENT (GROUND LEVEL AND SECOND LEVEL)

- A. Scope of Work
1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to locate, prepare rout and reseal expansion joints on the concrete floor slab of ground level and second level of the parking garage. Refer to Detail 2 for specific requirements. Refer to Detail drawings of the ground and second levels for approximate location of crack repairs.
 2. Payment for Joint Sealant Repair/Replacement (Ground Level and Second Level) shall be in LF.
- B. Materials
1. Approved materials for use in this Work are specified in Section "Joint Sealants."
 2. Joint Sealant material shall be compatible with traffic coating material.
- C. Execution
1. Contractor shall locate joints in the slab by visual inspection.
 2. Contractor shall remove existing damaged sealant (if present) from the joints.
 3. When existing joint dimensions do not conform to Detail 2, joints shall be routed or sawcut to an adequate width and depth to allow installation of joint sealant. Care should be taken to not damage embedded reinforcing or prestressing steel. Routing shall be performed by mechanized device that has positive mechanical control over depth and alignment of cut.

4. Cavities shall be thoroughly cleaned by either sandblasting or grinding to remove all remaining sealant and unsound concrete which may interfere with adhesion. Groove shall also be air blasted to remove remaining debris.
5. Install Bond Breaker Material in bottom of all routed cracks before placing joint sealant per Detail 2.
6. Install sealants in accordance with sealant manufacturer's instructions and the specification Section "Joint Sealants."

ADDITIVE BID ITEM 16 FLOOR SPALL REPAIR (GROUND LEVEL AND SECOND LEVEL)

A. Scope of Work

1. This Work consists of furnishing all labor, materials, equipment, supervision, and incidentals including shoring necessary to locate existing spalls, locate and remove delaminated and unsound floor concrete, prepare cavities, and install new concrete and reinforcing (as required) materials to restore concrete floor on the ground level and second level to original condition and appearance. Refer to Detail 3 for specific requirements.
2. Payment for Floor Repair – Partial Depth shall be in SF.

B. Materials

1. Concrete repair materials shall be as specified in Section "Trowel Applied Mortar".

C. Execution

1. Locate and mark spalled/delaminated areas using a sounding hammer or chain drag.
2. Review the delaminated areas with the Engineer before starting work.
3. Refer to Section "Selective Demolition" for procedures of removing concrete, preparing the surface of the concrete and reinforcing steel.
4. Coat all exposed steel with corrosion resistant epoxy.
5. Repair Cavity with Mortar, Refer to Section "Trowel Applied Mortars" for additional details.
6. Finish surface of concrete to match existing. Paint damaged parking striping to match.

ADDITIVE BID ITEM 17 REMOVE AND REPLACE DAMAGED STEEL RAILING (SECOND LEVEL AND ROOF DECK WHERE SHOWN ON CONSTRUCTION DETAILS)

A. Scope of Work

1. This work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to remove and replace damaged sections of existing steel railing where designated on the Detail drawings.
2. Payment for removal and replacement of designated steel railing shall be in LF.

B. Materials

1. Galvanized steel tubing to match diameter of existing undamaged portions of the safety railing.
2. Painting Primer – Use Sherwin Williams Kem Kromik Universal Metal Primer or equivalent
3. Painting Coating – Sherwin Williams Steel Master™ 9500 Coating, B56-300 Series, or equivalent.

C. Execution

1. Review the work areas to be coated with the Engineer before starting work.
2. Verify color selection with City prior to start of Work.
3. Clean and coat the designated steel elements.
4. Take all necessary measures to contain paint overspray to immediate work area and protect public from exposure.
5. Apply paint in strict accordance with Manufacturer's recommendations.
6. Protect painted surface from damage during drying/curing.
7. Clean all areas with excess paint and tape or other miscellaneous materials from the area.

ADDITIVE BID ITEM 18 SANDBLAST AND RECOAT STEEL STAIRWAY AND OTHER STEEL ELEMENTS WHERE NOTED ON DETAIL DRAWINGS PER TECHNICAL PROVISIONS

A. Scope of Work

1. This work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to sandblast, paint and coat steel elements including the underside of pedestrian stairways and certain steel beams where designated on the Detail Drawings.
2. Payment for sandblasting, painting and coating these steel elements shall be in SF.

B. Materials

1. Painting Primer – Use Sherwin Williams Kem Kromik Universal Metal Primer or equivalent
2. Painting Coating – Sherwin Williams Steel Master™ 9500 Coating, B56-300 Series, or equivalent

C. Execution

1. Review the work areas to be coated with the Engineer before starting work.
2. Verify color selection with City prior to start of Work.
3. Clean and coat the designated steel elements.
4. Take all necessary measures to contain sandblasting debris and paint to immediate work area and protect public from exposure.
5. Solvent clean any surface area with oil or grease build-up prior to receiving sandblast preparation in accordance with SSPC-SP1 and Manufacturer's recommendations.

6. Sandblast all surfaces with surface corrosion to near-white metal blast cleaning in accordance with SSPC-SP10.
7. Air blast and remove all debris from Work area prior to application of primer or paint.
8. Apply primer to all sandblasted metal surfaces on same day as sandblast operations. Apply primer in strict accordance with manufacturer's recommendations.
9. Apply paint in strict accordance with Manufacturer's recommendations.
10. Protect painted surface from damage during drying/curing.
11. Clean all areas with excess paint and tape or other miscellaneous materials from the area.

ADDITIVE BID ITEM 19 CEILING SPALL REPAIR ABOVE VERTICAL BRIDGE ON SECOND LEVEL AND ABOVE TRASH ENCLOSURE ON GROUND LEVEL

A. Scope of Work

1. This Work consists of furnishing all labor, materials, equipment, supervision, and incidentals including shoring necessary to locate existing spalls, locate and remove delaminated and unsound overhead concrete, prepare cavities, and install new concrete and reinforcing (as required) materials to restore concrete ceiling to original condition and appearance in the areas above the Vertical Bridge on in the northwest corner of the second level and above the trash enclosure in the southwest corner of the ground level as designated on the Detail Drawings. Refer to Detail 5 for specific requirements.
2. Contractor shall coordinate with City's Project Manager to secure access to these areas.
3. Payment for Ceiling Repair shall be in SF.

B. Materials

1. Concrete repair materials shall be as specified in Section "Trowel Applied Mortar".

C. Execution

1. Locate and mark spalled/delaminated areas using a sounding hammer or metal rod.
2. Review the delaminated areas with the Engineer before starting work.
3. Refer to Section "Selective Demolition" for procedures of removing concrete, preparing the surface of the concrete and reinforcing steel.
4. Coat all exposed steel with corrosion resistant epoxy.
5. Repair Cavity with Mortar, Refer to Section "Trowel Applied Mortar" for additional details.
6. Finish surface of concrete to match existing. Paint damaged parking striping to match.

END OF SECTION

SECTION 02 15 00
SHORING AND BRACING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Provisions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Extent of shoring and bracing work includes, but is not limited to, the following:
 - 1. Shoring and bracing necessary to protect existing structure, buildings, utilities, and other improvements and excavation against damage, deflections, collapse, and loss of ground or caving embankments.
 - 2. Maintenance of shoring and bracing.
 - 3. Removal of shoring and bracing, as required.
- B. Types of shoring and bracing system includes, but is not limited to, the following:
 - 1. Shoring towers and post shores.
 - 2. Structural steel struts.
 - 3. Cable bracing.

1.3 SUBMITTALS

- A. Layout Drawings: Provide layout drawings for shoring and bracing system and other data prepared and sealed by a registered Professional Engineer licensed in the project's jurisdiction. System design and calculations must be acceptable to the Engineer prior to the Start of Work.

1.4 QUALITY ASSURANCE

- A. Supervision: Engage and assign supervision of shoring and bracing work to a qualified Registered Engineer.
 - 1. Submit name of engaged consultant and qualifying technical experience for approval.
- B. Regulations: Comply with local codes and ordinances.

1.5 EXISTING UTILITIES

- A. Protect existing active sewer, water, gas, electricity and other services and structures.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. General: Provide suitable shoring and bracing materials which will support loads imposed. Materials need not be new but shall be in serviceable condition.

PART 3 – EXECUTION

3.1 SHORING

- A. Wherever shoring is required, locate the system to clear permanent construction and to permit selective demolition, and subsequent forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist lateral loads.

3.2 BRACING

- A. Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move a brace, install new bracing prior to removal of original brace.
- B. Do not place bracing where it will be cast into or included in permanent concrete work.
- C. Install internal bracing, if required, to prevent spreading or distortion to braced frames.
- D. Maintain bracing until structural elements are re-braced by other bracing or until permanent construction is able to safely withstand all applied loads.
- E. Remove shoring and bracing in stages to avoid damage to structures, facilities, and utilities.
- F. Repair or replace, as acceptable to Owner, adjacent work damaged or displaced through the installation or removal of shoring and bracing work.

END OF SECTION 02 41 19 SELECTIVE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Special Provisions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section requires the selective removal and subsequent offsite disposal of the following:
 - 1. Isolated areas of damaged concrete as noted on the drawings to be repaired.
 - 2. Other miscellaneous items incidental to the concrete repair process.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Provisions of the Contract and Division 01 Specification Sections.
- B. Schedule indicating proposed sequence of operations for selective demolition work to City for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required, together with details for dust and noise control protection.

- C. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of City's on-site operations.
 - 1. Coordinate with City's continuing use of portions of existing parking structure and with City's partial use of completed work. Clearly indicate number of parking stalls to be unavailable to the City during a given phase of work and obtain City's approval of same before starting work.
 - 2. Contractor shall review with the City and Engineer the types of equipment proposed for use during operations and obtain City's approval for such use.
- D. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with City prior to start of work.
- E. If shoring of concrete slab is required per construction Detail drawings, Contractor is to submit shoring plans, details and calculations, signed and sealed by a professional engineer registered in California.

1.4 JOB CONDITIONS

- A. Nearby Businesses and Parking Garage Users: Businesses and individuals are located immediately adjacent to the parking garage and/or will be parking in available stalls while repairs are ongoing, while selective demolition is underway. Conduct selective demolition work in manner that will minimize disruption to the local businesses and those using the parking garage. Provide minimum of 72 hours advance notice to City of demolition activities that will affect City's normal operations at the parking garage.
- B. Condition of Structures: City assumes no responsibility for actual condition of items or structures to be demolished.
 - 1. Examine areas and conditions under which the Work is to occur. Notify the Engineer immediately in writing of any conditions detrimental to the proper and timely completion of this Work.
 - 2. Proceed with the Work only after unsatisfactory conditions have been acceptably remedied.
 - 3. Conditions existing at time of inspection for bidding purposes will be maintained by City insofar as practicable.
- C. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
 - 1. Storage or sale of removed items on site will not be permitted.
- D. Protections: Provide temporary barricades and other forms of protection to protect City's personnel and general public from injury due to selective demolition work.
 - 1. Provide protective measures as required to provide free and safe passage of City's personnel and general public to occupied portions of building.
 - 2. Erect temporary covered passageways as required by authorities having jurisdiction.
 - 3. Protect from damage existing finish work, signs, parking equipment, etc. that is to remain in place during demolition operations.

4. Remove protections at completion of work.
 5. Protect adjoining properties, public thoroughfares, sidewalks, and utilities from damage due to demolition operations.
 6. Take adequate precautions to prevent unauthorized personnel from entering the job site.
- E. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- F. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from the City and Authority having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
 2. Protect vehicles and their occupants within or adjacent to the building from hazards or damages. Provide clean and unobstructed driveways and parking areas.
- G. Flame Cutting: Not allowed on site.
- H. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
1. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
 2. Maintain fire protection services during selective demolition operations.
- I. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
 2. Provide necessary protection to prevent airborne construction material, debris, fumes, etc. from entering adjacent building, air intakes, etc.
 3. Provide necessary ventilation systems, independent of building systems, to remove dust and fumes from work area.

PART 2 – PRODUCTS

NOT APPLICABLE

PART 3 – EXECUTION

3.1 DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.

1. Demolish concrete and masonry in small sections. Cut concrete at junctures with construction to remain using power-driven masonry saw or hand tools.
 2. The Contractor shall size and locate demolition equipment throughout structure and promptly remove debris in a manner to avoid imposing excessive loads on supporting walls, floors, or framing.
 3. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
 4. Perform demolition using procedures and equipment which will avoid spalling, cracking or other damage to existing concrete or finishes.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to City in written, accurate detail. Pending receipt of directive from City, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.
- C. Perform selective partial demolition of delaminated or spalled areas of the concrete structure to prepare the areas for repair in accordance with the Detail Drawings and the following Article 3.2.

3.2 DELAMINATED CONCRETE SURFACE PREPARATION

- A. Location and Marking of Work Areas
1. The Contractor shall locate floor slab surface delaminations by sounding the slab surface with a hammer or rod or dragging a chain. Mark the limits of the delaminated area with chalk or paint.
 2. Slab soffit (ceiling) delaminations shall be located by sounding the appropriate member with a hammer or rod. These limits or "boundaries" shall be marked with chalks or paint. Mark the limits of the delaminated area with chalk or paint.
 3. Prior to concrete removal, assign a unique designation to each repair location, and record on a drawing to be maintained by the Contractor.
- B. Concrete Removal and Surface Preparation
1. Delaminated, spalled and unsound concrete floor areas shall have their marked boundaries saw cut to a depth of 1/2 inch into the floor slab. For curbs and ceilings, the marked boundary may be either saw cut or ground to a depth of 1/2 inch into the existing concrete, measured from the original surface. All edges shall be straight and patch areas generally square or rectangular shaped, avoiding reentrant corners. A diamond blade saw or grinder with abrasive disk suitable for cutting concrete is acceptable for performing this work. The edge cut at the delamination boundary shall be dressed perpendicular to the member face. It shall also be of uniform depth for the entire length of the cut.
 2. All concrete shall be removed from within the marked boundary to a minimum depth of 3/4 inch using maximum 15 pound chipping hammers equipped with chisel point bits. If delaminations exist beyond the minimum removal depth or beyond the marked boundary, chipping shall continue until all unsound and delaminated concrete has been removed.

3. Where reinforcing bars are exposed by concrete removal, extra caution shall be exercised to avoid damaging the reinforcement during removal operations. Concrete removal of 3/4 inch minimum around and beyond the perimeter of the bar for the entire exposed length is required.
 4. If rust is present on reinforcing bars where they enter sound concrete, then additional removal of concrete along the reinforcement is required, until uncorroded grey reinforcement is exposed.
- C. Inspection of the Surfaces and Exposed Reinforcing
1. After removals are completed, but prior to final cleaning, the cavity and all exposed reinforcement shall be inspected by the Contractor. The inspection shall include sounding the exposed concrete to determine completeness of delamination removals, examination of dressed edges to verify depth and vertical edge of cut, and uniformity of excavation to ensure compliance with minimum limits specified.
 2. The Contractor shall inspect all reinforcement exposed within the cavity for defect due to corrosion or damage. Replacement of defective or damaged reinforcement shall be performed in accordance with the Drawings.
 3. The City may also review repair areas in a similar fashion to determine conformance with the Contract Documents.
- D. Preparation of Concrete Bonding Surface
1. The Contractor shall abrasive-blast or high pressure water blast all exposed surfaces within the repair areas to remove laitance and any foreign material that may impair bonding.
- E. Cleaning and Securing of Reinforcing
1. All exposed steel shall be cleaned, and epoxy coated with a corrosion inhibiting coating.
 2. Loose reinforcing steel shall be secured by either tying loose top reinforcing bars to partially bonded reinforcing bars or drilling supplemental anchors into the existing floor and installing tie downs. Lead anchors are not permitted. Securing loose reinforcement is incidental to surface preparation and no extras will be allowed for this work.
- F. Final Preparation
1. All concrete bonding surfaces shall be abrasive blasted prior to concrete placement.
 2. Air blasting is required as a final step to remove debris.

3.3 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off-site.
1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
 2. Burning of removed materials is not permitted on project site.

3.4 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections not required for subsequent construction activities and leave interior areas broom clean.
 - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.
 - 2. Clean adjacent facilities of dust, dirt and debris resulting from demolition operations.

END OF SECTION

SECTION 03 20 00
CONCRETE REINFORCEMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Special Provisions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Furnish, fabricate, and install reinforcement and associated items required or indicated on the drawings for cast-in-place concrete, including, but not necessarily limited to, conventional and epoxy-coated bars, welded wire fabric, ties, and supports.

1.3 WORK SPECIFIED ELSEWHERE

- A. Furnishing and placement of inserts, anchorages, and other embedded items as specified in other sections.

1.4 QUALITY ASSURANCE

- A. Unless otherwise shown or specified, fabrication and placement of all concrete reinforcement and related items shall conform to the following codes and standards:
 - 1. American Concrete Institute, ACI 318, "Building Code Requirement for Reinforced Concrete."
 - 2. American Concrete Institute, ACI 315, "Manual of Standard Practice for Detailing Reinforced Concrete Structures."
 - 3. Concrete Reinforcing Steel Institute, "Manual of Standard Practice."

1.5 SUBMITTALS

- A. Shop Drawings: Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with the ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures." Show bar schedule, stirrup spacing, diagrams of bent bars, arrangements, and assemblies, for the fabrication and placement of concrete reinforcement.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver reinforcement to the Project Site bundled, tagged, and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.
- B. Protection: Use all means necessary to protect concrete reinforcement before, during, and after installation and to protect the materials and installed work of all trades. Take all necessary precautions to maintain identification of fabricated bars after bundles are broken.
- C. Storage: Store concrete reinforcement materials at the site to prevent damage and accumulation of dirt or excessive rust. Epoxy-coated reinforcing bars shall be stored on protective cribbing.

- D. Epoxy-coated reinforcing bars: Coating damage due to handling, shipment and placing need not be repaired where the damaged area is 0.1 square inches or smaller; damaged areas larger than 0.1 square inches shall be repaired with Section 2.1 C; the maximum amount of damage including repaired and unrepaired areas shall not exceed 2 percent of the surface area of each bar.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Reinforcing Bars: ASTM A615, Grade 60, deformed.
- B. Welded Wire Fabric: ASTM A185
- C. Epoxy-Coated Reinforcing Bars: ASTM A775. All reinforcing bars placed on this project shall be epoxy-coated. When required, damaged epoxy coating shall be repaired with patching material conforming to ASTM A775 and done in accordance with the material manufacturer's recommendations. Reinforcing bars to be coated shall conform to Section 2.1-A.
- D. Bar Supports: Bar supports and spacing of same shall be per recommendations set forth by Chapter 3 of the "CRSI Manual of Standard Practice." Epoxy coated reinforcing bars supported from formwork shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated with dielectric material, compatible with concrete, for a minimum distance of 2 inches from the point of contact with epoxy-coated reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated.
- E. Tie Wire: Wire shall be 16 gauge or heavier, black-annealed. Epoxy-coated reinforcing bars shall be tied with plastic coated, epoxy coated, or nylon-coated tie wire or other acceptable materials.
- F. For epoxy grouting reinforcing steel use the Hilti "HIT HY 120 System" supplied by Hilti Fastening Systems or approved equal. Follow manufacturer's directions for installation and required surface preparation.

2.2 FABRICATION

- A. General Requirements: Fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication to tolerances complying with CRSI Manual of Standard Practice. In case of fabricating errors, do not re-bend or straighten reinforcement in a manner that will injure or weaken the material.
- B. Unacceptable Workmanship: Reinforcement with any of the following defects will not be permitted in the work:
 - 1. Bar lengths, depths and bends exceeding specified fabrication tolerances.
 - 2. Bends or kinks not indicated on drawings or final shop drawings.
 - 3. Bars with reduced cross-section due to excessive rusting or other cause.
- C. When epoxy-coated reinforcing bars are cut in the field, the ends of the bars shall be coated with the same material used for repair of coating damage.

PART 3 – PRODUCTS

3.1 PLACING REINFORCEMENT

- A. General Requirements:
1. All reinforcing bars shall be placed in accordance with CRSI "Recommended Practice for Placing Reinforcing Bars."
 2. Bars shall be placed to the tolerance specified in ACI 301.
 3. Place all reinforcement according to the approved placement drawings. Use sufficient bar supports, tie anchors, additional reinforcing bars, if required, and other accessories to hold all bars securely in place.
- B. Concrete Coverage: Place reinforcement to obtain the minimum coverages specified on the drawings for concrete protection. Arrange, space, and securely tie bars and bar supports together with 16 gauge wire to hold reinforcement accurately in position during concrete placement operation. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.
- C. Cleaning Reinforcement: Steel reinforcement, at the time concrete is placed around it, shall be free from loose rust and mill scale, oil, grease, paint, earth, ice and all coatings, which would reduce or destroy bond between steel and concrete. Clean reinforcement as necessary prior to, during, or after placement to achieve this result. When bars project from construction joints, all cement mortar clinging to the bars from previous concreting shall be removed before the ensuing enveloping concrete is placed.

3.2 REINFORCING BAR LAP SPLICES

- A. New slab reinforcing bars may be spliced to existing bars by lapped splices if adequate lengths of exposed existing bars are available. Provide reinforcement lap splices by placing bars in contact and tying with wire tightly. Comply with the requirements ACI 318-14.
- B. Do not make splices at points of maximum stress if possible.
- C. Stagger top splices, and in horizontal wall reinforcement separate at least five feet longitudinally in alternate bars of opposite tiers.
- D. Stubs and dowels required to receive and engage subsequent work shall extend a sufficient length to develop the strength of the bar. Place dowel and stub bars in the forms and secure against displacement during the placing of concrete. Where stub steel and dowels extend through construction joints in walls, they shall be thoroughly cleaned of adhering particles of concrete, before continuing the placing of any subsequent concrete.
- E. Where splicing length is insufficient either additional concrete removal or mechanical bar splicing shall be implemented at the direction of the Engineer.

3.3 REINFORCING BAR MECHANICAL SPLICES

- A. Bars to be spliced by the mechanical splicing process shall be free of paint, oil, rust, scale or other foreign material. The splice shall be done in accordance with the manufacturer's recommendations which shall be submitted to the Engineer for approval. The mechanical splice shall meet full tension requirement of 100% of the yield strength (fy) and have an ICC Evaluation report for the products being used.
- B. Splices shall be installed by manufacturer certified installers.

END OF SECTION

SECTION 03 34 00
TROWEL APPLIED MORTAR

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the contract, including General and Special Provisions and Division 01 Specification Sections, apply to this Section.

1.2 SCOPE OF WORK:

- A. This work shall consist of the removal of existing unsound concrete to required depth and the installation of a trowel applied, fast-setting cement mortar at locations indicated on drawings and/or at other locations designated by the Engineer.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Horizontal Repairs: The fast setting cement mortar shall achieve a minimum Compressive strength of 5,000 psi in 28 days. The products approved under this section are:
 - 1. SikaTop 122 Plus by Sika Corporation
 - 2. MasterEmaco T 1061DR by Master Builders Construction Chemicals
- B. Vertical and Overhead Repairs:
 - 1. SikaTop 123 Plus by Sika Corporation
 - 2. MasterEmaco N425 by Master Builders Construction Chemicals
- C. Corrosion Inhibiting Coating
 - 1. Sika Armatec 110 EpoCem by Sika Corporation
 - 2. Duralprep A.C. by Euclid Chemical Company

PART 3 – EXECUTION

3.1 SURFACE PREPARATIONS:

- A. All loose and unsound concrete shall be removed with small chipping hammers. Remove concrete a minimum of ¾" beyond the reinforcing steel.
- B. The surface shall be blown clean with compressed air to assure that all loose and hollow concrete is removed. The reinforcing steel shall be sandblasted to remove all rust.

3.2 PLACING, FINISHING AND CURING:

- A. Apply patching material as follows and in accordance with manufacturers' recommendations.
- B. Saturate the surface dry with water so that it maintains a dark gray color one half hour before placing.

- C. Scratch a base coat firmly into the dampened surface and apply the balance of the patch. Consolidate the mortar for density. For deep patches, add recommended filler and apply the material in lifts, allowing it to stiffen enough between lifts to support its own weight. For repairs over 4 inches deep, steel ties shall be provided to aid in weight support. Maximum filler addition to be 1-part filler to 2 parts by volume. The surface shall be troweled and brushed to match surrounding concrete.
- D. The finished patch shall be cured for at least forty-eight hours. Keep damp with water or coat with a water-based curing and sealing compound conforming to ASTM C1315 as recommended by the polymer repair mortar manufacturer.
- E. In hot weather, the surface shall be kept cool by shading. Use cold liquid for mixing. Work material rapidly since heat accelerates set. Cure immediately. In cold weather, do not make repair if temperature is expected to fall below freezing within 48 hours of placing. The patches must be kept at a minimum of 60 degrees for seventy-two hours for proper curing.

3.3 TESTING:

- A. The patched areas shall be sounded with a chain drag and/or hammer after 7 days after concrete placement; any hollowness detected shall be corrected by the Contractor by removing and replacing the patch at no extra cost to the City.

END OF SECTION

SECTION 07 18 00
TRAFFIC COATINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Special Provisions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. A single installer shall be responsible for providing complete water proofing system including all products specified in following Sections:
 - 1. Division 07 Section, "Traffic Coatings"
 - 2. Division 07 Section, "Joint Sealants"
- B. This Section includes traffic coating: Fluid applied, waterproofing, traffic-bearing elastomeric membrane with integral wearing surface, where surface to which membrane is to be applied is per the locations marked in the Detail Drawings.
- C. Materials shall be compatible with materials or related Work with which they come into contact, and with materials covered by this Section.
- D. Related Sections: Following Sections contain requirements that relate to this Section.
 - 1. Division 07 Section, "Joint Sealants"
 - 2. Division 09 Section, "Pavement Markings."

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Distribute reviewed submittals to all others whose Work is related.
- B. Pre-installation Conference: Meet at project site 3 weeks in advance of time scheduled for Work to proceed to review requirements for Work and conditions that could interfere with successful coating performance. Require every party concerned with coating Work or required to coordinate with it or protect it thereafter, to attend. Include manufacturer's technical representative and warranty officer.
- C. Requests For Information:
 - 1. Engineer reserves right to reject, unprocessed, any Request for Information (RFI) that Engineer, at its sole discretion, deems frivolous and/or deems already answered in the Contract Documents.
 - 2. RFI process shall not be used for requesting substitutions. Procedures for substitutions are specified in Section 4-1.6 of the General Provisions.

1.4 ACTION SUBMITTALS

- A. Product Data: For each system indicated, submit the following at least 30 days prior to application.

1. Product description, technical data, appropriate applications and limitations.
 2. Primer type and application rate.
 3. Material, and wet mils required to obtain specified dry thickness for each coat.
 4. Type, gradation, and aggregate loading required within each coat.
- B. Samples:
1. If requested by Engineer, one 4 inch by 4 inch stepped sample showing each component for each system indicated.
- C. Sample Warranty: For each system indicated.

1.5 INFORMATION SUBMITTALS

- A. Certificates:
1. Certification that products and installation comply with applicable federal, state of California, and local EPA, OSHA and VOC requirements regarding health and safety hazards.
 2. Evidence of applicator's being certified by manufacturer. Evidence shall include complete copy of manufacturer's licensing/certification document, spelling out repair responsibility for warranty claims.
 3. Certification from Manufacturer that finishes as specified are acceptable for system to be installed at least 1 month before placement of any concrete which will receive traffic coating.
 4. Certification stating static coefficient of friction meets minimum requirements of Americans with Disabilities Act (ADA).
 5. Certification stating materials have been tested and listed for UL 790 Class "A" rated materials/system by UL for traffic coating application specified on project. Containers shall bear UL labels.
 6. Certification from manufacturer confirming compatibility with existing underlying coatings and/or substrate.
- B. Manufacturer's Instructions: for each system indicated.
1. Crack treatment and surface preparation method and acceptance criteria.
 2. Method of application of each coat.
 3. Maximum and minimum allowable times between coats.
 4. Final cure time before resumption of parking and/or paint striping.
 5. Any other special instructions required to ensure proper installation.
- C. Field Quality Control:
1. Quality Control Plan as defined in Part 3.
 2. Two copies each of manufacturer's technical representative's log for each visit.
- D. Qualification Statements:
1. Manufacturer's qualifications as defined in "Quality Assurance" article.

2. Installer's qualifications as defined in "Quality Assurance" article.
3. Signed statement from applicator certifying that applicator has read, understood, and shall comply with all requirements of this Section.

1.6 CLOSEOUT SUBMITTALS

- A. Three copies of System Maintenance Manual.
- B. Final executed Warranty.

1.7 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: City retains right to reject any manufacturer.
 1. Evidence of acceptable previous work on previous projects. If none, so state.
 2. Evidence of financial stability acceptable to Engineer.
 3. Listing of 20 or more projects completed with submitted system, to include:
 - a. Name and location of project.
 - b. Type of system applied.
 - c. On-Site contact with phone number.
- B. Manufacturer's technical representative, acceptable to Engineer, shall be on site during surface preparation and initial stages of installation.
- C. Installer's Qualifications: City retains right to reject any manufacturer.
 1. Evidence of compliance with Summary article paragraph "A single installer."
 2. Evidence that installer has successfully performed or has qualified staff who have successfully performed at least 5 verifiable years of installations similar to those involved in this Contract, and minimum 10 projects with submitted system.
 3. Listing of 5 or more installations in climate and size similar to this Project performed by installer's superintendent.
- D. Certifications
 1. Traffic coating shall satisfy current National Volatile Organic Compound (VOC) Emission Standards for Architectural Coatings.
 2. Licensing/certification document from manufacturer that confirms system installer is a licensed/certified applicator for the manufacturer and is legally licensed to perform work in the state of California.
 3. Licensing/certification agreement shall include following information:
 - a. Applicator's financial responsibility for warranty burden under agreement terms.
 - b. Manufacturer's financial responsibility for warranty burden under agreement terms.
 - c. Process for dispute settlement between manufacturer and applicator in case of system failures where cause is not evident or cannot be assigned.

- d. Authorized signatures for both Applicator Company and Manufacturer.
- e. Commencement date of agreement and expiration date (if applicable).

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to site in original, unopened containers, bearing following information:
 - 1. Name of product.
 - 2. Name of manufacturer.
 - 3. Date of preparation.
 - 4. Lot or batch number.
- B. Store materials under cover and protect from weather. Replace packages or materials showing any signs of damage with new material at no additional cost to City.

1.9 FIELD CONDITIONS

- A. Weather and Substrate Conditions: Proceed with work only when existing and forecast weather and temperature of concrete substrate will permit work in accordance with manufacturer's recommendations.

1.10 WARRANTY

- A. System Manufacturer (New Application): Furnish City with written total responsibility Joint and Several Warranty, detailing responsibilities of manufacturer and applicator with regard to warranty requirements (Joint and Several). Warranty shall provide that system will be free of defects, water penetration and chemical damage related to system design, workmanship, or material deficiency, consisting of:
 - 1. Any adhesive or cohesive failures.
 - 2. Spalling surfaces.
 - 3. Weathering.
 - 4. Surface crazing (does not apply to traffic coating protection course).
 - 5. Abrasion or tear failure resulting from normal traffic use.
 - 6. Failure to bridge cracks less than 0.0625 inch or cracks existing at time of traffic coating installation on double tees only.
- B. If material surface shows any of defects listed above, supply labor and material to repair all defective areas and to repaint all damaged line stripes.
- C. Warranty period shall be a 5 year Joint and Several Warranty commencing with date of acceptance of work.
- D. Perform any repair under this warranty at no cost to City.
- E. Address following in terms of Warranty: length of warranty, change in value of warranty – if any- based on length of remaining warranty period, transferability of

warranty, responsibilities of each party, notification procedures, dispute resolution procedures, and limitations of liability for direct and consequential damages.

- F. Vandalism, and abnormally abrasive maintenance equipment are not normal traffic use and are exempted from warranty.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide products of 1 of the following, only where specifically named in product category:
 - 1. Neogard Division of Jones-Blair Company (Neogard), Dallas, TX.
 - 2. Lymtal International Inc. (Lymtal), Lake Orion, MI.
 - 3. Master Builders Solutions Construction Systems US LLC, Shakopee, MN
 - 4. Sika Corporation (Sika), Lyndhurst, NJ.

2.2 MATERIALS, TRAFFIC COATING

- A. Coatings shall be compatible with all other materials in this Section and related work.
- B. Acceptable coatings, new systems
 - 1. VOC Compliant, Extreme Low Odor, High-Solids, Fast Cure, Heavy Duty Coating System:
 - a. Autogard E, Neogard
 - b. MasterSeal Traffic 2530, Master Builders Solutions Construction Systems US, LLC
 - c. Sikalastic 720/22 Lo-Mod, Sika.
- C. Provide ultraviolet screening for all traffic coating placed on this project.
- D. Minimum wet mil thickness of applied system shall be 80 mils.
- E. Finish top-coat shall be colored grey.
- F. Substitutions: Any substitution requires that contractor conduct a mockup using specified product next to the proposed substitution. Contractor shall demonstrate in both the field and in technical data that the performance of the product will be equal or better than the specified product(s).

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive Work and report immediately in writing to Engineer any deficiencies in surface which render it unsuitable for proper execution of Work.
- B. Coordinate and verify that related Work meets following requirements before beginning surface preparation and application:

1. Concrete surfaces are to be finished as acceptable for system to be installed. Correct all high points, ridges, and other defects in a manner acceptable to Engineer.
2. Curing compounds used on concrete surfaces are compatible with system to be installed.
3. Concrete surfaces have completed proper curing period for system selected.
4. Joint Sealants are compatible with traffic coatings.

3.2 PREPARATION

- A. Seal all openings to occupied space to prevent cleaning materials, solvents, and fumes from infiltration. All protective measures and/or ventilating systems required to prevent infiltration are incidental to this Work.
- B. Acid etching is prohibited.
- C. Remove all laitance and surface contaminants, including oil, grease, and dirt, by shotblasting and appropriate degreasers, or as specified by manufacturer's written recommendations to provide warranty.
- D. Before applying materials, apply system to small area to assure that it will adhere to substrate and joint sealants and dry properly and to evaluate appearance.
- E. All random cracks on concrete surface less than 0.0625 in. wide and showing no evidence of water and/or salt-water staining on ceiling below shall receive detail coat unless more complete treatment required in accordance with manufacturer's recommendations. Rout and seal random cracks greater than 0.0625 inches (1/16-inch), construction joints and control joints prior to installation of primer or base coat. Crack preparation including installation of joint sealant material, where required, is incidental to traffic coating work.
- F. Mask off adjoining surfaces not to receive traffic coating and mask off drains to prevent spillage and migration of liquid materials outside membrane area. Provide neat/straight lines at termination of traffic coating.
- G. Apply specified horizontal repair mortar to correct poor drainage on the south side of the roof deck where shown on the Construction Details prior to installation of the traffic coating membrane. Slope and finish this mortar to allow proper drainage toward the existing exit ramp thus eliminating the "birdbath" conditions that currently exist in this area. Use a fire hose or similar pressurized water to demonstrate positive drainage toward the exit ramp.

3.3 INSTALLATION/APPLICATION

- A. Installation should include all of the following steps:
 1. Surface Preparation: Prepare concrete for system application.
 2. Crack/Construction/Control/Cove Joint Sealing: Detail for crack bridging.
 3. Primer Coat: Insure proper adhesion of membrane to substrate.
 4. Base Coat: Provide crack spanning in conjunction with Crack Detail noted above.
 5. Intermediate Coat: Retains aggregate longer. Useful for high wear areas.

6. Aggregate Coat – to hold aggregate in system, providing skid and wear close up resistance.
 7. Aggregate: Correct size, shape, hardness and amount necessary to insure proper skid and wear resistance.
 8. Top Coat: Lock aggregate into place, provide a maintainable surface and provide resistance to ponding water, UV degradation, color loss and chemical intrusion.
- B. Do all Work in accordance with manufacturer's written instructions and specifications including, but not limited to, moisture content of substrate, atmospheric conditions (including relative humidity and temperature), coverages, mil thicknesses and texture, and as shown on Drawings.
 - C. A primer coat is required for all systems. No exception.
 - D. Do not apply traffic coating material until concrete has been air dried at temperatures at or above 40°F. for at least 30 days after curing period specified.
 - E. Cease material installation under adverse weather conditions, or when temperatures are outside manufacturer's recommended limitations for installation, or when temperature of work area or substrate are below 40°F.
 - F. All adjacent vertical surfaces shall be coated with traffic coating minimum of 4 in. above coated horizontal surface. Requirement includes, but is not limited to pipes, columns, walls, curbs (full height of vertical faces of all curbs) and islands.
 - G. Re-install 53 Rubberized Asphalt Wheel Bumpers per Detail 7 using MasterEmaco ADH 326 Epoxy Adhesive and MasterSeal NP-2 Sealant. Four anchor bolts are to be installed in each of the 53 rubberized asphalt wheel bumpers. If practical, anchor bolts are to be installed in the existing anchor bolt holes. If that is not practical, four new anchor bolt holes are to be drilled to a maximum depth of 3 inches below each rubberized asphalt wheel bumper stop. Care should be taken to avoid drilling into existing reinforcing steel in the deck.
 - H. There are three concrete wheel stop bumpers, which are located in the three west facing parking stalls at the west end of the roof deck. These three wheel stop bumpers are to be left in place with the traffic coating membrane placed around the concrete wheel stop. The existing concrete coving around the base of each of the three concrete wheel stop bumpers is to be patched as necessary and then epoxied and sealed per Detail 7.
 - I. Reinstall parking meters.
 - J. Complete all Work under this Section before painting line stripes.
 - K. Clean off excess material and material smears adjacent to joints as work progresses using methods and materials approved by manufacturers.

3.4 FIELD QUALITY CONTROL

- A. Develop a quality control plan for assured specified uniform membrane thickness that utilizes grid system of sufficiently small size to designate coverage area of not more than 5 gallons at specified thickness. In addition, employ wet mil gauge to continuously monitor thickness during application. Average specified wet mil thickness shall be maintained within grid during application with minimum thickness of not less than 80% of average acceptable thickness. Immediately apply more material to any area not maintaining these standards.

- B. Install 1 trial section of coating system specified. Do not proceed with further coating application until trial sections accepted in writing by Engineer. Remove and replace rejected trial sections with acceptable application. Trial section shall also be tested for:
1. Wet mil thickness application.
 2. Adhesion to concrete substrate and/or existing coating(s).
 3. Overall dry mil thickness.
- C. Use trial sections to determine adequacy of pre-application surface cleaning. Obtain City, Engineer, and manufacturer acceptance of:
1. Cleaning before proceeding with traffic coating application.
 2. Visual appearance of finished coating application.
 3. Conformance to ADA static coefficient of friction.
 4. Elcometer or equivalent pull test to quantify traffic coating adhesion to concrete and existing traffic coating.
- D. Determine overall coating system mil thickness:
1. Contractor shall provide 6 in. by 6 in. bond breaker (coating coupon) on concrete surface for each 25,000 sq ft, or fraction thereof, of coating to be placed as directed by Engineer and manufacturer. Dimensionally locate coupon for easy removal.
 2. Contractor shall assist Testing Agency in removing coating coupons from concrete surface at completion of manufacturer-specified cure period. Contractor shall repair coupon area per coating manufacturer's instructions.
 3. Testing Agency shall determine dry mil thickness of completed Traffic Coating System, including bond breaker. Take 9 readings (minimum), 3 by 3 pattern at 2 in. on center. No reading shall be taken closer than 1 in. from coupon edge. Report individual readings and overall coating system average to Engineer. Readings shall be made with micrometer or optical comparator.

END OF SECTION

SECTION 07 92 00
JOINT SEALANTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and General and Special Provisions of the contract, and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. A single installer shall be responsible for providing complete water proofing system including all products specified in the following Sections:
 - 1. Division 07 Section, "Traffic Coatings"
 - 2. Division 07 Section, "Joint Sealants"
- B. This Section includes the following:
 - 1. Exterior joints in the following horizontal traffic bearing surfaces:
 - a. Control joints in slab-on-grade, pour strips, slabs, and topping slabs.
 - b. Perimeter of all floor drains.
 - c. Random cracks.
- C. Related Sections: Following Sections contain requirements that relate to this Section.
 - 1. Division 07 Section, "Traffic Coatings."
 - 2. Division 09 Section, "Pavement Markings."

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Materials shall be compatible with materials or related Work with which they come into contact, and with materials covered by this Section.
 - 2. Distribute reviewed submittals to all others whose Work is related.
- B. Requests For Information:
 - 1. Engineer reserves right to reject, unprocessed, any Request for Information (RFI) that the Engineer, at its sole discretion, deems frivolous and/or deems already answered in the Contract Documents.
 - 2. RFI process shall not be used for requesting substitutions. Procedures for substitutions are specified in Section 4-1.6 of the General Provisions.

1.4 ACTION SUBMITTALS

- A. Product Data: For each system indicated at least 30 days prior to application.
 - 1. Product description, technical data, appropriate applications, and limitations.
 - 2. Primer type and application rate

- B. Samples:
 - 1. One for each system indicated.
- C. Sample Warranty: For each system indicated.

1.5 INFORMATION SUBMITTALS

- A. Certificates:
 - 1. Evidence of installer's being certified by manufacturer. Evidence shall include complete copy of manufacturer's licensing/certification document, spelling out repair responsibility for warranty claims.
 - 2. Certification from the Manufacturer that joint details as specified are acceptable for system to be installed at least 1 month before placement of any concrete which will receive joint sealant.
- B. Field Quality Control:
 - 1. Two copies each of manufacturer's technical representative's log for each visit.
- C. Qualification Statements:
 - 1. Manufacturer's qualifications as defined in the "Quality Assurance" article.
 - 2. Installer's qualifications as defined in the "Quality Assurance" article.
 - 3. Signed statement from this Section applicator certifying that applicator has read, understood, and shall comply with all requirements of this Section.

1.6 CLOSEOUT SUBMITTALS

- A. Final executed Warranty.

1.7 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: City retains right to reject any manufacturer.
 - 1. Evidence of acceptable previous work on previous projects. If none, so state.
 - 2. Evidence of financial stability acceptable to Engineer.
 - 3. Listing of 20 or more projects completed with submitted sealant, to include:
 - a. Name and location of project.
 - b. Type of sealant applied.
 - c. On-Site contact with phone number.
- B. Manufacturer's technical representative, acceptable to Engineer, shall be on site during surface preparation and initial stages of installation.
- C. Installer's Qualifications: City retains right to reject any installer or subcontractor.
 - 1. Installer shall be legally licensed to perform work in the state of California. Evidence of compliance with Summary article paragraph "A single installer."
 - 2. Evidence that installer has successfully performed or has qualified staff who have successfully performed at least 5 verifiable years of installations

similar to those involved in this Contract, and minimum 10 projects with submitted sealant.

3. Listing of 5 or more installations in climate and size similar to this Project performed by installer's superintendent.

D. Certifications:

1. Licensing/certification document from system manufacturer that confirms sealant installer is a licensed/certified applicator for the manufacturer and is legally licensed to perform work in the state of California.
2. Licensing/certification agreement shall include following information:
 - a. Applicator's financial responsibility for warranty burden under agreement terms.
 - b. Manufacturer's financial responsibility for warranty burden under agreement terms.
 - c. Process for dispute settlement between manufacturer and applicator in case of system failures where cause is not evident or cannot be assigned.
 - d. Authorized signatures for both Applicator Company and Manufacturer.
 - e. Commencement date of agreement and expiration date (if applicable).

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to site in original, unopened containers, bearing following information:
 1. Name of product.
 2. Name of manufacturer.
 3. Date of preparation.
 4. Lot or batch number.
- B. Store materials under cover and protect from weather. Replace packages or materials showing any signs of damage with new material at no additional cost to City.

1.9 FIELD CONDITIONS

- A. Weather and Substrate Conditions: Proceed with work only when existing and forecast weather and temperature of concrete substrate will permit work in accordance with manufacturer's recommendations.

1.10 WARRANTY

- A. Manufacturer: Furnish City with written total responsibility Joint and Several Warranty, detailing responsibilities of manufacturer and installer with regard to warranty requirements (Joint and Several). The warranty shall provide that sealant will be free of defects, water penetration and chemical damage related to system design, workmanship, or material deficiency, consisting of:
 1. Any adhesive or cohesive failures.

- 2 Weathering.
 - 3 Abrasion or tear failure resulting from normal traffic use.
- B. If material surface shows any of defects listed above, supply labor and material to repair all defective areas and to repaint all damaged line stripes.
 - C. Warranty period shall be a 5 year Joint and Several Warranty commencing with date of acceptance of work.
 - D. Perform any repair under this warranty at no cost to City.
 - E. Address the following in the terms of the Warranty: length of warranty, change in value of warranty – if any- based on length of remaining warranty period, transferability of warranty, responsibilities of each party, notification procedures, dispute resolution procedures, and limitations of liability for direct and consequential damages.
 - F. Vandalism, and abnormally abrasive maintenance equipment are not normal traffic use and are exempted from warranty.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide products of 1 of the following, only where specifically named in product category:
 1. Lymtal International Inc. (Lymtal), Lake Orion, MI.
 2. Master Builders Solutions Construction Systems US LLC, Shakopee, MN.
 3. Sika Corporation (Sika), North Canton, OH.

2.2 MATERIALS, JOINT SEALANT SYSTEM

- A. Provide complete system of compatible materials designed by manufacturer to produce waterproof, traffic-bearing control joints as detailed on Drawings.
- B. Compounds used for sealants shall not stain masonry or concrete. Aluminum pigmented compounds not acceptable.
- C. Color of sealants shall match adjacent surfaces.
- D. Closed cell or reticulated backer rods: Acceptable products:
 1. “Sof Rod,” Nomaco Inc., 501 NMC Drive, Zebulon, NC 27597. (800) 345-7279 ext. 341.
 2. “ITP Soft Type Backer Rod,” Industrial Thermo Polymers Limited, 2316 Delaware Ave., Suite 216, Buffalo, NY 14216. (800) 387-3847.
 3. “MasterSeal 921 Backer Rod,” Master Builder Solutions.
- E. Bond breakers and fillers: as recommended by system manufacturer.
- F. Primers: as recommended by sealant manufacturer.
- G. Acceptable sealants are listed below. Sealants shall be compatible with all other materials in this Section and related work.
- H. Acceptable polyurethane control joint sealants (traffic bearing):

1. Iso-flex 880 GB or Iso-flex 881, Lymtal.
 2. MasterSeal SL-2 or MasterSeal SL-2 SG, Master Builder Solutions.
 3. Sikaflex-2c SL or Sikaflex-2c NS TG, Sika.
- I. Acceptable polyurethane vertical and cove joints sealants (non-traffic bearing):
1. Iso-flex 881, Lymtal.
 2. MasterSeal NP-2, Master Builder Solutions
 3. Sikaflex-2c NS, Sika.
- J. Proposed Substitutions: Any substitution requires that contractor conduct a mockup using specified product next to the proposed substitution. Contractor shall demonstrate in both the field and in technical data that the performance of the product will equal or be better than the specified product(s).

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive Work and report immediately in writing to Engineer any deficiencies in surface which render it unsuitable for proper execution of Work.
- B. Coordinate and verify that related Work meets following requirements before beginning installation
 1. Concrete surfaces are finished as acceptable for system to be installed.
 2. Curing compounds used on concrete surfaces are compatible with system to be installed.
 3. Concrete surfaces have completed proper curing period for system selected.

3.2 PREPARATION

- A. Seal all openings to occupied space to prevent cleaning materials, solvents, and fumes from infiltration. All protective measures and/or ventilating systems required to prevent infiltration are incidental to this Work.
- B. Correct unsatisfactory conditions before installing sealant system.
- C. Acid etching is prohibited.
- D. Grind joint edges smooth and straight with beveled grinding wheel before sealing. All surfaces to receive sealant shall be dry and thoroughly cleaned of all loose particles, laitance, dirt, dust, oil, grease, or other foreign matter. Obtain written approval of method from system manufacturer before beginning cleaning.
- E. Prime and seal joints and protect as required until sealant is fully cured. A primer coat is required for all systems.

3.3 INSTALLATION/APPLICATION

- A. Do all Work in strict accordance with manufacturer's written instructions and specifications including, but not limited to, moisture content of substrate,

atmospheric conditions (including relative humidity and temperature), thicknesses and texture, and as shown on Drawings.

- B. Completely fill joint without sagging or smearing onto adjacent surfaces.
- C. Self-Leveling Sealants: Fill horizontal joints slightly recessed to avoid direct contact with wheel traffic.
- D. Non-Sag Sealants: Tool joints concave: Wet tooling not permitted.
- E. Clean off excess material and material smears adjacent to joints as work progresses using methods and materials approved by manufacturers.
- F. Cease material installation under adverse weather conditions, or when temperatures are outside manufacturer's recommended limitations for installation, or when temperature of work area or substrate are below 40°F.

3.4 FIELD QUALITY CONTROL

- A. Contractor, at Engineer's direction, shall cut out lesser of 1% of total lineal footage placed or total of 100 lineal ft of joint sealant at isolated/random locations (varying from 1 inch to 1 foot of material) for Engineer and Manufacturer's Representative inspection of sealant profile.
- B. Repair all random joint sealant "cut out" sections at no cost to City.

END OF SECTION

SECTION 09 92 00
PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General and Special Provisions of the Contract, and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and application of paint systems for the high build, two coat systems for the items of types, patterns, sizes, and colors described in this article.
- B. Provide the following systems as shown on Drawings or specified in “Summary of Work” specification section:
 - 1. Parking Stall Stripes.
 - 2. Traffic Arrows, crosswalks, accessible stall access aisles, walkways, symbols, stop bars, words, and other markings.
 - 3. International Symbol of Accessibility.
- C. Provide painting of curbs and curb ramps as described in the following paragraphs:
 - 1. Paint vertical surface and the first 6 in. of the abutting horizontal surface at the top of all curbs and islands (including PARCS equipment islands) within parking facility except those which do not exceed 3’0” in width and abut a wall, spandrel panel, bumper wall guardrail or other construction (not including landscaping or equipment) which prevents passage of pedestrians.
 - 2. In parking areas and/or at streets and sidewalks within the project limits or constructed as part of this project, paint curb ramps (including flares), curb returns at curb ramps and any projecting elements at edges of accessible ramps without handrails. Paint curb returns at driveways and paint curb minimum of 3 feet either side of curb ramp or driveway, (or curb ramp flare length, whichever is greater) in accordance with Pavement Marking.
 - 3. Paint color for curbs and curb ramps shall be yellow.
- D. Proportion International Symbol of Accessibility in accordance with ICC A117.1-2009 Accessible and Usable Buildings or 2010 ADA Standards for Accessible Design.

1.3 RELATED WORK

- 1. Pavement Marking Contractor shall verify compatibility with sealers, joint sealants, caulking and all other surface treatments as specified in Division 07.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Provide product data as follows:
 - 1. Manufacturer's certification that the material complies with standards referenced within this Section.
 - 2. Intended paint use.
 - 3. Pigment type and content.
 - 4. Vehicle type and content.
- C. Submit list of similar projects (minimum of 5) where pavement-marking paint has been in use for a period of not less than 2 yrs.

1.5 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50°F and 95°F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5°F above the dew point; or to damp or wet surfaces.

1.6 QUALITY ASSURANCE

- A. Provide written 1-year warranty to Owner that pavement markings will be free of defects due to workmanship, inadequate surface preparation, and materials including, but not limited to, fading and/or loss of markings due to abrasion, peeling, bubbling and/or delamination. Excessive delamination, peeling, bubbling or abrasion loss shall be defined as more than 15% loss of marking material within one year of substantial completion and/or occupancy of the parking area. With no additional cost to Owner, repair and/or recoat all pavement marking where defects develop or appear during warranty period and all damage to other Work due to such defects.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Pavement marking materials shall meet Federal, State and Local environmental standards.
- B. Paint shall be manufactured and formulated from first grade raw materials and shall be free from defects or imperfections that might adversely affect product serviceability.
- C. Paints shall comply with the National Organic Compound Emission Standards for Architectural Coatings, Environmental Protection Agency, SCAQMD, 40 CFR Part 59.
- D. The product shall not contain mercury, lead, hexavalent chromium, or halogenated solvents.

2.2 PAVEMENT MARKING PAINTS:

- A. 100% acrylic waterborne - paint shall be used for white and yellow pavement markings and shall meet requirements of MPI #70.
 - 1. All products shall have performance requirements of Type I of Federal Standard TT-P- 1952E.

2. 100% acrylic waterborne paint for special color pavement markings (blue, green, red, black) shall meet requirements of Federal Specification TT-P-1952E. Special color marking materials shall be compatible with the white and yellow pavement markings where they are layered.

2.3 COLOR OF PAINT

- A. Color of paint, unless noted otherwise on Contract Drawings, shall be yellow and shall match federal color chip No. 33538. Color shall have daylight directional reflectance (without glass beads) of not less than 50% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard 141, Method 6121.
- B. Paint color for traffic white, where shown on Contract Drawings or specified herein, shall match federal color chip No. 37925 and daylight directional reflectance (without glass beads) shall not be less than 84% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard 141, Method 6121.
- C. Paint color for blue accessible parking space pavement markings, if shown on Contract Drawings, shall match federal color chip No. 35180. Color shall have daylight directional reflectance (without glass beads) of not less than 52% (relative to magnesium oxide) when tested in accordance with Federal Test Method Standard 141, Method 6121.

2.4 BEADS

- A. Use Glass Beads (Spheres) in all pavement markings except stall striping lines. Conform to Federal Specification TT-B-1325D, Type I. Broadcast beads into markings at rate not less than 6 lbs. per gallon of paint.

2.5 SILICA SAND

- A. Silica Sand, where used, shall be foundry grade silica sand composed of at least 99.5 percent silicon dioxide when tested in accordance with ASTM C 146. The gradation of silica sand shall meet the paint manufacturer's recommendation. Sand shall broadcast into markings at rate not less than 6 lbs. per gallon of paint.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.
- D. Striping shall not be placed until full cure of concrete slab and sealer. Concrete surfaces generally require 30 to 90 days @ 70°F or higher. Sealers (other than silane) generally require 14 days @ 70°F or higher. Silane sealers require 24

hours @ 70°F or higher. Bituminous surfaces generally require 30 days @ 45°F or higher.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Do not paint or finish any surface that is wet or damp.
- C. Clean substrates of substances that could impair bond of paints, including dirt, dust, oil, grease, and incompatible paints and encapsulants.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Lay out all striping on each tier, using dimensions and details shown on Contract Drawings, before painting that tier. Report any discrepancies, interferences, or changes in striping due to field conditions to Engineer prior to painting. Pavement Marking Contractor shall be required to remove paint, repair surface treatment, and repaint stripes not applied in strict accordance with Contract Drawings.
- F. Work Areas
 - 1. Store, mix, and prepare paints only in areas designated by Contractor for that purpose.
 - 2. Provide clean cans and buckets required for mixing paints and for receiving rags and other waste materials associated with painting. Clean buckets regularly. At close of each day's Work, remove used rags and other waste materials associated with painting.
 - 3. Take precautions to prevent fire in or around painting materials. Provide and maintain appropriate hand fire extinguisher near paint storage and mixing area.
- G. Mixing
 - 1. Do not intermix materials of different character or different manufacturer.
 - 2. Do not thin material except as recommended by manufacturer.
- H. Disposal
 - 1. Contractor shall properly dispose of unused materials and containers in compliance with Federal Resource Conservation Recovery Act (RCRA) of 1976 as amended, and all other applicable laws and regulations.

3.3 APPLICATION

- A. Apply paint in 2-coat system; first coat shall be 50% of total 15 wet mil minimum thickness, not to exceed 8 mils. First coat shall be cured prior to installation of second coat. At Contractor's option, one coat may be applied before substantial completion, with a second coat delayed for 3-6 months until weather conditions are appropriate, and the concrete has cured sufficiently for proper adhesion.
 - 1. Two coat system total wet mil thickness of 0.015 inches.
 - 2. Two coat system total wet mil thickness of 0.018 to 0.025 inches when Type IVA beads are used.

3. Two coat system total wet mil thickness of 0.015 to 0.018 inches when Type IVB beads are used.
- B. Apply painting and finishing materials in accordance with manufacturer's directions. Use applications and techniques best suited for material and surfaces to which applied. Minimum air shall be used to prevent overspray. Temperature during application shall be minimum of 40°F and rising unless manufacturer requires higher minimum temperature. Maximum relative humidity shall be as required by manufacturer.
 - C. Application of beads and/or silica sand shall coincide with application of paint but shall be done as separate operation by a suitable dispenser. Sand may be premixed with paint for application to curbs only. Glass beads and silica sand shall adhere to the cured paint or all marking operations shall cease until corrections are made.
 - D. All lines shall be straight, true, and sharp without fuzzy edges, overspray, or non-uniform application. Corners shall be at right angles, unless shown otherwise, with no overlaps. Line width shall be uniform (-0%, +5% from specified width). No excessive humping (more material in middle than at edges or vice versa).

END OF SECTION

**APPENDIX I
PROGRESS PAYMENT REQUEST FORM**

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

PROJECT TITLE _____

PROJECT NO. _____

FROM: CONTRACTOR _____

Date _____

Address _____

Telephone _____

Submitted by _____

Progress Estimate # _____

Contract Award Amount \$ _____

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

City Approval: _____

Date: _____

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

APPENDIX II

CONTRACTOR'S DAILY REPORT TO THE CITY

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

Project Name: _____ Project Location: _____

Date: _____ Report No.: _____ Start Time: _____ End Time: _____

Contractor's Company Name: _____

Contractor's Foreman/Superintendent: _____

Name

Signature

Work Accomplished

Equipment on Site

Hours

Workers on Site

Classification

Hours

Company

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

APPENDIX III
APPLICABLE CITY STANDARD PLANS

- MBSI-182A-0 No Parking Sign

TOW-AWAY NO PARKING



(PLEASE FILL IN DATE RANGE HERE)

MUST INCLUDE ALL OF THE FOLLOWING:

1. DAY(S) OF CLOSURE (E.G. MONDAY-FRIDAY)
2. DATE(S) OF CLOSURE
3. TIMES OF CLOSURE (E.G. 7:30 A.M. - 5:00 P.M.)

PERMIT# _____

PROJECT _____

EMERGENCY CONTACT _____

DATE POSTED _____

**M.B.M.C. 14.36.040
BY ORDER OF POLICE DEPT.**

*** PLEASE CONTACT MANERI SIGN COMPANY @ 310-327-6261 TO ORDER THESE SIGNS**

GENERAL NOTES:

1. SIGN SHALL BE 12" x 18".
2. SIGNS MUST BE POSTED 72 HOURS IN ADVANCE.
3. SIGNS NOT COMPLYING WITH THIS STANDARD AND NOT FULLY COMPLETED WILL NOT BE ENFORCED.



DATE REVISED
03-27-2018
05-15-2019

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

NO PARKING SIGN

APPROVED BY

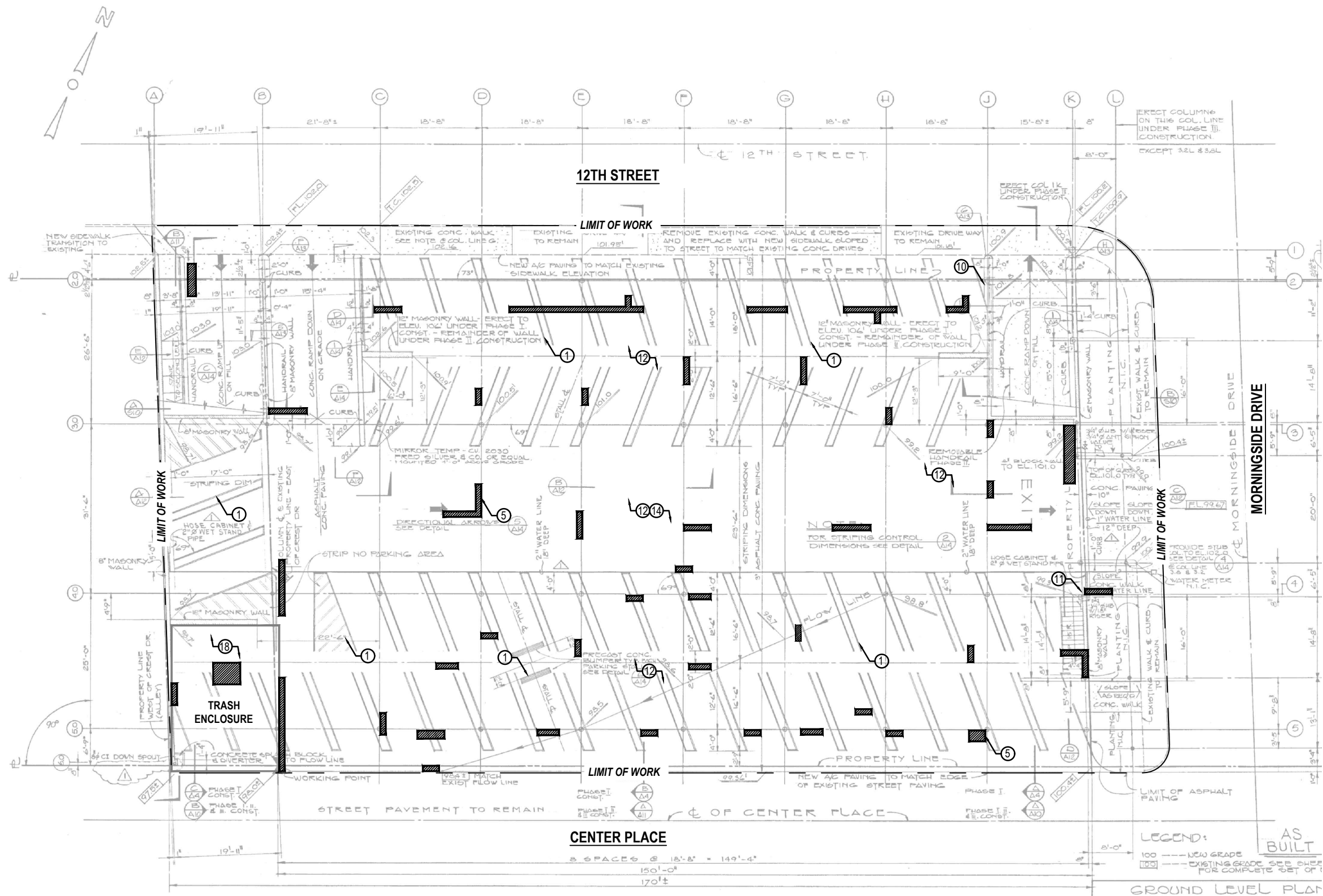
PREM KUMAR, CITY ENGINEER

5/16/19
DATE

STANDARD PLAN NUMBER
MBSI-182A-0
SHEET 1 OF 1

APPENDIX IV

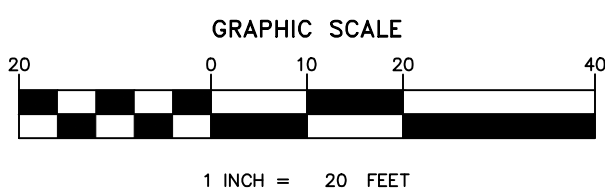
CONSTRUCTION DETAILS FOR PARKING STRUCTURE LOT 3 REPAIRS PROJECT

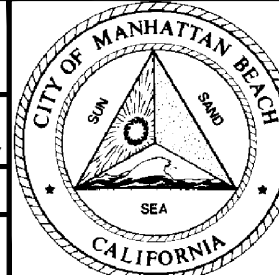


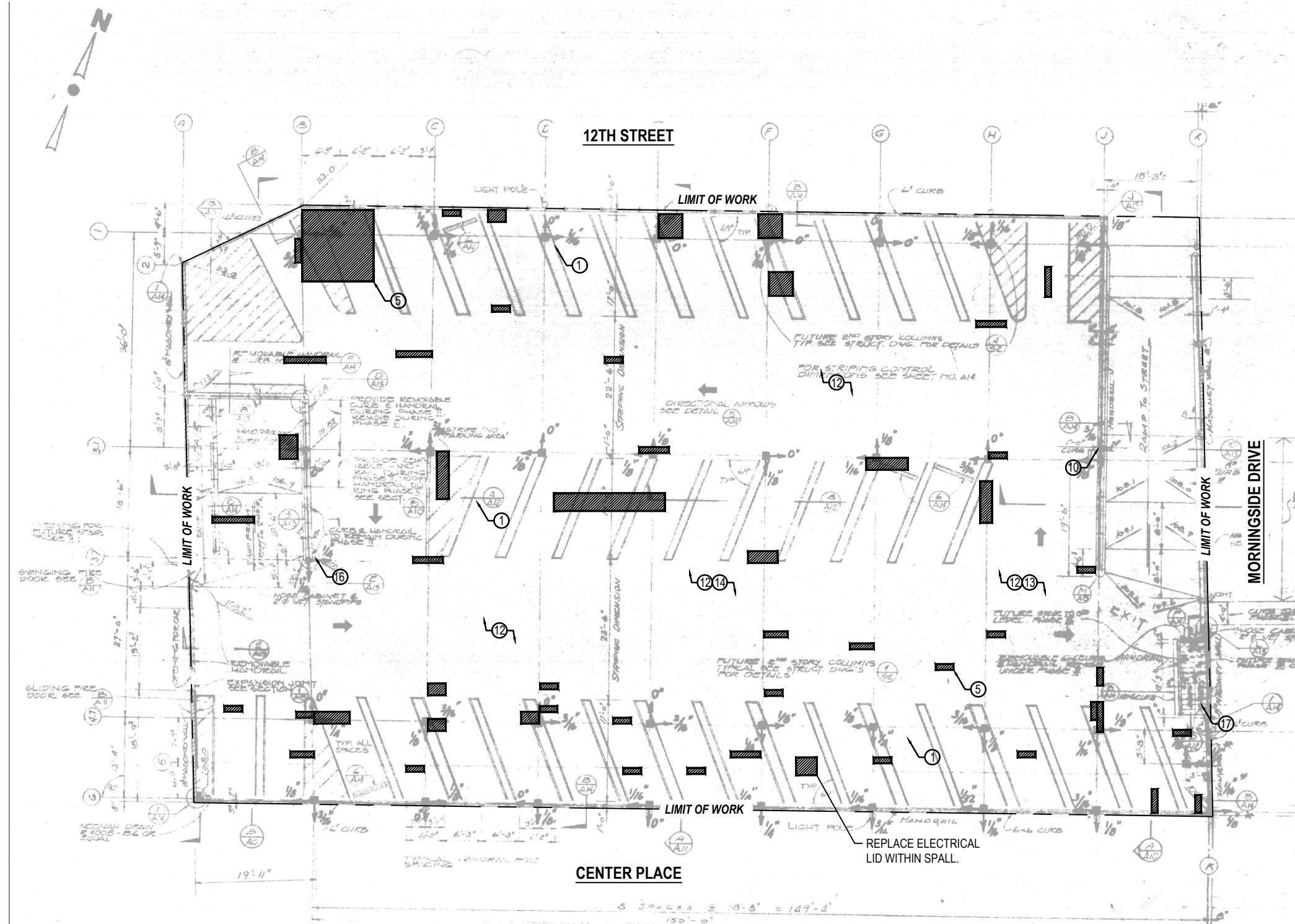
- PARKING LOT 3 - GROUND LEVEL REPAIRS LEGEND**
- ① EXISTING STRIPING, WHEEL STOPS AND METERS TO REMAIN (GROUND LEVEL AND 2ND FLOOR). PROTECT IN PLACE.
 - ⑤ CEILING REPAIR REFER TO DETAIL 5 SHEET 4.
 - ⑩ CURB REPAIR (INTERIOR) - REFER TO DETAIL 4 SHEET 4. REPAIR LOCATIONS FOR REATTACHMENT OF HANDRAIL WHERE NEEDED.
 - ⑪ CURB REPAIR (FACADE) - REFER TO DETAIL 4 SHEET 4. REPAIR LOCATIONS FOR REATTACHMENT OF HANDRAIL WHERE NEEDED.
 - ⑫ CRACK REPAIRS (GROUND LEVEL AND 2ND FLOOR) - REFER TO DETAIL 1 SHEET 4.
 - ⑭ FLOOR SPALL REPAIR (GROUND LEVEL AND 2ND FLOOR) - REFER TO DETAIL 3 SHEET 4.
 - ⑱ CEILING REPAIR ABOVE VERTICAL BRIDGE ON SECOND LEVEL AND ABOVE TRASH ENCLOSURE ON GROUND LEVEL. REFER TO DETAIL 5 SHEET 4.

NOTES:
ALL LOCATIONS AND SIZES ARE APPROXIMATE. REFER TO TECHNICAL PROVISIONS FOR MORE INFORMATION. CONTRACTOR SHALL MARK OUT LOCATIONS OF REPAIR AND CONFIRM WITH CITY PRIOR TO CONSTRUCTION.

**PARKING LOT 3
GROUND LEVEL REPAIRS**



PROJECT: PARKING LOT 3 REPAIRS		
DRAWING NUMBER: D-940	REFERENCE: D-617	
DATE: 08/04/2021		
SHEET 1 OF 5		

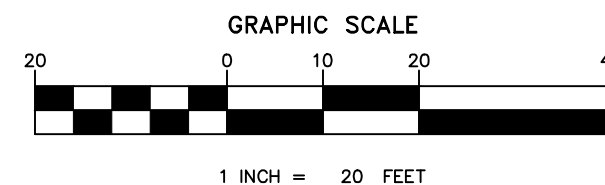


PARKING LOT 3 - SECOND LEVEL REPAIRS LEGEND

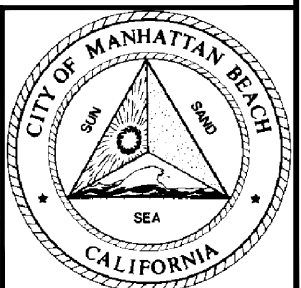
- ① EXISTING STRIPING, WHEEL STOPS AND METERS TO REMAIN (GROUND LEVEL AND 2ND FLOOR). PROTECT IN PLACE.
- ⑤ CEILING REPAIR - REFER TO DETAIL 5 SHEET 4.
- ⑩ CURB REPAIR (INTERIOR) - REFER TO DETAIL 4 SHEET 4. REPAIR LOCATIONS FOR REATTACHMENT OF HANDRAIL WHERE NEEDED.
- ⑫ CRACK REPAIRS (GROUND LEVEL AND 2ND FLOOR) - REFER TO DETAIL 1 SHEET 4.
- ⑬ JOINT SEALANT REPAIR/REPLACEMENT (GROUND LEVEL AND 2ND FLOOR) - REFER TO DETAIL 2 SHEET 4.
- ⑭ FLOOR SPALL REPAIR (GROUND LEVEL AND 2ND FLOOR) - REFER TO DETAIL 3 SHEET 4.
- ⑯ STEEL RAILING - REMOVE AND REPLACE PER TECHNICAL PROVISIONS.
- ⑰ SANDBLAST AND RE-COAT STEEL STAIRWAY AND OTHER STEEL ELEMENTS (WHERE NOTED) PER TECHNICAL PROVISIONS.

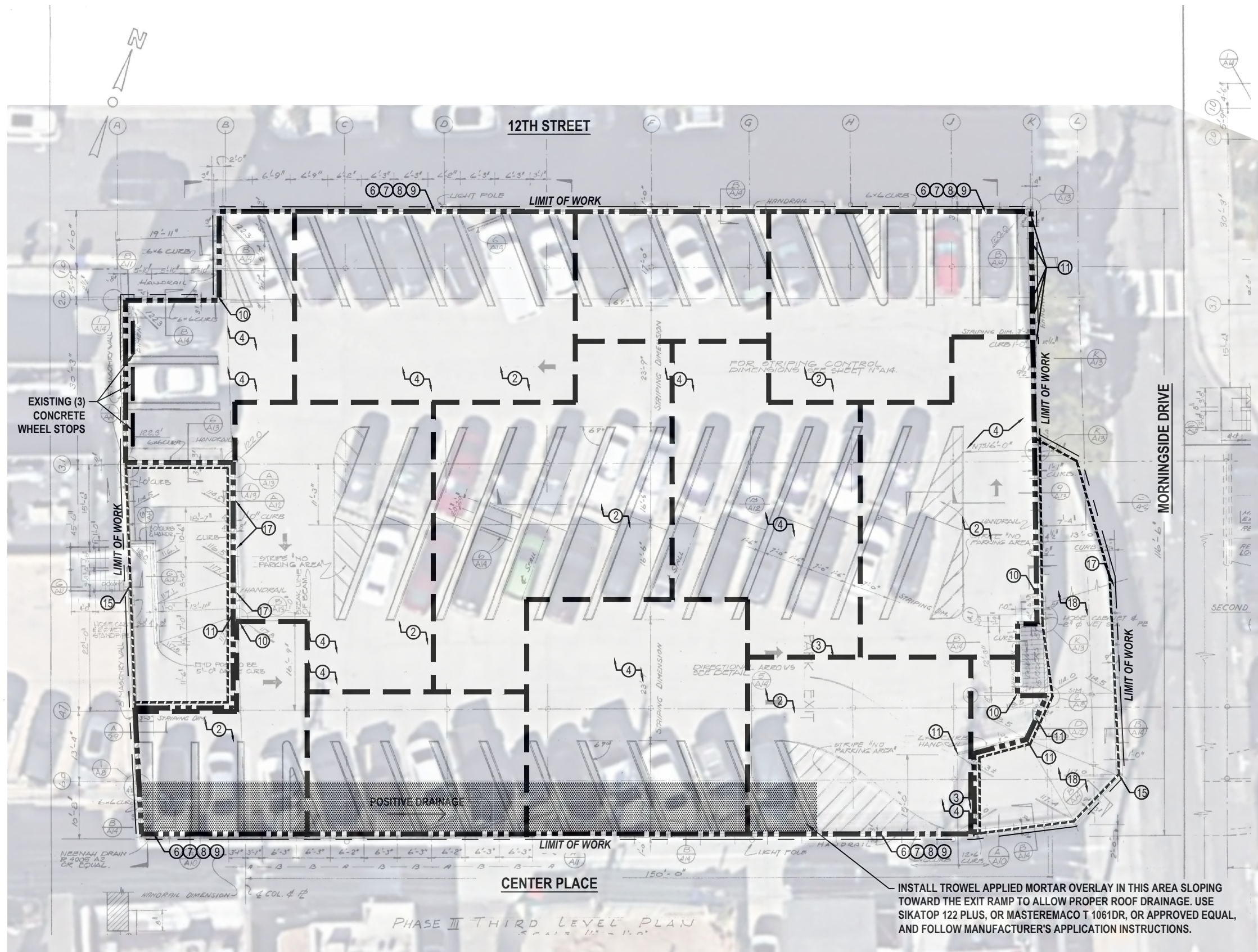
NOTES:
ALL LOCATIONS AND SIZES ARE APPROXIMATE. REFER TO TECHNICAL PROVISIONS FOR MORE INFORMATION. CONTRACTOR SHALL MARK OUT LOCATIONS OF REPAIR AND CONFIRM WITH CITY PRIOR TO CONSTRUCTION.

**PARKING LOT 3
SECOND LEVEL REPAIRS**



PROJECT: PARKING LOT 3 REPAIRS	
DRAWING NUMBER: D-940	REFERENCE: D-617
DATE: 08/04/2021	
SHEET 2 OF 5	





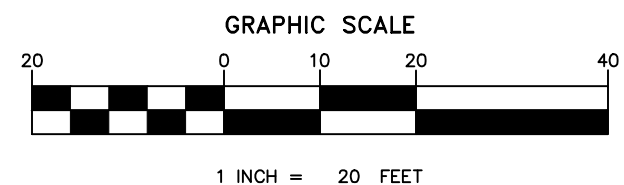
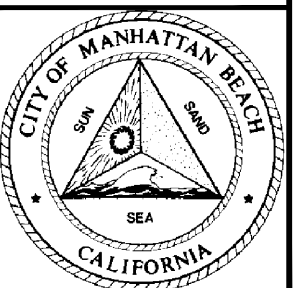
PARKING LOT 3 - ROOF LEVEL REPAIRS LEGEND

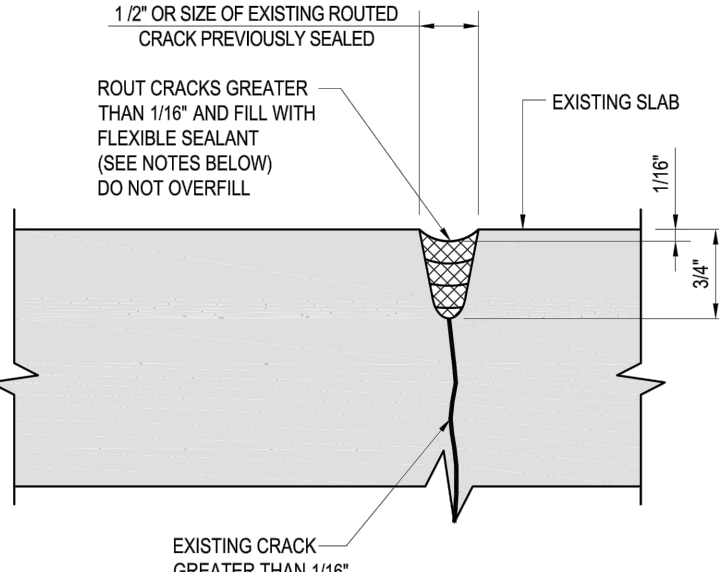
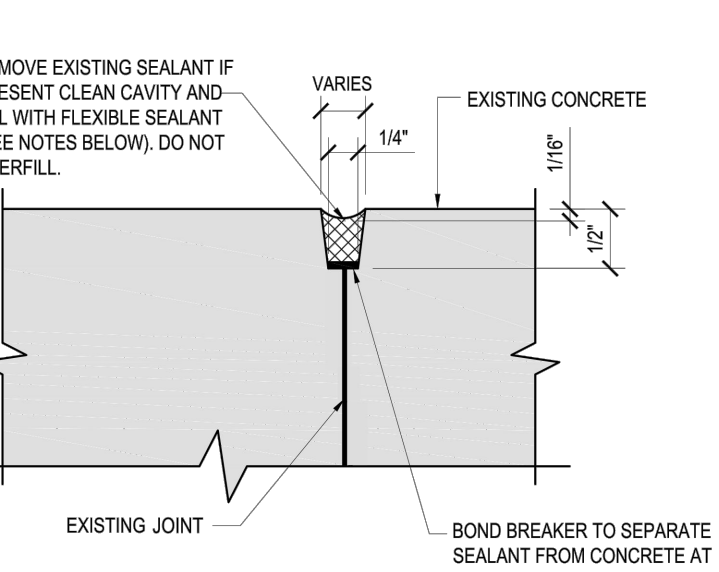
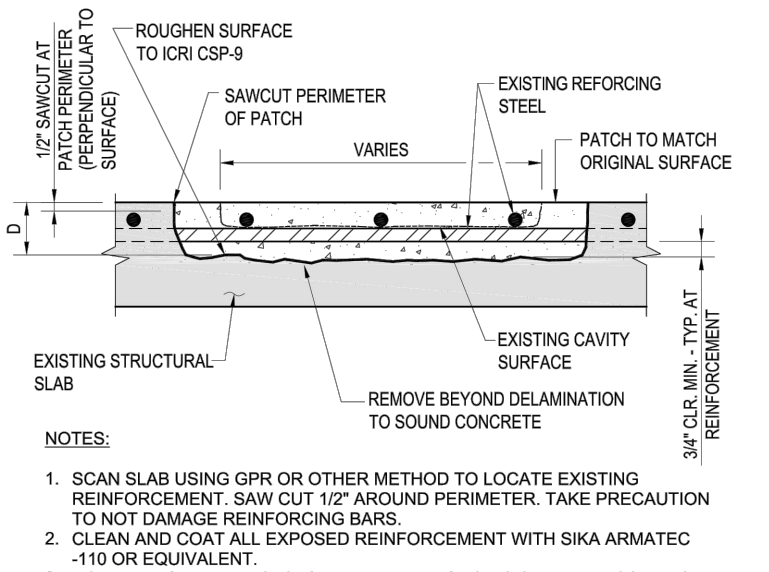
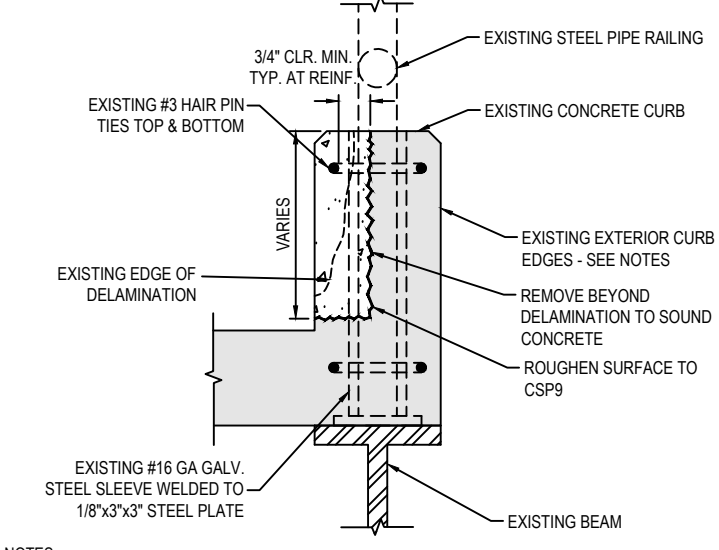
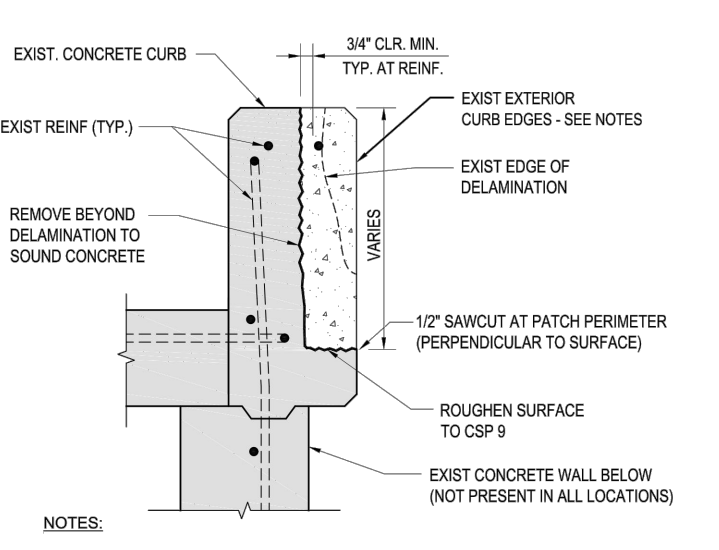
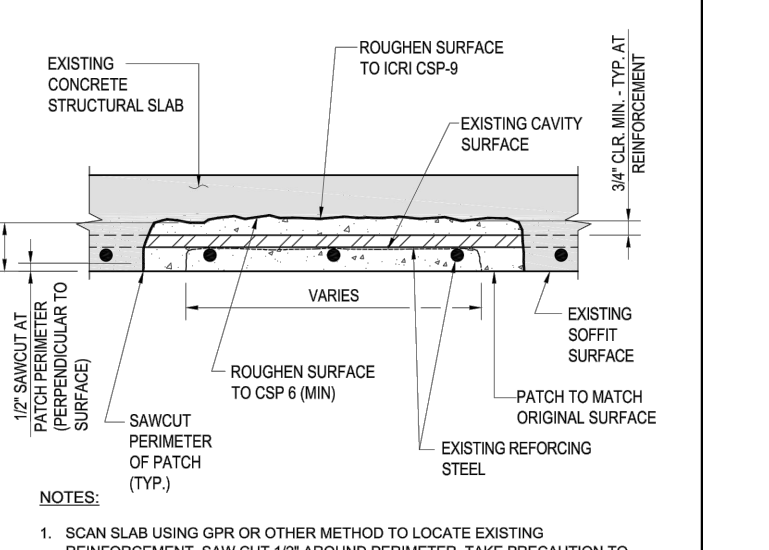
- ② CRACK REPAIR (ROOF FLOOR)
REFER TO DETAIL 1 SHEET 4.
- ③ JOINT SEALANT REPAIR/REPLACEMENT
- REFER TO DETAIL 2 SHEET 4.
- ④ FLOOR SPALL REPAIR
- REFER TO DETAIL 3 SHEET 4.
- ⑥ TRAFFIC MEMBRANE (NEW SYSTEM ON ROOF DECK)
- REFER TO DETAIL 6 SHEET 4.
- ⑦ PARKING WHEEL STOPS (ON ROOF DECK) - REMOVE (53) RUBBER STOPS EXCEPT (3) CONCRETE STOPS WHERE NOTED. REPLACE PER DETAIL 7 SHEET 5 AND TECHNICAL PROVISIONS.
- ⑧ PARKING METERS (ON ROOF DECK) - REMOVE AND REINSTALL WITHIN TRAFFIC MEMBRANE LIMIT LINES PER DETAIL 8 SHEET 5 AND TECHNICAL PROVISIONS.
- ⑨ TRAFFIC STRIPING (ON ROOF DECK) - REPLACE WITHIN TRAFFIC MEMBRANE LIMIT LINES PER DETAIL 9 SHEET 5 AND TECHNICAL PROVISIONS.
- ⑩ CURB REPAIR (INTERIOR) - REFER TO DETAIL 4 SHEET 4. REPAIR LOCATIONS FOR REATTACHMENT OF HANDRAIL WHERE NEEDED.
- ⑪ CURB REPAIR (FACADE) - REFER TO DETAIL 4 SHEET 4. REPAIR LOCATIONS FOR REATTACHMENT OF HANDRAIL WHERE NEEDED.
- ⑮ TRAFFIC MEMBRANE (NEW SYSTEM ON ROOF RAMPS)
REFER TO DETAIL 6 SHEET 4.
- ⑰ SANDBLAST AND RE-COAT STEEL STAIRWAY AND OTHER STEEL ELEMENTS (WHERE NOTED) PER TECHNICAL PROVISIONS.
- ⑱ CEILING REPAIR ABOVE VERTICAL BRIDGE ON SECOND LEVEL AND ABOVE TRASH ENCLOSURE ON GROUND LEVEL. REFER TO DETAIL 5 SHEET 4.

NOTES:
ALL LOCATIONS AND SIZES ARE APPROXIMATE. REFER TO TECHNICAL PROVISIONS FOR MORE INFORMATION. CONTRACTOR SHALL MARK OUT LOCATIONS OF REPAIR AND CONFIRM WITH CITY PRIOR TO CONSTRUCTION.

PARKING LOT 3
ROOF LEVEL REPAIRS

PROJECT: PARKING LOT 3 REPAIRS	
DRAWING NUMBER: D-940	REFERENCE: D-617
DATE: 08/04/2021	
SHEET 3 OF 5	



 <p>1/2" OR SIZE OF EXISTING ROUTED CRACK PREVIOUSLY SEALED</p> <p>ROUT CRACKS GREATER THAN 1/16" AND FILL WITH FLEXIBLE SEALANT (SEE NOTES BELOW) DO NOT OVERFILL</p> <p>EXISTING SLAB</p> <p>EXISTING CRACK GREATER THAN 1/16"</p> <p>1/16"</p> <p>3/4"</p> <p>NOTES:</p> <ol style="list-style-type: none">1. LOCATE ALL CRACKS > 1/16" IN WIDTH.2. LOCATE REINFORCING BARS WITH GPR OR OTHER METHODS. DO NOT DAMAGE EXISTING REINFORCEMENT.3. REMOVE EXISTING JOINT SEALANT IF PRESENT AND CLEAN ROUTED CRACK.4. FILL WITH FLEXIBLE SEALANT 1/16" BELOW ADJACENT SURFACES OR FLUSH WITH ADJACENT SURFACE TO RECEIVE TRAFFIC MEMBRANE USE SIKAFLEX SL2 OR EQUIVALENT. SEE SPECIFICATIONS.	 <p>REMOVE EXISTING SEALANT IF PRESENT CLEAN CAVITY AND FILL WITH FLEXIBLE SEALANT (SEE NOTES BELOW). DO NOT OVERFILL.</p> <p>VARIES</p> <p>1/4"</p> <p>EXISTING CONCRETE</p> <p>1/16"</p> <p>1/2"</p> <p>EXISTING JOINT</p> <p>BOND BREAKER TO SEPARATE SEALANT FROM CONCRETE AT BOTTOM OF JOINT</p> <p>NOTES:</p> <ol style="list-style-type: none">1. REMOVE EXISTING JOINT SEALANT IF PRESENT AND CLEAN THE JOINT CAVITY2. LOCATE REINFORCING BARS WITH GPR OR OTHER METHODS. DO NOT DAMAGE EXISTING REINFORCEMENT.3. APPLY BOND BREAKER TO SEPARATE JOINT SEALANT FROM CONCRETE.4. FILL WITH FLEXIBLE SEALANT 1/16" BELOW ADJACENT SURFACES OR FLUSH WITH ADJACENT SURFACE TO RECEIVE TRAFFIC MEMBRANE USE SIKAFLEX SL-2 OR EQUIVALENT. SEE SPECIFICATIONS.	 <p>1/2" SAWCUT AT PATCH PERIMETER (PERPENDICULAR TO SURFACE)</p> <p>ROUGHEN SURFACE TO ICRI CSP-9</p> <p>SAWCUT PERIMETER OF PATCH</p> <p>VARIES</p> <p>EXISTING REINFORCING STEEL</p> <p>PATCH TO MATCH ORIGINAL SURFACE</p> <p>EXISTING STRUCTURAL SLAB</p> <p>EXISTING CAVITY SURFACE</p> <p>REMOVE BEYOND DELAMINATION TO SOUND CONCRETE</p> <p>3/4" CLR. MIN. - TYP. AT REINFORCEMENT</p> <p>NOTES:</p> <ol style="list-style-type: none">1. SCAN SLAB USING GPR OR OTHER METHOD TO LOCATE EXISTING REINFORCEMENT. SAW CUT 1/2" AROUND PERIMETER. TAKE PRECAUTION TO NOT DAMAGE REINFORCING BARS.2. CLEAN AND COAT ALL EXPOSED REINFORCEMENT WITH SIKA ARMATEC -110 OR EQUIVALENT.3. NOTIFY ENGINEER IN CASES WHERE REINFORCING STEEL EXPOSED AS PART OF REPAIRS HAS SECTION LOSS OF 10% OR GREATER. IN THOSE CASES SUPPLEMENT CORRODED REINFORCING STEEL WITH NEW FACTORY EPOXY COATED REINFORCING BARS PER ASTM A775.4. IF THE CONCRETE REMOVAL EXPOSES LESS THAN HALF OF ANY CLEAN EXISTING REINFORCING BAR TO WHICH THE REMAINING CONCRETE IS STILL TIGHTLY BONDED, DO NOT CHIP OUT THE REMAINING CONCRETE AROUND THE BAR.5. PROVIDE SHORING OF SLAB IF AREA OF REPAIR EXCEEDS 5 SQ. FT. OR IF SUM OF INDIVIDUAL REPAIR AREAS EXCEED 10 SQ. FT. IN ANY 100 SQ. FT. AREA OF THE SLAB.6. THIS REPAIR PROCEDURE APPLIES IN CASES IN WHICH DIMENSION "D" IS 3 INCHES OR LESS. NOTIFY ENGINEER OF AREAS WHERE "D" EXCEEDS THIS LIMIT AND PERFORM REPAIRS AS DIRECTED BY ENGINEER.
<p>1. CRACK REPAIR</p>	<p>2. JOINT SEALANT REPAIR/REPLACEMENT</p>	<p>3. FLOOR SPALL REPAIR</p>
 <p>3/4" CLR. MIN. TYP. AT REINF.</p> <p>EXISTING STEEL PIPE RAILING</p> <p>EXISTING #3 HAIR PIN TIES TOP & BOTTOM</p> <p>EXISTING CONCRETE CURB</p> <p>VARIES</p> <p>EXISTING EDGE OF DELAMINATION</p> <p>REMOVE BEYOND DELAMINATION TO SOUND CONCRETE</p> <p>ROUGHEN SURFACE TO CSP9</p> <p>EXISTING #16 GALV. STEEL SLEEVE WELDED TO 1/8"x3"x3" STEEL PLATE</p> <p>EXISTING BEAM</p> <p>NOTES:</p> <ol style="list-style-type: none">1. SCAN SLAB USING GPR OR OTHER METHOD TO LOCATE EXISTING REINFORCEMENT. SAW CUT 1/2" AROUND PERIMETER. TAKE PRECAUTION TO NOT DAMAGE REINFORCING BARS.2. CLEAN AND COAT ALL EXPOSED REINFORCEMENT WITH SIKA ARMATEC -110 OR EQUIVALENT.3. NOTIFY ENGINEER IN CASES WHERE REINFORCING STEEL EXPOSED AS PART OF REPAIRS HAS SECTION LOSS OF 10% OR GREATER. IN THOSE CASES, SUPPLEMENT CORRODED REINFORCING STEEL WITH NEW FACTORY EPOXY COATED REINFORCING BARS PER ASTM A775.4. COLOR AND FINISH TO MATCH EXISTING.5. IF DELAMINATIONS AND/OR CRACKS EXTEND TO EXTERIOR FACE OF CURB, REPAIR ENTIRE CURB WIDTH AND SECURE RAILING. <p>CURB REPAIR WITH REATTACHMENT OF HANDRAIL</p>	 <p>EXIST. CONCRETE CURB</p> <p>3/4" CLR. MIN. TYP. AT REINF.</p> <p>EXIST REINF (TYP.)</p> <p>EXIST EXTERIOR CURB EDGES - SEE NOTES</p> <p>EXIST EDGE OF DELAMINATION</p> <p>REMOVE BEYOND DELAMINATION TO SOUND CONCRETE</p> <p>VARIES</p> <p>1/2" SAWCUT AT PATCH PERIMETER (PERPENDICULAR TO SURFACE)</p> <p>ROUGHEN SURFACE TO CSP 9</p> <p>EXIST CONCRETE WALL BELOW (NOT PRESENT IN ALL LOCATIONS)</p> <p>NOTES:</p> <ol style="list-style-type: none">1. SCAN SLAB USING GPR OR OTHER METHOD TO LOCATE EXISTING REINFORCEMENT. SAW CUT 1/2" AROUND PERIMETER. TAKE PRECAUTION TO NOT DAMAGE REINFORCING BARS.2. CLEAN AND COAT ALL EXPOSED REINFORCEMENT WITH SIKA ARMATEC -110 OR EQUIVALENT.3. NOTIFY ENGINEER IN CASES WHERE REINFORCING STEEL EXPOSED AS PART OF REPAIRS HAS SECTION LOSS OF 10% OR GREATER. IN THOSE CASES, SUPPLEMENT CORRODED REINFORCING STEEL WITH NEW FACTORY EPOXY COATED REINFORCING BARS PER ASTM A775.4. COLOR AND FINISH TO MATCH EXISTING.5. IF DELAMINATIONS AND/OR CRACKS EXTEND TO INTERIOR FACE OF CURB, REPAIR ENTIRE CURB WIDTH. <p>CURB REPAIR (PATCH)</p>	 <p>EXISTING CONCRETE STRUCTURAL SLAB</p> <p>ROUGHEN SURFACE TO ICRI CSP-9</p> <p>EXISTING CAVITY SURFACE</p> <p>3/4" CLR. MIN. - TYP. AT REINFORCEMENT</p> <p>EXISTING SOFFIT SURFACE</p> <p>VARIES</p> <p>ROUGHEN SURFACE TO CSP 6 (MIN)</p> <p>SAWCUT PERIMETER OF PATCH (TYP.)</p> <p>1/2" SAWCUT AT PATCH PERIMETER (PERPENDICULAR TO SURFACE)</p> <p>NOTES:</p> <ol style="list-style-type: none">1. SCAN SLAB USING GPR OR OTHER METHOD TO LOCATE EXISTING REINFORCEMENT. SAW CUT 1/2" AROUND PERIMETER. TAKE PRECAUTION TO NOT DAMAGE REINFORCING BARS.2. CLEAN AND COAT ALL EXPOSED REINFORCEMENT WITH SIKA ARMATEC -110 OR EQUIVALENT.3. NOTIFY ENGINEER IN CASES WHERE REINFORCING STEEL EXPOSED AS PART OF REPAIRS HAS SECTION LOSS OF 10% OR GREATER. IN THOSE CASES SUPPLEMENT CORRODED REINFORCING STEEL WITH NEW FACTORY EPOXY COATED REINFORCING BARS PER ASTM A775.4. PROVIDE SHORING OF SLAB IF AREA OF REPAIR EXCEEDS 5 SQ. FT. OR IF SUM OF INDIVIDUAL REPAIR AREAS EXCEED 10 SQ. FT. IN ANY 100 SQ. FT. AREA OF THE SLAB.5. FINISH SOFFIT SURFACE TO SMOOTH STEEL TROWEL FINISH.6. THIS REPAIR PROCEDURE APPLIES IN CASES IN WHICH DIMENSION "D" IS 3 INCHES OR LESS. NOTIFY ENGINEER OF AREAS WHERE "D" EXCEEDS THIS LIMIT AND PERFORM REPAIRS AS DIRECTED BY ENGINEER.7. COLOR AND FINISH TO MATCH EXIST. <p>5. CEILING REPAIR</p>
<p>4. CURB REPAIR</p>		<p>5. CEILING REPAIR</p>

NOT TO SCALE

**PARKING LOT 3
REPAIR DETAILS**

PROJECT:
**PARKING LOT 3
REPAIRS**

DRAWING NUMBER:
D-940

DATE: 08/04/2021

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