

CITY OF EL SEGUNDO

**CONTRACT DOCUMENTS
PLANS & SPECIFICATIONS**

FOR

FIBER OPTIC VAULT LID REPLACEMENT PROJECT

PROJECT NO.: PW 19-08

**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
350 MAIN STREET
EL SEGUNDO, CA 90245
310-524-2300**

http://www.elsegundo.org/depts/works/bids__rfps.asp
http://www.elsegundo.org/depts/works/project_request_contact_form.asp

**MANDATORY PRE-BID MEETING
TUESDAY, DECEMBER 10, 2019 AT 9:00 AM
IN HR CONFERENCE ROOM IN CITY HALL
350 MAIN STREET
EL SEGUNDO, CA 90245**

BIDS DUE TUESDAY, DECEMBER 17, 2019 AT 11:00 AM

BIDS WILL BE RECEIVED
UP TO THE HOUR
OF 11:00 A.M.

TUESDAY, DECEMBER 17, 2019

IN THE

OFFICE OF THE CITY CLERK
CITY HALL
350 MAIN STREET
EL SEGUNDO, CALIFORNIA 90245

AT WHICH TIME THEY WILL BE
PUBLICLY OPENED

SPECIAL INSTRUCTIONS TO CONTRACTORS

Contractors are required to review section 7-3 of the STANDARD SPECIFICATIONS, pages **II-B-24** thru **II-B-26** “LIABILITY INSURANCE”.

ONLY CONTRACTORS ABLE TO OBTAIN AND FURNISH THE REQUIRED COVERAGE AND ENDORSEMENT “ISO” FORMS SHOULD CONSIDER SUBMITTING A BID PACKAGE.

The Contractor will be required to apply and obtain an Encroachment Permit from the City Public Works Department as well as any applicable Building/Safety Permit from the City Building Planning and Building Safety Department. The permits will be issued on a “no-fee” basis.

The Contractor shall be responsible for calling the Building Safety Division for inspections. All noted deficiencies shall be corrected by the contractor. The project will not be accepted as complete until the contractor obtains a final sign-off from the Department of Planning and Building Safety.

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**NOTICE INVITING SEALED BIDS
FOR THE
FIBER OPTIC VAULT LID REPLACEMENT PROJECT
IN THE CITY OF EL SEGUNDO
PROJECT NO.: PW 19-08**

The City of El Segundo is accepting sealed bids in the City Clerk's office, 350 Main Street, El Segundo, California 90245, until 11:00 a.m. on:

TUESDAY, DECEMBER 17, 2019

at which time they will be publicly opened. Bids will not be accepted after that time.

As described in the Bidding Documents, the bids are for a public works project ("Project") which consists of the removal of existing fiber optic vault lids and replacement of new Jensen precast, traffic rated vault lids at seven (7) locations throughout the City, as shown on the plans on file with the City's Public Works Department. The work will take place at various locations throughout the City of El Segundo, per plans as part of these specifications.

Work on the Project must be performed in strict conformity with Specifications No. **PW 19-08: Fiber Optic Vault Lid Replacement Project** which is filed with the Public Works Department.

Copies of the Plans, Specifications, Contract Documents and Engineer's estimate are available from the Engineering Division of the Public Works Department, City of El Segundo, 350 Main Street, El Segundo, California, 90245. Plans And Specifications are alternately available electronically via http://www.elsegundo.org/depts/works/project_request_contact_form.asp

A pre-bid meeting is scheduled for Tuesday, December 10, 2019, at 9:00 am, at the HR Conference Room, 350 Main Street, El Segundo, CA 90245. Bidders' attendance at this meeting is **mandatory**. Questions regarding the bid shall be submitted by 5:00 pm on Friday, December 13, 2019 to http://www.elsegundo.org/depts/works/project_request_contact_form.asp.

The terms and conditions for bidding on the Project are described in the attached Bidding Instructions.

This project requires payment of State prevailing rates of wages for Los Angeles County. The contractor must post copies of the prevailing schedule at each job site. Copies of these rates of wages are available from the State of California Department of Industrial Relations Prevailing Wage Unit, Telephone No. (415) 703-4774. The website for this agency is currently located at www.dir.ca.gov.

Note that the Project is subject to compliance monitoring and enforcement by California Department of Industrial Relations. Pursuant to California law, the City must find bids failing to

comply with all applicable Labor Code requirements including, without limitation, Labor Code §§ 1725.5 and 1771.4 to be nonresponsive.

The contractor to whom the contract is awarded must assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Order 11246 and 11375.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

The City of El Segundo hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Prevailing Wage: Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et. Seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

Five percent (5%) will be deducted from each progress payment and retained by the City. The remainder less the amount of all previous payments will be paid to the Contractor. Pursuant to Public Contracts Code ("PCC") § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, any such election will be at the Contractor's own expense and will include costs incurred by the City to accommodate the Contractor's request.

In entering into a Public Works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the **Contractor**, or **Sub-Contractor**, offers and agrees to assign to the awarding body 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. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the **Contractor**, without further acknowledgment by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to

BIDDING INSTRUCTIONS

1. **DEFINITIONS.** Unless provided otherwise, the definitions in the Greenbook, Special Conditions, or other Contract Documents are applicable to all Bidding Documents.
 - 1.1 “Addenda” means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
 - 1.2 “Alternate” means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
 - 1.3 “Bid Deadline” means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.
 - 1.4 “Bidder” means a person or firm that submits a Bid.
 - 1.5 “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda.
 - 1.6 “Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.
 - 1.7 “Unit Price” means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

2. **BIDDER’S REPRESENTATIONS.** By making its Bid, Bidder represents that:
 - 2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.
 - 2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.
 - 2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.
 - 2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor’s State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor “C” license in each such trade, (2) a General Engineering contractor “A” license, or (3) a General Building contractor “B” license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.
 - 2.5 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the

Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

- 2.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.
- 2.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.
- 2.9 The Bidder has paid the City's business license fee(s)
- 2.10 The Bidder, per SB 854 requirements for public projects, has registered with and paid their annual fee to the California State Department of Industrial Relations. Information about SB 854 and its requirements can be found at this link:
<http://www.dir.ca.gov/Public-Works/SB854.html>

3. BIDDING DOCUMENTS

- 3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.
- 3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.
- 3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

- 4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.
- 4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.2.1 The release of the bid package begins a quiet period for potential Bidders participating in this project. The City of El Segundo realizes it is critical to provide Bidders with a vehicle to ask questions so that quality responses can be prepared. Questions must be submitted in writing to project managers via the City website:

http://www.elsegundo.org/depts/works/project_request_contact_form.asp.

Responses to all questions will be provided in writing to all Bidders in accordance with the schedule below. We will not identify companies or individuals that pose questions. Potential bidders must not call City of El

Segundo employees to discuss potential projects or ask questions regarding the bid.

Questions Due by 5:00 pm, December 13, 2019

Questions Answered by December 16, 2019

- 4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders must not rely upon them.
5. **PRODUCT SUBSTITUTIONS.** Substitutions will only be considered before award of the Contract and as provided for in the Contract Documents.
6. **SUBCONTRACTORS.**
 - 6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.
 - 6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.
7. **ADDENDA.**
 - 7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.
 - 7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.
 - 7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.
 - 7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.
8. **PRE-BID CONFERENCE.** Bidder will attend a Pre-Bid Conference where the City will discuss the Bidding Documents, answer questions, accept comments, and conduct a Project site visit. The City requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list which is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

9. FORM AND STYLE OF BIDS

- 9.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.
- 9.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.
- 9.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."
- 9.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.
- 9.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.
- 9.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.
- 9.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.
- 9.8 Bids must be submitted in writing on the Proposal forms provided by the City of El Segundo. One (1) set of these Proposal forms is inserted loose herein for use by the bidders. **Bidders are required to submit one (1) original set of the proposal forms.** All information requested therein must be clearly and legibly set forth in the manner and form indicated.
- 9.9 Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submissions of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City of El Segundo and clarified prior to the submission of proposals.

10. BID SECURITY

- 10.1 Each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump

Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of El Segundo." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

- 10.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.
- 10.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."
- 10.4 The City will retain Bid Security until the occurrence of one of the following:
 - 10.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.
 - 10.4.2 The specified time has elapsed during which Bids may be withdrawn.
 - 10.4.3 All Bids have been rejected.
- 10.5 The Bid Form, Bid Security, if applicable, and all other documents required to be submitted with the Bid must be enclosed in a sealed opaque envelope. The envelope must be addressed to the City Clerk. The envelope must be identified with the Bidder's name and address, and identify the Project for which the Bid is submitted, as follows: **"SEALED BIDS FOR PROJECT NO.: PW 19-08 FIBER OPTIC VAULT LID REPLACEMENT PROJECT. IN THE CITY OF EL SEGUNDO. DO NOT OPEN WITH REGULAR MAIL."** Proposals may be mailed or delivered by messenger.
- 10.6 Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.
- 10.7 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 10.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.
- 10.9 All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws related to bids for contracts of this nature whether the same is expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

11. MODIFICATION OR WITHDRAWAL OF BID.

- 11.11 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of

such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

- 11.12 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.
- 11.13 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.
- 11.14 Bids may not be modified, withdrawn, or canceled within ninety (90) calendar days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.
- 11.15 Proposals may not be withdrawn after said Bid Deadline without forfeiture of the proposal guarantee.
- 11.16 The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.
- 11.17 No mention shall be made in the proposal of Sales Tax, Use Tax, City Business License, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.
- 11.18 No mention shall be made in the proposal of the cost of bonds as all amounts bid will be deemed and held to include any such costs, which may be applicable.

12. OPENING OF BIDS. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

13. REJECTION OF BIDS.

- 13.1 The City will have the right to reject all Bids.
- 13.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.
 - 13.2.1 Unrequested/unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.
- 13.3 In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

14. AWARD

- 14.1 The City may retain all bids for a period of ninety (90) calendar days for examination and comparison, and to delete any portion of the work from the contract.
- 14.2 The City will have the right to waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

- 14.3 The City will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.
- 14.4 The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the “multiplier” as stated in the Bid Form, plus the amounts of all accepted Alternates.
 - 14.4.1 Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City’s maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor’s actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.
- 14.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) calendar days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City’s notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:
 - 14.5.1 One original of the Agreement signed by Bidder.
 - 14.5.2 One original of the Payment Bond.
 - 14.5.3 One original of the Performance Bond.
 - 14.5.4 Certificates of Insurance on form provided by the City.
 - 14.5.5 Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders’ company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
 - 14.5.6 Preliminary Contract Schedule.
 - 14.5.7 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.
 - 14.5.8 Cost Breakdown.
- 14.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.
- 14.7 If Bidder submits the original signed Agreements and all other items within ten (10) days after receiving the City’s notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder

- by signing the Agreement and returning a signed copy of the Agreement to Bidder.
- 14.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

PROPOSAL
FOR THE
FIBER OPTIC VAULT LID REPLACEMENT PROJECT

Project No.: PW 19-08

Date _____, 20____

Company Name _____

TO THE CITY OF EL SEGUNDO:

In accordance with the City of El Segundo's Notice Inviting Sealed Bids, the undersigned **BIDDER** hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. Submittal of this bid shall be considered evidence that the **BIDDER** has satisfied himself regarding the contract documents, access and any other field conditions which may affect bid prices. If this proposal is accepted for award, **BIDDER** agrees to enter into a contract with the City of El Segundo at the unit and/or lump sum prices set forth in the following Bid Schedule. **BIDDER** understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of El Segundo of the proposal guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. **THE CITY OF EL SEGUNDO RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT.** It is agreed that the unit and/or lump sum prices bid include all apparent expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the **BIDDER'S** default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of El Segundo's notice of award of contract to the **BIDDER**, including sending by U.S. Mail a Public Works Contract for signature by the Awardee, the proceeds of the security accompanying this bid shall become the property of the City of El Segundo and this bid and the acceptance hereof may, at the City of El Segundo's option, be considered null and void.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, **BIDDER** certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION DECLARATION

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City of El Segundo is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BID SCHEDULE
FIBER OPTIC VAULT LID REPLACEMENT PROJECT
PROJECT NO.: PW 19-08

Company Name: _____

BASE BID ITEMS

Item No.	Description	QTY	Unit	Unit Price (\$)	Total (\$)
1	Mobilization/Demobilization	1	LS		
2	Traffic Control, Public Safety and Convenience	1	LS		
3	Relocate and Protect Fiber Optic Patch Panel in Fiber Optic Vault #72	1	LS		
4	Remove Existing Fiber Optic Vault Lid and Adjacent Paving and Install New Vault Lid and Patch Asphalt Concrete on Aggregate Base Complete	7	EA		
5	Miscellaneous Improvements as determined by the Engineer as necessary	1	LS	\$10,000	\$10,000.00

TOTAL BASE BID FOR ITEMS 1-5 IN FIGURES =

\$ _____

TOTAL BID WRITTEN IN WORDS: _____

All work shall be per these specifications and attachments. Prevailing wage rates apply. The City of El Segundo reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of **ninety (90) calendar days**.

Company Name: _____

BIDDER certifies that the following information is true and correct:
Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If corporation, State of Incorporation (i.e., California) _____

Business _____

Address _____

Telephone No. _____

Facsimile No. _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER'S INFORMATION (CONTINUED)

Company Name: _____

Bidder shall list the name of the person who attended the mandatory pre-bid job walk:

Name: _____

Title: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands,

and seals of all aforementioned principals this _____ day of _____, 20__.

BIDDER

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC

**PROPOSAL GUARANTEE
BID BOND**

FIBER OPTIC VAULT LID REPLACEMENT PROJECT
PROJECT NO.: PW 19-08

KNOW ALL MEN BY THESE PRESENTS that,

_____, as **BIDDER**, and

_____, as **SURETY**, are held and firmly bound unto the

City of El Segundo, in the penal sum of _____ **DOLLARS (\$___)**, which is ten (10%) percent of the total amount bid by **BIDDER** to the City of El Segundo for the above stated project, for the payment of which sum, **BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.**

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas **BIDDER** is about to submit a bid to the City of El Segundo for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by **BIDDER** in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of El Segundo.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this

_____ day of _____, 20_____.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC

*Provide **BIDDER/SURETY** name, title, address and telephone number and the name, title, address and telephone number for authorized representative.

CONTRACTOR'S LICENSE DECLARATION
(Business and Professions Code Section 7028.15)

1. **BIDDER'S** Contractor's License Number is:

_____ Class No.: _____

2. The expiration date of **BIDDER'S** Contractor License is:

_____, 20 ____.

3. **BIDDER** acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that representations herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid proposal are true and correct.

Executed on _____, 20____, at

_____ (insert City and State where Declaration signed).

Signature

Typed Name

Title

Company Name

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(pursuant to Cal. Pub. Contract Code § 7106)

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]."

Dated this _____ day of _____, 20____.

Name

Title

Signature

WORKER'S COMPENSATION CERTIFICATION

**Section 1861 OF THE LABOR CODE
(Workers' Compensation)**

Pursuant to Section 1861 of the Labor Code, the **BIDDER**, in submitting his/her **PROPOSAL**, shall sign the following certification:

"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."

Signature of Bidder: _____

Title: _____

Business Name: _____

Business Address: _____

Telephone Number: (____) _____

Dated this _____ day of _____, 20____.

REFERENCES

Company Name: _____

The following are the names, addresses, and telephone numbers for public agencies for which **BIDDER** has performed similar work as the prime contractor or major subcontractor within the past five (5) years:

1. Project Title: _____

Location: _____

Name and address of owner

Name and current telephone number of person familiar with project

Type of Work: _____

Contract amount: \$_____ Date completed: _____

Amount of work done by my/our firm under contract \$_____

Did your firm have any financial interest in Project? _____

2. Project Title: _____

Location: _____

Name and address of owner

Name and current telephone number of person familiar with project

Type of Work: _____

Contract amount: \$_____ Date completed: _____

Amount of work done by my/our firm under contract \$_____

Did your firm have any financial interest in Project? _____

3. Project Title: _____

Location: _____

Name and address of owner

Name and current telephone number of person familiar with project

Type of Work: _____

Contract amount: \$ _____ Date completed: _____

Amount of work done by my/our firm under contract \$ _____

Did your firm have any financial interest in Project? _____

4. Project Title: _____

Location: _____

Name and address of owner

Name and current telephone number of person familiar with project:

Type of Work: _____

Contract amount: \$ _____ Date completed: _____

Amount of work done by my/our firm under contract \$ _____

Did your firm have any financial interest in Project? _____

5. Project Title: _____

Location: _____

Name and address of owner

Name and current telephone number of person familiar with project:

Type of Work: _____

Contract amount: \$ _____ Date completed: _____

Amount of work done by my/our firm under contract \$ _____

Did your firm have any financial interest in Project? _____

Bidder may attach additional reference pages if necessary.

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom **BIDDER** intends to procure insurance bonds:

**BIDDER'S STATEMENT OF
PAST CONTRACT DISQUALIFICATIONS**

FIBER OPTIC VAULT LID REPLACEMENT PROJECT
PROJECT NO.: PW 19-08

Company Name: _____

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes No

2. If yes, explain the circumstances:

3. Are you registered in accordance with Labor Code § 1725.5 [Note: failure to register requires the City to reject your bid as nonresponsive]?

Yes No

Bidder's Signature

Name (Please Print)

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]
FIBER OPTIC VAULT LID REPLACEMENT PROJECT
PROJECT NO.: PW 19-08,

Company Name: _____

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability:	\$1,000,000
Workers compensation:	Statutory requirement

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Insurer will agree in writing to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The City requires California Worker's Compensation Coverage with the associated Waiver. Out-of-state coverage will not be accepted in lieu of the California coverage, because the work is being performed in the State of California.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Date

Bidder's Signature

END PROPOSAL SECTION

**PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF EL SEGUNDO AND
[CONTRACTOR]**

FIBER OPTIC VAULT LID REPLACEMENT PROJECT
PROJECT NO. PW 19-08

This CONTRACT is entered into this ____ day of _____, 20____, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation (“the City”) and _____, (“the Contractor”).

1. WORK.

- A. The Contractor will provide all work required by the Contract Documents (the “Work”). The Contractor agrees to do additional work arising from changes ordered by the City in accordance with the Contract Documents.
- B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- D. “Contract Documents” means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. CONTRACT SUM. The City agrees to pay the Contractor a sum not to exceed _____ Dollars (\$_____) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

- A. The Contractor will fully complete the Work within Thirty (30) working days

(the "Contract Time.")

- B. The Contract Time will commence when the City issues a Notice to Proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.
 - C. The Contractor may not perform any Work until:
 - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
 - ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.
 - D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
 - E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.
4. **DISPUTES.** Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.
5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.
6. **TAXPAYER IDENTIFICATION NUMBER.** The Contractor will provide the City with a Taxpayer Identification Number.
7. **PERMITS AND LICENSES.** Unless otherwise provided, the Contractor, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.
8. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired, but will deliver all original materials to the City upon the City's written notice.
9. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract

Documents, and any approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.

10. **INDEPENDENT CONTRACTOR.** The City and the Contractor agree that the Contractor will act as an independent contractor and will have control of all work and the manner in which is it performed. The Contractor will be free to contract for similar service to be performed for other employers while under contract with the City. The Contractor is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides for its employees. Any provision in this Contract that may appear to give the City the right to direct the Contractor as to the details of doing the work or to exercise a measure of control over the work means that the Contractor will follow the direction of the City as to end results of the work only.
11. **AUDIT OF RECORDS.** The Contractor will maintain full and accurate records with respect to all services and matters covered under this Contract. The City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.
12. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

The City

The Contractor

Ken Berkman
Public Works Director
City of El Segundo
350 Main Street,
El Segundo, CA 90245
(310) 524-2356

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **NO THIRD PARTY BENEFICIARY.** This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

14. **INTERPRETATION.** This Contract was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.
15. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence will be as follows:
- A. This Contract;
 - B. The Standard Specifications; and
 - C. Precedence of documents as determined in the Standard Specifications.
16. **SEVERABILITY.** If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect.
17. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.
18. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
19. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.
20. **CAPTIONS.** The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.
21. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO

Scott Mitnick
City Manager

ATTEST:

Tracy Weaver,
City Clerk

Taxpayer ID No. _____

Contractor State

License No.: _____

Contractor City Business

License No.: _____

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
David H. King,
Assistant City Attorney

Insurance Reviewed by: _____

FAITHFUL PERFORMANCE BOND

**FIBER OPTIC VAULT LID REPLACEMENT PROJECT
PROJECT NO.: PW 19-08**

Bond No.
Bond Fee:

(“PRINCIPAL”)

and _____, a corporation

incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety (“SURETY”), are held and firmly bound unto the CITY OF EL SEGUNDO (“CITY”) in the sum of **DOLLARS**, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, **SPECIFICATIONS NO. PW 19-08**, and the public works contract executed with such Specifications. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in **SPECIFICATIONS NO. PW 19-08**, a copy of which is on file with CITY’s Engineering Division (“Public Project”). Such performance will be in accordance with CITY’s plans and profiles (**CITY DRAWING FILE NO. PW 19-08**) which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY’s Engineering Division. CITY has estimated the required amount of the bond as shown above.

2. PRINCIPAL’s work on the Public Project will be done in accordance with CITY’s plans and specifications and with any permit issued by CITY. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.

3. PRINCIPAL will guarantee its work against any defective work, labor, or materials on the Public Project for a period of one (1) year following the Public Project’s completion and acceptance by CITY.

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the El Segundo Municipal Code (“ESMC”).

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **SPECIFICATIONS NO. PW 19-08** or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

6. This bond consists of this instrument; the plans and specifications identified above; and the following two (2) attached exhibits all of which are incorporated herein by reference:

- A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so;
- B. A certificate issued by the county clerk for the county in which SURETY’s representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY’s certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted; and

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL’s obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

SIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

NOTE: (1) ALL signatures must be acknowledged by a notary public.
Return one (1) original to City Clerk's Office.

(2) Bond shall be effective for one (1) year after acceptance of the job.

LABOR AND MATERIALS BOND

FIBER OPTIC VAULT LID REPLACEMENT PROJECT
PROJECT NO.: PW 19-08

Bond No.
Bond Fee:

_____, as principal
("PRINCIPAL") and _____, a
corporation

incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF EL SEGUNDO ("CITY") in the sum of **DOLLARS**, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

This bond is conditioned upon and guarantees payment by PRINCIPAL to contractors, subcontractors, and persons renting equipment; payment by PRINCIPAL and all PRINCIPAL'S subcontractors for all materials, provisions, provender, or other supplies, and equipment used in, upon, for or about the performance of the work contemplated in **FIBER OPTIC VAULT LID REPLACEMENT PROJECT, SPECIFICATIONS NO. PW 19-08** ("Public Project"), the public works contract executed for such Public Project, and for all work or labor of any kind performed for the Public Project. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in **SPECIFICATIONS NO. PW 19-08**, and the public works contract executed for such Specifications, copies of which is on file with CITY'S Engineering Division ("Public Project"). Such performance will be in accordance with CITY'S plans and profiles (**CITY DRAWING FILE NO. PW 19-08**), which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY'S Engineering Division.

2. PRINCIPAL will pay all contractors, subcontractors, and persons renting equipment.

3. PRINCIPAL will pay for all materials and other supplies, for equipment used in, on, for or about the performance of the Public Project, and will pay for all work and labor thereon.

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the El Segundo Municipal Code (“ESMC”).

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **SPECIFICATIONS NO. PW 19-08**, or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

6. This bond consists of this instrument; the plans and specifications identified above; and the following TWO (2) attached exhibits all of which are incorporated herein by reference:

- A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
- B. A certificate issued by the county clerk for the county in which SURETY’s representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY’s certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL’s obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

SIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

NOTE: (1) ALL signatures must be acknowledged by a notary public.
Return one (1) original to City Clerk's Office.

(2) Bond shall be effective for one (1) year after acceptance of the job.

SECTION II - GENERAL REQUIREMENTS

CITY OF EL SEGUNDO PUBLIC WORKS DEPARTMENT

GENERAL SPECIFICATIONS

1. REGISTRATION OF CONTRACTORS

No bid will be accepted from a **Contractor** who has not been licensed in accordance with the provisions of the laws of the State of California relating to licensing of contractors, for the type of work to be performed under this Contract.

2. INSURANCE AND CITY BUSINESS LICENSE

Contractor and **Sub-Contractors** will obtain appropriate insurance and a City Business License before execution of the construction contract.

3. EMERGENCY INFORMATION

The names, addresses and telephone numbers of the **Contractor** and **Sub-Contractors**, or their representatives, will be filed with the City Engineer and the City Police Department **BEFORE PERFORMING WORK.**

4. FURNISHING OF WATER

Water necessary for the prosecution of the work as herein specified will be furnished by the City in the following manner:

The **Contractor** will deposit with the City Water/Wastewater Division the sum of **One Thousand, One Hundred, Forty-four Dollars (\$ 1,444.00)** to insure against damage to a 2 ½" Fire Hydrant water meter which will be furnished and installed by the City at a point convenient to the site of the work. This deposit will be refunded to the **Contractor** upon completion of the Project if, after removal and inspection of said meter by the City, it is found to be in satisfactory condition. In event of damage to this meter while under the jurisdiction of the **Contractor**, all or any part of said deposit may be retained by the City.

A non-refundable Activation Fee of **One Hundred, Ten Dollars (\$110.00)** will be charged upon activation of the temporary meter.

5. CALIFORNIA - OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION

All work performed under this contract will be done in strict compliance with the Cal-OSHA Rules and Regulations, latest edition.

6. SOUND CONTROL

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

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

The use of loud signals will be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

7. AIR POLLUTION CONTROL

The Contractor is put on notice that he must abide by all existing rules and regulations of the SCAQMD (South Coast Air Quality Management District), relating to all operations or equipment which discharge visible emissions or solid or liquid particles to the atmosphere.

8. WORKER UNIFORMS

All workers under the employment of the **Contractor** or his/her **Sub-Contractor** will wear an orange vest or an orange shirt while working in the public right-of-way.

**CITY OF EL SEGUNDO
PUBLIC WORKS DEPARTMENT**

GENERAL PROVISIONS

0-0 STANDARD SPECIFICATIONS

0-1 GENERAL

Except as modified by these Standard Specifications, the provisions of the latest edition of the "Standard Specifications for Public Works Construction" ("Greenbook") and its supplements prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, constitute the Standard Specifications for this project.

0-2 NUMBERING OF SECTIONS

The numbering contained within the Standard Specifications of the Contract Documents is intended to correspond with Greenbook numbering.

1-2 DEFINITIONS

The following subsection is added to Subsection 1-2 of the Greenbook.

1-2.1 ADDITIONAL DEFINITIONS

Acceptance – The date on which the City Council accepts the Work as complete. Architect, Design Engineers, Soils Engineer, Structural Engineers - Advisors employed by the City.

City Council - The body constituting the awarding authority of the City.

Compensable Delay -- a delay entitling the Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time in accordance with this Agreement.

Due Notice - A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually 48 hours or two working days) before the commencement of the contemplated action. Notification may be from Engineer to Contractor or from Contractor to Engineer.

Engineer - The City Engineer, or designee, as defined in the Greenbook. Unless otherwise provided, all correspondence and decisions made relative to the contract will be by the City Engineer or his designated representative.

PCC – California Public Contract Code.

Prompt - The briefest interval of time required for a considered reply, including time required for approval of a governing body.

Public Works Director – The City’s Public Works Director, or designee.

(Check if applicable) State Standard Specifications - State of California Standard Specifications, dated July 1992, Business and Transportation Agency, Department of Transportation

Working Days - A working day is defined as any day, except Saturdays, Sundays, legal holidays and days when work is suspended by the Engineer, as provided in Subsection 6-3 and days determined to be non-working in accordance with Subsection 6-7, "Time of Completion."

1-3 ABBREVIATIONS

The following Subsection is added to Subsection 1-3 of the Greenbook.

1-3.1 The following abbreviations are added to Subsection 1-3 of the Greenbook:

AAN	American Association of Nurserymen
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
Green Book	The most current edition of the Standard Specification for Public Works Construction, and subsequent supplements prepared by Public Works Standards, Inc.
WATCH	Work Area Traffic Control Handbook
SPPWC	Standard Plans for Public Works Construction by the American Public Works Association
SSPWC	Standard Specifications for Public Works Construction by the American Public Works Association
ASA	American Standard Association
CITY	City of El Segundo

2-0 SCOPE AND CONTROL OF WORK

The following subsections 2-1.1 and 2-1.2 are added to the Greenbook.

2-1.1 ACCESS TO PROJECT SITE

Not later than the date designated in the City Notice to Proceed, the City will provide access to the real property and facilities upon which the Work is to be performed, including access to real property and facilities designated in the Contract Documents for the Contractor’s use.

2-1.2 OWNERSHIP AND USE OF CONTRACT DOCUMENTS.

The Contract Documents and all copies furnished to or provided by the Contractor are the City's property and may not be used on other work.

2-3 SUBCONTRACTS

Subsection 2-3 Subcontractors of Greenbook is deleted in its entirety and replaced with the following subsection.

2-3.1 GENERAL

Except as provided in PCC §§ 4100 et. seq., each bidder will file with its bid the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime 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 prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid. Only one subcontractor will be listed for each portion of the work, which portion will be defined in the bid. In each instance, the nature and extent of the work to be sublet will be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that it is fully qualified to perform that portion itself and that it will perform that portion itself.

The Contractor must have the City Council's written consent to substitute a subcontractor other than that designated in the original bid, to permit any subcontract to be assigned or transferred, or to allow a subcontract to be performed by other than the original subcontractor.

Subcontracting of work for which no subcontractor was designated in the original bid, and which is more than one-half of one percent of the work, will be allowed only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City Council setting forth the facts constituting the emergency or necessity.

Violation of any of the above provisions will be considered a breach of the Contract, and the City may terminate the Contractor's control over the Work, cancel the contract, or assess the Contractor a penalty of not more than ten percent of the subcontract involved.

All persons engaged in the work, including subcontractors and their employees will be considered as employees of the Contractor. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work. The City will deal directly with, and make all payments to, the prime Contractor.

When subcontracted work is not being prosecuted in a satisfactory manner, the

Contractor will be notified to take corrective action. The Engineer may report the facts to the City Council. If the City Council so orders, and on receipt by the Contractor of written instructions from the Engineer, the subcontractor will be removed immediately from the Work. That subcontractor will not again be employed on the Work.

If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2-3.2 ADDITIONAL RESPONSIBILITY

Add the following to Subsection 2-3.2 Additional Responsibility:

The Contractor will submit experience statements for each subcontractor who will perform contract work that amounts to more than ten percent (10%) of the Work.

2-4 CONTRACT BONDS

The following paragraph is added to Subsection 2-4 of the Greenbook.

The Faithful Performance Bond and the Labor and Materials Bond must be paid and in effect for one year after the acceptance of the job by the City in accordance with the guarantee required by Subsection 6-8.1.

2-5 PLANS AND SPECIFICATIONS

Subsection 2-5.1 of the Greenbook is replaced by the following subsection.

2-5.1 GENERAL

The Contractor will maintain the following at the Work site:

1. One as-built copy of the Plans and Specifications, in good order and marked to record current changes and selections made during construction. As-built plans must be submitted to the City representative for approval before the City pays a final retention amount.
2. The current accepted Contract Schedule.
3. Shop Drawings, Product Data, and Samples.
4. Approved permits from other agencies, including Cal-OSHA permits for trench shoring.

5. All other required submittals.

The Plans, Specifications, and other Contract Documents will govern the Work. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, will be as though shown or mentioned in both.

Payment for any items on the plans for which there is no specific bid item will be included in the various items of work or in any item to which it is appurtenant.

If the Contractor performs any work which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining written consent from the Engineer, the Contractor will be responsible for the resulting losses, including, without limitation, the costs of correcting defective work.

2-5.2 PRECEDENCE OF CONTRACT DOCUMENTS

The following paragraph is added to subsection 2-5.2 of the Greenbook:

As the figured dimensions shown on the plans and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions will be followed in preference to the scaled dimensions, and plans to a large scale will be followed in preference to the plans to a small scale. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract, the Contractor will apply to the Engineer for such further explanations as may be necessary, and will conform thereto as part of the Contract so far as may be consistent with the terms thereof. Any items shown on drawings and not mentioned in the specifications will be of like effect as if shown or mentioned in both.

2-5.5 ACCURACY OF PLANS AND SPECIFICATIONS

Although it is believed that much of the information pertaining to conditions and existing utilities that may affect the cost of the Work will be shown on the Plans or indicated in the Specifications, the City does not warrant the completeness or accuracy of such information.

The Contractor will carefully study and compare each of the Contract Documents with the others and with information furnished by the City and will promptly report in writing to the Engineer any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable law observed by the Contractor.

The Contractor will take field measurements, verify field conditions, perform soil investigations, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time will be promptly reported in writing to the Engineer.

2-8 RIGHT-OF-WAY

The following subsection is added to Subsection 2-8 of the Greenbook.

2-8.1 ADDITIONAL WORK AREAS AND FACILITIES

When the Contractor arranges for additional temporary work areas and facilities, the Contractor will provide the City with proof that the additional work areas or facilities have been left in a condition satisfactory to the owner(s) of said work areas or facilities before acceptance of the work.

2-9 SURVEYING

Subsection 2-9.3, Survey Service, is deleted in its entirety and replaced by the following subsection:

2-9.3 SURVEY SERVICE

2-9.3.1 CONSTRUCTION SURVEYING

The Contractor will provide for all construction surveying required to layout, monitor and complete the work. The surveying will be performed by a Land Surveyor or Civil Engineer authorized to practice land surveying by the State of California.

The Project Benchmark is shown on the plans. The Contractor will establish all necessary control lines based on the plans and record information on file with the County of Los Angeles Surveyor and the Engineer.

It is the responsibility of the Contractor to protect the survey control as shown on the plans. If the survey control is destroyed or disturbed during construction, the Contractor will provide for resetting them and file appropriate documents with the County of Los Angeles at the direction of the Engineer.

Computations, survey notes, and other data used to accomplish the work will be neat, legible and accurate. Copies of all computations, survey notes, and other data (electronic format may be required) will be furnished to the Engineer before beginning work that requires their use.

2-9.3.2 MEASUREMENT AND PAYMENT

Construction Survey – Unless a separate bid item is provided, payment will be considered included in the other items of the bid and no additional payment will be made therefore.

3-3.2.2 BASIS FOR ESTABLISHING COSTS

Subsection 3-3.2.2.3, Tool and Equipment Rental is modified where the second and third paragraphs are replaced with “Regardless of ownership, the rates to be used in

determining the equipment usage costs will not exceed those listed for the same or similar equipment in the California State Department of Transportation publication of Labor Surcharge and Equipment Rates effective for the period of usage.”

3-3.2.3 MARK UP

Subsection 3-3.2.3, Mark Up, is deleted in its entirety and replaced by the following subsection:

(a) Work by Contractor. The following percentages will be added to the Contractor’s costs and will constitute the markup for all overhead and profits.

- 1) Labor20
- 2) Materials15
- 3) Equipment Rental.....15
- 4) Other Items and Expenditures.....15

To the sum of the costs and markups provided for in this subsection, 1 percent will be added as compensation for bonding. No other formula, e.g., the Eichleay or other method, may be used to calculate daily damages for office overhead, profit, or other purported loss.

(b) Work by Subcontractors. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) will be applied to the Subcontractor’s actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

(c) In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Bid Form or Contractor’s actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

3-3.3 DAILY REPORTS BY CONTRACTOR

Add the following paragraph to subsection 3-3.3, Daily Reports by Contractor:
If disagreement continues regarding extra work, the Contractor may seek compensation in accordance with the Claims procedure. Daily Reports required by this subsection must be made part of the Claim as supporting data for the Claim.

3-4 CHANGED CONDITIONS

Subsection 3-4, Changed Conditions, is deleted in its entirety and replaced with the following subsection:

If the Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected (“changed conditions”), the Contractor will immediately notify the Engineer in writing of such changed conditions (upon

discovery and before disturbing such changed conditions), as provided in Subsection 6-11, so that the Engineer can determine if such conditions require design details that differ from those design details shown in the Contract Documents. Notwithstanding the time period set forth in Subsection 6-11.3, the Contractor is liable to the City for any extra costs incurred as a result of the Contractor's failure to promptly give such notice.

Changed conditions include, without limitation, the following:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract Documents;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from what is represented in the Contract which the Contractor believes may be hazardous waste as defined in California Health & Safety Code § 25117 that is required to be removed to a Class I, II, or III disposal site in accordance with applicable law.

The Engineer will promptly investigate conditions that appear to be changed conditions. The Engineer's decision, and any dispute regarding that decision, will be made in accordance with Section 6-11 except that the Engineer will render a decision promptly.

Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions:

1. The information is made available for the Bidders' convenience and is not a part of the Contract.
2. The City has not determined the accuracy or completeness of such information and all such information is made available to Bidders without any representation or warranty by the City whatsoever as to its accuracy, completeness, or relevancy.
3. Bidders will independently evaluate such information for their use and will be solely responsible for use or interpretation of such information. Any such use or interpretation will not be the basis of any claim against the City.

3-5 DISPUTED WORK

Subsection 3-5 is deleted in its entirety and replaced by the following subsection.

If the Contractor and the City do not reach agreement on disputed work, the City may direct the Contractor to proceed with the work. Any payment for the disputed work will be determined pursuant to the claims procedures in these Standard Specifications. Although not to be construed as proceeding under extra work provisions, the Contractor will keep and furnish records of disputed work as required by the Contract

Documents.

4-1.3 INSPECTION REQUIREMENTS

Subsection 4-1.3, Inspection Requirements, is deleted in its entirety and replaced by the following subsections.

4-1.3.1 GENERAL

Unless otherwise specified, inspection at the source of production for such materials and fabricated items as bituminous paving mixtures, structural concrete, fabricated metal products, cast metal products, welding, reinforced and unreinforced concrete pipe, application of protective coatings, and similar shop and plant operations is not required. A certificate of compliance, signed by an authorized officer of the producer, certifying compliance with the contract documents will be submitted for all of the following materials: steel pipe, sizes less than 18 inches; vitrified clay pipe; asbestos cement pipe; cast iron pipe; reinforced concrete pipe; non-reinforced concrete pipe; and PVC sewer and water pipe; subject to sampling and testing by City.

Standard items of equipment, such as electric motors, conveyors, plumbing fittings and fixtures, lumber, plywood, and so on, are subject to inspection at the job site.

All other equipment items will be inspected and tested in accordance with the contract documents.

The City does not provide full time inspection. The Contractor will provide 24-hour minimum notice for each inspection required by the work unless other arrangements have been agreed upon, in writing, with the City Engineer. Any inspection required outside of normal working hours and days, including holidays, will be at the Contractor's cost at rates established by the City.

4-1.6 TRADE NAMES OR EQUALS

Whenever any material, product, equipment, or service is specified by brand, trade, or proprietary name, the item so specified will be deemed to be followed by the words "or equal".

For the City's consideration of a proposed "equal" item, the Bidder must submit, a minimum of ten (10) calendar days before the date of the bid opening, documentation of the particulars of the proposed "equal item". At a minimum, the submitted documentation will include:

- Written request with explanation of why the product should be considered as an equal product.
- Material specifications.
- Technical specifications.
- Test data.
- Samples.
- Comparison chart of key specifications of the "equal" item against similar

- specifications of the specified item.
- Work locations and reference telephone numbers of at least three (3) locations where the proposed "equal" item has been recently installed under similar conditions.
- Warranty data.

The Bidder will be notified by the Engineer whether or not the proposed "equal" product is acceptable to the City five (5) calendar days before the date of the bid opening. Failure to submit all required documentation and/or submittal of incomplete documents may result in the City's rejection of the proposed "equal" product without further consideration.

5-2 PROTECTION

The following subsection is added to Subsection 5-2 of the Greenbook.

5-2.1 INCORRECT LOCATION OF UTILITIES

If the Contractor, while performing the Work, discovers utility facilities not identified correctly or not shown in the contract plans or specifications by the City, the Contractor will immediately notify the City and utility owner in writing.

5-4 RELOCATION

The following subsection is added to Subsection 5-4 of the Greenbook.

5-4.1 RESPONSIBILITY OF UTILITY REMOVAL OR RELOCATION

The City will be responsible to arrange for the removal, repair, or relocation of existing utilities located within the project limits if such utilities are not correctly identified in the contract plans or specifications by the City. The City will have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation.

5-5 DELAYS

The following paragraphs are added to Subsection 5-5 of the Greenbook.

Actual loss, as used in this Subsection, will be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment and idle time of workers will be determined by Subsection 5-5.1 and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work.

The following subsection is added to Subsection 5-5 of the Greenbook.

5-5.1 CALCULATING IDLE TIME

Equipment idle time will be calculated in accordance with Subsection 3-3.2.2 and based upon the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay.

Worker idle time will be calculated in accordance with Subsection 3-3.2.2.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Section 6-1, Construction Schedule and Commencement of Work, is deleted in its entirety and replaced by the following subsections.

Pre-Construction Meeting:

After contract award, the City will arrange for a pre-construction meeting to discuss the construction of the project. City will invite utility agencies and the contractor will arrange for all of its sub-contractors to attend the meeting.

6-1.1 CONTRACT SCHEDULE

After notification of award and before starting any work, the Contractor will submit a Contract Schedule to the Engineer for review, as required by these Specifications within fifteen (15) calendar days of award.

6-1.2 CONTENT OF CONTRACT SCHEDULE

The Contract Schedule, and any updated Contract Schedule, will meet the following requirements:

1. Schedules must be suitable for monitoring progress of the Work.
2. Schedules must provide necessary data about the time for the Engineer's decisions.
3. Schedules must be sufficiently detailed to demonstrate adequate planning for the Work.
4. Schedules must represent a practical plan to complete the Work within the Contract Time.
5. Schedules must show the critical path method for completing the Work.

The Engineer's review of the form and general content of the Contract Schedule and any updated Contract Schedules is only for the purpose of determining if the listed requirements are satisfied, nothing more.

6-1.3 EFFECT OF CONTRACT SCHEDULE

The Contract Schedule, and any updated Contract Schedules, will represent a practical plan to complete the Work within the Contract Time. Extension of any schedule

beyond the Contract Time will not be acceptable. Schedules showing the Work completed in less than the Contract may be acceptable if judged by the Engineer to be practical. Acceptance of such a schedule by the Engineer will not change the Contract Time. The Contract Time, not the Contract Schedule, will control in determining liquidated damages payable by the Contractor and in determining any delay.

If a schedule showing the Work completed in less than the Contract Time is accepted, the Contractor will not be entitled to extensions of the Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

The Contractor will plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work activities conform to the current accepted Contract Schedule. The Contractor will continuously obtain from Subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, will coordinate and integrate such information and data into updated Contract Schedules, and will monitor the progress of the Work and the delivery of equipment. The Contractor will act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors. The Contractor will cooperate with the Engineer in developing the Contract Schedule and updated Contract Schedules.

The Engineer's review and comments about any schedule or scheduling data will not relieve the Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Review and comments about any schedule will not transfer responsibility for any schedule to the Engineer or the City nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

The Engineer's failure to discover errors or omissions in schedules that have been reviewed, or to inform the Contractor that the Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule will not relieve the Contractor from its sole responsibility to perform and complete the Work within the Contract Time and will not be a cause for an adjustment of the Contract Time or the Contract Sum.

The Contractor will perform the Work in accordance with the currently accepted Contract Schedule.

6-1.4 COMMENCEMENT OF CONTRACT TIME

The Contract Time will commence when the City issues a Notice to Proceed. The Work will start on the date specified in the Notice to Proceed and within a maximum of fifteen (15) calendar days after the date of the Notice to Proceed, and be diligently prosecuted to completion with the time provided in the Specifications.

6-4 DEFAULT BY CONTRACTOR

The language in subsection 6-4 is deleted in its entirety and replaced with the following subsections.

6-4.1 GENERAL

Should the Contractor fail to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fail to maintain the Work schedule (as determined by the current accepted Contract Schedule) which will ensure the City's interest, or if the Contractor is not carrying out the intent of the Contract, the City may serve written notice upon the Contractor and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

6-4.2 TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK

The City may terminate the Contractor's control over the Work without liability for damages when, in the City's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City's consent. Should such termination occur, the Contractor will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity and quality of the Work completed at the time of termination, less damages caused to the City by the Contractor's action or inaction.

In the event of such termination of control, the City may do any one, or combination of, the following:

1. Serve written notice upon the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract. In such event the Surety will, within 5 days, assume control and perform the Work as successor to the Contractor;
2. The City may perform the Work itself and deduct the cost thereof from any payment due to the Contractor;
3. The City may replace the Contractor with a different contractor to complete the work and deduct the cost thereof from any payment due to the Contractor.

Nothing herein will waive, or serve as a limitation upon, any additional remedy the City may have under these Contract Documents or applicable law.

6-4.3 SURETY'S ASSUMPTION OF CONTROL

Should the Surety assume any part of the Work, it will take the Contractor's place in all respects for that part, and will be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default will be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after

receiving notice of cancellation, or fails to continue to comply, the City may exclude the Surety from the premises. The City may then take possession of all material and equipment and complete the Work by City's forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the Work will be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums due under the Contract are insufficient for completion, the Contractor or Surety will pay to the City within 5 days of completion, all costs in excess of the sums due.

The provisions of this subsection will be in addition to all other rights and remedies available to the City under applicable law.

6-6 DELAYS AND EXTENSIONS OF TIME

Subsection 6-6 is deleted in its entirety and replaced with the following subsections.

6-6.1 GENERAL

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays except as otherwise provided herein. Excusable delay may include: war, earthquakes exceeding 3.5 on the Richter Scale, government regulation, labor disputes outside the contemplation of the parties, strikes outside the contemplation of the parties, fires, floods, changes to the Work as identified herein, or other specific events that may be further described in the Specifications.

Delays to the project caused by labor disputes or strikes involving trades not directly related to the project, or involving trades not affecting the project as a whole will not warrant an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule.

Should delays be caused by events other than those included herein, the Engineer may, but is not required to, deem an extension of time to be in the City's best interests.

6-6.2 EXTENSIONS OF TIME

If granted, extensions of time will be based upon the effect of delays to the critical path of the Work as determined by the current accepted Contract Schedule. Delays to minor portions of the Work that do not affect the critical path will not be eligible for extensions of time.

6-6.3 PAYMENT FOR DELAYS TO CONTRACTOR

Any payment for compensable delay will be based upon actual costs as set forth in

Subsection 5-5 excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss, using different formulas including, without limitation, the Eichleay Formula.

6-6.4 WRITTEN NOTICE AND REPORT

If the Contractor desires payment for a delay or an extension of time, it will give the Engineer written notice of such request not later than the time limit set forth in the Proposal for submitting a claim after the event or occurrence giving rise to a delay claim. Failure to submit a written request within such amount of time will result in the Contractor waiving its delay claim.

Any claim for payment or an extension of time must be in the form required by the “Claims” sections of these Specifications.

In no event will the City grant the Contractor an extension of time if the delay is within the Contract Time as identified by the Contract Documents.

6-7.2 WORK DAYS AND WORKING HOURS

City Hall is open from Monday thru Thursday 7am -5pm. It is closed every Friday and the following holidays:

New Year’s Eve	-	Tuesday, December 31, 2019
New Year’s Day	-	Wednesday, January 1, 2020
Martin Luther King, Jr. Day	-	Monday, January 20, 2020
President’s Day	-	Monday, February 17, 2020
Memorial Day	-	Monday, May 25, 2020
Independence Day	-	Saturday, July 4, 2020
Labor Day	-	Monday, September 7, 2020
Thanksgiving	-	Thurs-Fri, November 26-27, 2020
Christmas Eve	-	Thursday, December 24, 2020
Christmas	-	Friday, December 25, 2020

Working on Fridays when City Hall is closed is acceptable. If the Contractor, however, requests an inspection a day when City Hall is closed, then the Contractor will have to reimburse the City for the costs of inspection. The Contractor must request such an inspection at least 48 hours in advance. City inspections during hours when City Hall is closed are subject to inspection overtime fees to be paid for by the Contractor. Friday work that does not require inspection can be done without an inspection fee and must be discussed with City staff before its occurrence. If the Contractor does construction on a Friday or a day when City Hall is closed, that day is counted as a project working day.

On workdays, Contractor’s activities will be confined to the hours between 7:00 a.m. and 4:00 p.m.

Please see Section 6-7.5 below for weekend and holiday work restrictions.

6-7.4 NIGHT WORK

The following paragraph is added to Section 6-7 of the Greenbook:

The City will not permit Work between the hours of 4 p.m. and 7 a.m. of the following day unless specifically provided for in the bid documents or unless the Contractor receives prior written approval.

6-7.5 WEEKEND AND HOLIDAY WORK

The Engineer may, but is not required to, allow the Contractor to work on Saturdays, Sundays and City Holidays.

6-8 COMPLETION AND ACCEPTANCE

Subsection 6-8 of the Greenbook is deleted in its entirety and replaced by the following:

The Work will be inspected by the Engineer for acceptance upon the Engineer receiving the Contractor's written assertion that the Work is complete.

If, in the Engineer's judgment, the Work is complete and is ready for acceptance, the Engineer will accept the Work on behalf of the City in the manner prescribed by the City. The Engineer will recommend approval of the Notice of Completion to the City Council. This will be the date when the Contractor is relieved from responsibility to protect the Work.

All work will be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of 1 year from the date the Work was completed. The Contractor will replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's sureties will be liable for the cost thereof.

6-8.1 GENERAL GUARANTY

The Contractor will remedy any defects in the work and pay for any damage to other work resulting therefrom, which will appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

6-9 LIQUIDATED DAMAGES

Subsection 6-9, Liquidated Damages, of the Greenbook is deleted in its entirety and replaced by the following subsections.

6-9.1 FAILURE TO COMPLETE WORK ON TIME

If all the work called for under the contract is not completed before or upon the expiration of the Contract Time, the City will sustain damage. Since it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City the sum specified in the Proposal for each and every calendar day beyond the time prescribed to complete the work not as a penalty, but as a predetermined liquidated damage. The Contractor agrees to pay such liquidated damages as are herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due to the Contractor under the contract.

Unless otherwise specified, liquidated damages will be \$250 per calendar day.

6-11 DISPUTES AND CLAIMS; PROCEDURE

6-11.1 GENERAL

Consistent with PCC § 10240.6, “Claim” means a written demand or assertion by the Contractor that seeks an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by the City, the Engineer, their agents or employees. “Claim” does not mean, and the Claims procedures herein do not apply, to the following:

1. Claims respecting penalties for forfeitures prescribed by statute or regulations, which a government agency is specifically authorized to administer, settle, or determine.
2. Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
3. Claims respecting a latent defect, breach of warranty, or guarantee to repair.
4. Claims respecting stop notices.

If a Claim is subject to the Change Order procedures, the Claim arises upon the issuance of a written final decision denying in whole or in part the Contractor’s Change Order Request. If a Claim is not subject to the Change Order Procedures, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim.

6-11.2 FORM

A Claim must include the following:

1. A statement that it is a Claim and a request for a decision.

2. A detailed description of the act, error, omission, unforeseen condition, event or other condition giving rise to the Claim.
3. If the Claim is subject to the Change Order procedures, a statement demonstrating that a Change Order Request was timely submitted and denied.
4. A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:
 - a) If the Claim involves extra work, a detailed cost breakdown claimed. The breakdown must be provided even if the costs claimed have not been incurred when the Claim is submitted.
 - b) To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and rental invoices) demonstrating that costs claimed have actually been incurred.
 - c) To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) calendar days of the date the cost reflected in the record is incurred. At the Engineer's request, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).
5. If the Claim involves an error or omission in the Contract Documents:
 - a) An affirmative representation that the error or omission was not discovered before submitting a bid for the Contract; and
 - b) A detailed statement demonstrating that the error or omission reasonably should not have been discovered by the Contractor, its Subcontractors and suppliers, before submitting a bid for the Contract.
6. If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension.
7. If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment.
8. A personal certification from the Contractor that reads as follows:

"I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR NAME), DECLARE UNDER PENALTY OF PERJURY UNDER CALIFORNIA LAW, AND DO PERSONALLY CERTIFY AND ATTEST THAT I HAVE THOROUGHLY

REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES CITY IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE § 72 AND CALIFORNIA GOVERNMENT CODE § 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMITTING OR CERTIFYING A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND OTHER SEVERE LEGAL CONSEQUENCES.”

6-11.3 CLAIMS SUBMITTED TO ENGINEER

Within thirty (30) calendar days after the circumstances giving rise to a Claim occur, the Contractor will submit its Claim to the Engineer for a decision. Regardless of any Claim submittal, or any dispute regarding a Claim, unless otherwise directed by the Engineer, the Contractor will not cause any delay, cessation, or termination of the Work, but will diligently proceed with the performing the Work in accordance with the Contract Documents. Except as otherwise provided, the City will continue to make payments in accordance with the Contract Documents.

6-11.4 CLAIM IS PREREQUISITE TO OTHER REMEDY

The Contractor certifies that it is familiar with PCC § 10240.2 and understands and agrees that submitting a Claim in accordance with these Specifications is an express condition precedent to the Contractor’s right to otherwise pursue a claim whether through alternative dispute resolution or by litigation. Should the Contractor fail to submit a claim in accordance with these Specifications, including the time limits set forth herein, it will waive any right to a remedy, whether in law or equity, it might otherwise have pursuant to the Contract Documents or applicable law.

6-11.5 DECISION ON CLAIMS

The Engineer will promptly review Claims submitted by the Contractor in accordance with these Specifications. Should the Engineer require additional supporting evidence to evaluate the claim, the Engineer will request such additional information in writing. Any such requested data will be furnished not later than ten (10) calendar days after the Contractor receives the Engineer’s request.

The Engineer will render a decision not later than thirty (30) days after either receiving the Claim or the deadline for furnishing additional supporting data, whichever is later. If the Claim amount is more than \$50,000, the time period will be extended to sixty (60) days. If the Engineer fails to render a decision within the time period established herein, then the Claim will be deemed denied. The Engineer’s decision will be final and binding unless appealed in accordance with these Specifications.

The Engineer’s decision on a Claim will include a statement substantially as follows:

“This is a decision pursuant to the General Specifications of your contract. If you are dissatisfied with the decision, and have complied with the procedural requirements for asserting claims, you may have the right to alternative dispute resolution or litigation. Should you fail to take appropriate action within thirty (30) calendar days of the date of this decision, the decision will become final and binding and not subject to further appeal.”

6-11.6 APPEAL OF ENGINEER’S DECISION

Should the Contractor dispute the Engineer’s decision, then the Contractor must appeal that decision to the City’s Public Works Director within thirty (30) calendar days of receiving the Engineer’s decision.

The Public Works Director will address disputes or claims within thirty (30) calendar days after receiving such request and all necessary supporting data. The Public Works Director’s decision on the dispute or claim will be the City’s final decision.

If the Contractor disputes the Public Works Director’s decision, then the Contractor must demand alternative dispute resolution in accordance with this Section and the PCC within thirty (30) calendar days of the City’s final decision.

6-11.7 MEDIATION

If the City and the Contractor agree, disputes between the parties may be submitted to non-binding mediation. If the parties cannot agree to an alternative form of mediation, then mediation will be administered by the American Arbitration Association (“AAA”) under its Construction Industry Mediation Rules, unless the use of such rules are waived by mutual stipulation of both parties.

The parties may, but are not required to be, represented by counsel in mediation.

The requirement for mediation will not alter or modify the time limitations otherwise provided for claims and no conduct or settlement negotiation during mediation will be considered a waiver of the City’s right to assert that claim procedures were not followed.

6-11.8 ARBITRATION

If the City and Contractor do not agree to mediation, then a disputes will be submitted to neutral non-binding (except as provided herein) arbitration. Arbitration will be conducted in accordance with PCC § 10240.3. Any decision rendered by an arbitrator will be consistent with PCC § 10240.8.

The exclusive venue for any arbitration will be in Los Angeles County.

The expenses and fees of the arbitrators and the administrative fees, if any, will be divided among the parties equally. Each party will pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

6-11.9 WHEN ARBITRATION DECISION BECOMES BINDING

The decision rendered by the arbitrator will become binding upon the parties unless appealed to the Los Angeles County Superior Court pursuant to PCC § 10240.12 within thirty (30) calendar days of the decision. If subsequent litigation results in an award to the party appealing the arbitration that is less than or equal to that of the arbitration decision, or if the litigation results in a decision in favor of the nonappealing party, then the party appealing the arbitration will pay the nonappealing party's attorney's fees and court costs.

6-11.10 APPEAL TO SUPERIOR COURT; WAIVER OF JURY TRIAL

Should a party timely object to the arbitration decision, it may file a petition with the Los Angeles County Superior Court in accordance with California Code of Civil Procedure ("CCP") §§ 1285, et seq. Notwithstanding the limitations set forth in CCP § 1286.2, the court may vacate, correct, or adjust an arbitration award, and enter judgment in accordance with CCP § 1287.4, for any legal or equitable basis including, without limitation, error of law. The court will apply the substantial evidence standard of review when considering the appeal of an objecting party.

BY EXECUTING THESE CONTRACT DOCUMENTS, THE CONTRACTOR AGREES TO HAVE DISPUTES OR CONTROVERSY CONCERNING THE CONSTRUCTION, INTERPRETATION, PERFORMANCE, OR BREACH OF THESE CONTRACT DOCUMENTS, INCLUDING CLAIMS FOR BREACH OF CONTRACT OR ISSUES OF BAD FAITH DECIDED IN ACCORDANCE WITH THIS SECTION 6-11. BOTH THE CITY AND THE CONTRACTOR WAIVE THEIR RIGHT TO A JURY TRIAL FOR THESE DISPUTES OR ISSUES.

6-11.11 AB 626 CLAIMS; PROCESS

Claims made by a Contractor for one or more of the following are subject to the claim resolution process set forth in Public Contract Code section 9204:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the city under a contract for a public works project.

(B) Payment by the city of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the city.

7-2 LABOR

The following subsections are added to Subsection 7-2 of the Greenbook.

7-2.3 PREVAILING WAGES

The Contractor will post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relations of the prevailing rate of per diem wages. It will be the Contractor's responsibility to obtain copies of the prevailing rate of per diem wages. One source that may be used is the California Department of Industrial Relations website which is currently located at www.dir.ca.gov, or by calling the Prevailing Wage Unit at (415) 703-4774.

Attention is directed to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by the Contractor or any subcontractor.

Labor Code § 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

- a) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the ninety (90) calendar days before the request for certificate, or
- b) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- d) When the Contractor provides evidence that the Contractor employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor will comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-2.4 RECORD OF WAGES PAID: INSPECTION

Every Contractor and subcontractor will keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with the Work. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by the City, the Contractor will provide copies of the records at its cost.

7-3 LIABILITY INSURANCE

Subsection 7-3, Liability Insurance, of the Greenbook is deleted in its entirety and replaced by the following subsections.

7-3.1 GENERAL

Contractor must procure and maintain for the duration of the contract the following insurance coverages and limits against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work covered by this agreement by the Contractor, its agents, representatives, employees or subcontractors:

COVERAGE PER OCCURRENCE	ISO FORM	COMBINED SINGLE LIMIT
Comprehensive General Liability	CL 00 02 01 85 or 88	\$2,000,000
Business Auto	CA 00 01 01 87	\$1,000,000
Workers' Compensation		Statutory

Contractor will provide endorsements or other proof of coverage for contractual liability.

Combined single limit per occurrence will include coverage for bodily injury, personal injury, and property damage for each accident.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the policy will be endorsed such that the general aggregate limit will apply separately to this contract and a copy of the endorsement provided to the City.

Liability policies will contain, or be endorsed to contain the following provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY:

The City, its officers, officials, employees, agents, and volunteers will be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage will contain no special limitations on the scope or protection afforded to the City, its officers, officials, employees, agents, or volunteers.

The Contractor's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers will be excess of the Contractor's insurance and will not contribute with it.

The insurer will agree in writing to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officers, officials, employees, agents and volunteers.

The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

WORKER'S COMPENSATION:

The insurer will agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

ALL COVERAGES:

Each insurance policy required by this subsection will be endorsed to state that coverage will not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to:

CITY CLERK
City of El Segundo
350 Main Street
El Segundo, CA 90245

Notwithstanding the foregoing, the endorsement may state that insurance may be cancelled upon ten (10) calendar day notification for non-payment of premium. The Contractor will provide the City with updated proof of insurance should the Contract Time extend beyond the policy expiration date.

All liability insurance will be on an occurrence basis. Insurance on a claims made basis will be rejected. Any deductibles or self-insured retentions will be declared to and approved by City. The insurer will provide an endorsement to City eliminating such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and volunteers.

Except for Workers Compensation Insurance, Contractor will furnish to City certificates of insurance and endorsements on forms acceptable to the City's City Attorney, duly authenticated, giving evidence of the insurance coverages required in this contract and other evidence of coverage or copies of policies as may be reasonably required by City from time to time. Endorsements must be supplied on ISO Form No.

CG 20 10 11 85, or equivalent. Certificate/endorsement for Workers Compensation Insurance will be furnished on State Comp Fund or other industry standard form. Except for worker's compensation insurance, all insurance required herein will be placed with insurers with a Best's Rating of not less than A:VII. Worker's compensation insurance policies will meet the requirements of California law.

All subcontractors employed on the work referred to in this contract will meet the insurance requirements set forth for Contractor. Contractor will furnish certificates of insurance and endorsements for each subcontractor at least five days before the subcontractor entering the job site, or Contractor will furnish City an endorsement including all subcontractors as insureds under its policies.

Except as provided in Subsection 6-10, the Contractor will save, keep and hold harmless the City, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be claimed because of damages to property, or personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor or any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work before its completion and acceptance, except as provided in Subsection 6-10.

The cost of such insurance will be included in the various items of work in the Contractor's bid and no additional compensation for purchasing insurance or additional coverage needed to meet these requirements will be allowed.

In the event that any required insurance is reduced in coverage, cancelled for any reason, voided or suspended, Contractor agrees that City may arrange for insurance coverage as specified, and Contractor further agrees that administrative and premium costs may be deducted from payments due to the Contractor. Contractor will not be allowed to work until alternate coverage is arranged.

Coverage will not extend to any indemnity coverage for the active negligence of the additional insured if the agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b).

7-3.2 INDEMNIFICATION AND DEFENSE

In addition to the provisions of Subsection 7-3 of the Greenbook as between the City and Contractor, Contractor will take and assume all responsibility for the work as stated herein or shown on the plans.

The Contractor will bear all losses and damages directly or indirectly resulting to it, to the City, its officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents, traffic control, job site maintenance, or any other causes whatsoever.

The Contractor will assume the defense of and indemnify and save harmless the City of El Segundo, its officers, employees, and agents, from and against any and all claims, losses, damage, expenses and liability of every kind, nature, and description, directly

or indirectly arising from the performance of the contract or work, regardless of responsibility for negligence, and from any and all claims, losses, damage, expenses, and liability, howsoever the same may be caused, resulting directly, or indirectly from the nature of the work covered by the contract, regardless of responsibility for negligence, to the fullest extent permitted by law. In accordance with Civil Code § 2782, nothing in this Subsection 7-3.2 or in Subsection 7-3 of the Standard Specifications will require defense or indemnification for death, bodily injury, injury to property, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the City, or its agents, servants or independent contractors who are directly responsible to the City, or for defects in design furnished by such persons. Moreover, nothing in this Subsection 7-3.2 or in Subsection 7-3 will apply to impose on the Contractor, or to relieve the City from, liability for active negligence of the City.

The City does not, and will not, waive any rights against the Contractor which it may have by reason of the aforesaid hold harmless agreements because of the acceptance by the City, or deposit with City by Contractor, of any insurance policies described in Subsection 7-3 of the Special Provisions. This hold harmless agreement by the Contractor will apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reasons of any of the aforesaid operations of Contractor, or any subcontractor, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

No act by the City, or its representatives in processing or accepting any plans, in releasing any bond, in inspecting or accepting any work, or of any other nature, will in any respect relieve the Contractor or anyone else from any legal responsibility, obligation or liability he might otherwise have.

7-5 PERMITS

The following paragraph will be added to Subsection 7-5 of Greenbook:

The Contractor will apply for permits required by the City. These permits will be issued on a “no-fee” basis. However, the Contractor must pay for and obtain all other permits from other governmental and utility agencies necessitated by their operations.

All bonding fees, (overweight and oversized vehicle permit fees) inspection permit fees or other fees charged or required for such permits must be paid by the Contractor. These costs will be included in the bid item provided. If no bid item is included, costs will be included in the various items of work, and no additional payment will be allowed.

7-8.1 CLEANUP AND DUST CONTROL

Subsection 7-8.1, Cleanup and Dust Control, of the Greenbook is deleted in its entirety and replaced by the following subsections.

7-8.1.1 GENERAL

On any construction project requiring trenching within public streets and for which total trenching is in excess of 500 feet, the Contractor will be required to sweep the worksite utilizing a pick-up type street sweeper a minimum of once daily.

7-8.1.2 WATERING

Water for dust control caused by Contractor's operations or the passage of traffic through the work will be applied as necessary or as directed by the Engineer. Water for the above or other purposes may be obtained from any approved source. If the Contractor chooses to use a City fire hydrant upon placing deposits and fees as described in this contract, the Engineer will cause a meter to be installed. All water used from the hydrant will be metered and charged to the Contractor at the prevailing rate plus the current daily meter rental rate. The Contractor will be charged a \$15 reconnect fee if the Contractor wishes to move the meter to a different hydrant. Costs of water to be used will be included in the cost of various bid items.

7-8.6 WATER POLLUTION CONTROL

The following requirements are added to establish storm water and urban runoff pollution prevention controls.

- (a) Storm or construction generated water containing sediment such as, construction waste, soil, slurry from concrete/asphalt concrete saw cutting operations, clean up of concrete transit mixers or other pollutants from construction sites and parking areas will be retained or controlled on site and will not be permitted to enter the storm drain system.
- (b) Temporary sediment filtering systems such as sandbags, silt fences, or gravel berms will be utilized to trap sediment so that only filtered water enters the City's storm drain system. Proper clean up and disposal of settled sediment and the filtering system will be the responsibility of the Contractor.
- (c) Discharge of concrete transit mixer wash water on to approved dirt areas (sub-grade area designated for new concrete construction for example) is acceptable. Discharge on to private property, parkway areas, or the street is not permitted.
- (d) Plastic or other impervious covering will be installed where appropriate to prevent erosion of an otherwise unprotected area, along with any other runoff control devices deemed appropriate by the City.
- (e) Excavated soil stored on the site will be covered in a manner that minimizes the amount of sediments running into the storm drain system, street or adjoining properties.
- (f) No washing of construction or other industrial vehicles and equipment will be allowed adjacent to a construction site. During the rainy season (October 15 to April 15), Contractor will keep at the construction site sufficient materials and

labor to install temporary sediment filtering systems and other water pollution prevention control measures. These control measures will be in place and maintained by the Contractor on a daily basis on days when construction is not in progress due to rain.

- (h) All costs associated with water pollution control will be borne by the Contractor. Any expense incurred by the City to expeditiously respond to storm drain contamination resulting from Contractor's failure to implement water pollution control measures will be charged to the Contractor.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The following requirements are added to Section 7-9:

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings will also be considered as existing improvements and the Contractor will replace such improvements.

Relocations, repairs, replacements, or re-establishments will be at least equal to the existing improvements and will match such improvements in finish and dimensions unless otherwise specified.

7-10 PUBLIC CONVENIENCE AND SAFETY

The following requirement is added to Section 7-10:

Unless otherwise specified all traffic control will be performed in accordance with the Work Area Traffic Control Handbook (WATCH) Latest Edition, published by Building News.

7-10.1 TRAFFIC AND ACCESS

The Contractor will notify the occupants of all affected properties at least 48 hours before any temporary obstruction of access. Vehicular access to property line will be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

At least one (1) twelve (12) foot wide traffic lane will be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The traffic lanes will be maintained on pavement, and will remain unobstructed. All work requiring that a lane be closed or a lane moved right or left will be noticed to the traveling public by use of City approved lighted arrow boards.

Clearances from traffic lanes will be five (5) feet to the edge of any excavation and two (2) feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One four (4) foot wide paved pedestrian walkway will be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any

traffic lane will be five (5) feet. Pedestrians and vehicles will be protected from all excavations, material storage, and/or obstructions by the placement of an adequate number of lighted barricades (minimum two (2)) at each location, one (1) at each end of the obstruction or excavation), which will have flashing lights during darkness. Barricades will be Type I or Type II per Section 7-3 of the WATCH Manual and lights will be Type A per Section 7-6 of the “Work Area Traffic Control Handbook” (WATCH).

7-10.2 STREET CLOSURES, DETOURS, BARRICADES

Street closures will not be allowed except as specifically permitted by the Engineer.

The Contractor will prepare any traffic control or detour plans that may be required as directed by the Engineer. Lane transitions will not be sharper than a taper of thirty (30) to one (1).

Temporary traffic channelization will be accomplished with barricades or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor will prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finish pavement surfaces, which are to remain.

Where access to driveway or street crossings need to be maintained, minimum 1 1/4 inch thick steel plating will be used to bridge the trench. All steel plating will have temporary asphalt concrete 1:12 minimum sloped ramps to assist vehicles to cross comfortably over the plates and have a non-skid surface. Plates subject to vehicle high traffic speeds and in residential areas will be secured by welding at the discretion of the Engineer.

7-10.5 PROTECTION OF THE PUBLIC

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor will use foresight and will take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the Project which will require that immediate and unusual provisions be made to protect the public from danger or loss of life, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor’s operations and when, in the opinion of the Engineer, immediate action will be considered necessary in order to protect the public or property due to the Contractor’s operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation immediately, the Engineer may provide suitable protection to said interests by causing

such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, will be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. Such remedial measures by the City will not relieve the Contractor from full responsibility for public safety.

7-15 HAZARDOUS MATERIAL

The following Subsection will be added to Section 7 of the Greenbook:

For any excavation, which extends more than four feet below existing grade, the Contractor will promptly, and before the conditions are disturbed, notify the Engineer, in writing, of 1) any material that the Contractor believes may be hazardous waste, as defined in Health and Safety Code § 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, 2) subsurface or latent physical conditions at the site differing from those indicated, or 3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

After receiving notice from the Contractor, the Engineer will promptly investigate any condition identified by the Contractor as being hazardous. The rights and obligations of the City and the Contractor with regard to such conditions (including, without limitation, the procedures for procuring change orders and filing claims) will be specified by the provisions of Subsection 3-4 (Changed Conditions) of the Greenbook.

If a dispute arises between the City and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a change in the Contractor's cost or time required for performance of the work, the Contractor will not be excused from any scheduled completion date provided for by the contract, but will proceed with all work to be performed under the contract. The Contractor will retain all rights provided by Subsection 3-5, Disputed Work, of the Greenbook.

If the Engineer determines that material called to the Engineer's attention by the Contractor is hazardous waste, or if the Engineer otherwise discovers the existence of hazardous waste, the Contractor will be responsible for removal and disposal of the hazardous waste by qualified personnel and appropriate equipment in the manner required by law as directed by the Engineer, subject to the provisions of Section 3 (Changes in Work) of the Greenbook.

9-2 LUMP SUM WORK

Subsection 9-2, Lump Sum Work, of the Greenbook is deleted in its entirety and replaced by the following:

Items for which quantities are indicated as "Lump Sum," "L.S.," or "Job" will be paid

for at the price indicated in the Proposal. Such payment will be full compensation for all costs for labor, equipment, materials and plant necessary to furnish, construct and install the lump sum item of work, complete, in place, and for all necessary appurtenant work, including, but not limited to, all necessary cutting, patching, repair and modification of existing facilities, and clean up of site.

Contractor will furnish three copies of a detailed schedule, which breaks down the lump sum work into its component parts and cost for each part, in a form and sufficiently detailed as to satisfy Engineer that it correctly represents a reasonable apportionment of the lump sum. This schedule is subject to approval by Engineer as to both the components into which the lump sum item is broken down, and the proportion of cost attributable to each component.

This schedule will be the basis for progress payments for the lump sum work.

9-3.2 PARTIAL AND FINAL PAYMENTS

The text of Subsection 9-3.2 of the Standard Specifications is deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last working day of each month. The Contractor will prepare the partial payment invoice with measurement of the work performed through the closure date and submit it to the CITY for approval.

When work is complete, the Contractor will determine the final quantities of the work performed and prepare the final progress payment, and submit it to the Engineer for approval.

It will take a minimum of thirty-five (35) calendar days from the date of approving the Contractor's invoice to make the payment to the Contractor. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents, or legal release of filed Stop Payment Notices against the Contractor. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full five percent (5%) retention will be deducted from all progress payments. The Contractor will make a payment request for the retained amount, for approval by the City, upon field acceptance of the work by the City Engineer. The City Engineer upon field acceptance and receipt of the final as-built plans and any other reports or documents required to be provided by the Contractor will process a recommendation to the City Council for acceptance of the work. Not less than thirty-five (35) calendar days from the City Council acceptance of the work, the Contractor's final payment will be made provided Stop Payment Notices or other claims have not been filed against the Contractor and/or the City by material suppliers, sub-contractors, other governmental agencies, and private property owners. Until these Stop Payment Notices are released and claims are resolved the stop payment/claim amount will be withheld from the final payment.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety or equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer, or a State or Federally chartered bank, as the escrow agent, who will pay such surety to the Contractor upon satisfactory completion of the contract.

Pursuant to PCC § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, that any such election will be at the Contractor's own expense and will include costs incurred by the City to accommodate the Contractor's request.

Progress payment paid by the City as contemplated herein, will be contingent upon the Contractor submitting, in addition to any additional documents, an updated Contract Schedule in the form prescribed by these Contract Documents. Failure of the Contractor to submit an acceptable updated Contract Schedule will result in the City withholding partial payment, without liability to the City, until such an acceptable updated Contract Schedule is submitted. Nothing herein will allow the Contractor to suspend or slow progress of the Work.

A City Council resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and City's ability to draw from this fund, are conditions precedent to City's obligation to make payments to Contractor.

9-3.3 DELIVERED MATERIALS

Materials and equipment delivered or stored, but not incorporated into the work, will not be approved for progress payments.

100-1 TERMINATION OF AGENCY LIABILITY

Before receiving final payment, the Contractor will execute a "Release on Contract" form which will operate as, and will be a release to the City, the City Council, and each member of the City Council and their agencies, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in Subsections 9-3 of the Standard Specifications and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims.

- END OF SECTION -

SECTION III – SPECIAL PROVISIONS

1-0. GENERAL SCOPE, TIME FOR COMPLETION, AND LOCATION OF WORK

1-1. General Scope of Work:

The work to be done consists of furnishing all labor, materials, tools, equipment, BMP implementation and incidentals for removal and installation of fiber optic vault lids at various locations throughout the City of El Segundo (as shown on plans).

1-2. Prevailing Wage and Department of Industrial Relations (DIR) SB 854 Requirements:

This project is subject to prevailing wage requirements.

1. No contractor or subcontractor may be listed on a proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the DIR.

1-3. Location of the Work:

The project will occur within public right-of-way at various locations throughout the City:

1. City Hall – Pool Vehicle Parking Lot
2. Main Street, south of Holly Avenue
3. Grand Avenue, east of Arena Street (in front of the Teen Center)
4. Illinois Street, in front of the City Yard
5. Sierra Street, north of El Segundo Blvd
6. Intersection of El Segundo Blvd and Illinois Street
7. Lomita Street, south of Holly Avenue

1-4. Working Days and Time for Completion:

1. Contractor will commence work on date specified in the Notice to Proceed to be issued to the Contractor by City of El Segundo Public Works Department and shall complete work within thirty (30) working days after the date of commencement.

2-0. NOTIFICATIONS

The CONTRACTOR will notify all agencies listed here a minimum of forty-eight (48) hours before start of operation. The following list of names and telephone numbers are intended for the convenience of the CONTRACTOR and the City does not guarantee either the completeness or correctness of this list.

<u>OPERATION</u>	<u>OFFICE</u>	<u>TELEPHONE</u>
1. Start of work, shutdown of work, or resumption of work after shutdown	Arianne Bola, Public Works Project Manager	310-524-2364
	Lifan Xu, City Engineer	310-524-2368
	Ron Fajardo, General Services Manager	310-524-2715
	Ken Berkman, Director of Public Works	310-524-2356
2. Closing of streets	El Segundo Police Department**	310-524-2200
	El Segundo Fire Department**	310-524-2236

** The **CONTRACTOR** will notify the Engineering Division before notifying these offices.

The following information is provided for **CONTRACTOR'S** use to notify agencies if their facilities are affected by **CONTRACTOR'S** work:

- | | |
|--|----------------------------|
| 1. Underground Service Alert (all excavation in public right-of-way) | 800-227-2600 |
| 2. City of El Segundo – Water Division | 310-524-2742 |
| 3. City of El Segundo - Wastewater Division | 310-524-2754 |
| 4. City of El Segundo - Recreation and Parks | 310-524-2707 |
| 5. Southern California Gas Company | 310-671-9002 |
| 6. Southern California Edison Company (SCE) | 310-417-3366 |
| 7. AT&T | 310-515-4430 |
| 8. Time Warner Communication (Cable) | 310-768-0400 Extension 414 |
| 9. Los Angeles County Sanitation District | 310-699-7411 |
| 10. El Segundo Unified School District | 310-615-2650 |

2-1. PUBLIC / RESIDENT NOTIFICATION

Due to the nature of this project involving some inconvenience to residents, businesses, and the public, a good public relations program is mandatory and evidence of satisfactory past performance in this area will be required.

The City will require the **CONTRACTOR** to distribute two (2) “Public Notice’s” to each business and resident affected by the construction. Notices must be approved by the City prior to distribution. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least forty-eight (48) hours prior to the start of work. Said notice shall be attached to a red information hanger provided by the **CONTRACTOR** and hung on the front door knob of every resident/ business on the project streets.

3-0. MOBILIZATION

Mobilization shall conform to the provisions of Section 9-3.4 of the Standard Specifications. The scope of work under mobilization includes but is not limited to:

1. Obtaining all required permits.
2. Completing and submitting required documents in a timely manner.
3. Moving on to the site of all Contractor's equipment required for operations.
4. Arranging for and erection of Contractor's work and storage yard.
5. Posting all OSHA required notices.
6. Submittal of Construction Schedule, Contractor Contact List, and Notices to City staff for City approval.
7. Notification of City staff and residents/pedestrians, including temporary warning and safety signage leading to areas where construction is occurring or where materials are being staged. Notification shall take place at least 72 hours before construction as well as during construction.
8. Re-notification of all affected parties for all construction schedule changes.
9. Protection of utility facilities and other public property in place during any construction activities. This includes protection of planter boxes and vegetation.
10. Traffic control as required per W.A.T.C.H. manual.
11. Coordination with City staff and any applicable utility agencies to avoid conflicts during project activities.
12. Providing Best Management Practices (BMPs) necessary to comply with NPDES requirements.
13. Bringing unforeseen field conditions to City staff's attention in a timely manner.
14. Restoration of private and public property to existing standard conditions upon demobilization.
15. Removal and disposal of any existing unused materials from the project sites.
16. Demobilization.

- 3-1. Demobilization shall include all activities for the Contractor to remove all equipment, on-site sanitary facilities, etc. from the project areas after construction is complete. Demobilization shall also include general cleanup activities and specific punch list items and cleanup activities determined by the City staff or their representative, to repair or replace any private or public facilities damaged by the construction and return public right-of-way to the same or better condition as that existing prior to construction.

4-0. WORK SCHEDULE

Contractor shall be responsible for providing a workable construction schedule that incorporates the following conditions:

1. The schedule for the work is subject to the approval of the Public Works Department.

2. All work shall take place Monday through Friday between the hours of 7:00 am and 4:00 pm unless previously approved by the Public Works Director, City Engineer, or Project Engineer for any other day of the week.
3. The Contractor shall coordinate all inspections and final sign-offs for permits and the project with Public Works Department and Building Safety staff.

5-0. STANDARDS

Section 0-1 on page II-B-1 of these specifications is supplemented by the following additional requirements:

All work shall be in conformance with the 2018 Standards Specifications for Public Works Construction (SSPWC) unless otherwise shown on the plans, technical specifications, or as specified herein. Submittal of a bid will be evidence that the Contractor is familiar and knowledgeable about these specifications.

Strict compliance with State and Local safety codes will be enforced.

6-0. EXAMINATION OF JOB SITE AND MEASUREMENT VERIFICATION

The BIDDER shall make a detailed physical inspection of the project site before submitting the proposal. It is understood that the BIDDER has thoroughly examined the specifications, sites and conditions under which work will be performed before submitting a proposal and has satisfied himself regarding existing conditions and existing access conditions which may affect bid prices for the proposed work.

Measurement Verification: Contractor shall verify all field measurements and determine quantities prior to ordering materials. Contractor shall procure all material and confirm all parts are onsite prior to beginning installation.

7-0. INSPECTION

Section 4-1.3 on page II-B-9 of these Specifications is supplemented by the following additional requirements:

1. On all questions relating to quantities, the acceptability of material, or work, the execution, progress or sequence of work, and the interpretation of specifications or plans, the decision of the Engineer is final and binding, and shall be precedent to any payment under the contract.
2. All work and materials are subject to inspection and approval of the Engineer.
3. Legible copies of material/weight certification shall be turned over to the inspector on a daily basis.
4. Inspection of the work shall not relieve the Contractor of the obligations to fulfill all conditions of the contract.

8-0. WORK AREA SAFETY

All work shall conform to all applicable State, local, regional and Federal codes, ordinances, and regulations as prescribed by the City.

1. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health of the Industrial Relations Department (CAL-OSHA).
2. The CONTRACTOR shall place and maintain signs, cones, barricades, security fences, and other safety devices as needed for the safety of and the general public, City personnel, and the Contractor.

9-0. TRAFFIC CONTROL, PUBLIC SAFETY AND CONVENIENCE

1. Traffic control, construction signing and traffic maintenance shall comply with the provisions of Sub-section 7-10 of the SSPWC "Greenbook" Standard Specifications and the current requirements set forth in the California Manual on Uniform Traffic Control Devices published by the Department of Transportation, State of California, the **CONTRACTOR'S** Traffic Control Plans and these Special Provisions.

2. PUBLIC CONVENIENCE

At the pre-construction meeting, the **CONTRACTOR** shall submit a construction schedule to the City for approval. Based on the construction schedule, the **CONTRACTOR** will notify residents and businesses of the proposed work (as discussed in Section 1.0.17 above) and post temporary "NO PARKING" signs at no cost to the City. Signs shall be posted at all intersections a maximum of 200 feet between signs. Signs may be attached to existing poles or street light standards.

When necessary, the **CONTRACTOR** shall furnish the posts. Signs shall be posted at least seventy-two (72) hours prior to any construction in the area. Signs shall show specific dates and time of parking restrictions. (See Appendix for City of El Segundo Standard Drawing No. ST-18 "Typical Temporary No Parking Sign".)

The dates and times on the signs shall be site specific and shall cover the minimum time required for "NO PARKING" to facilitate construction. Generic long term "NO PARKING" time designations are not acceptable. Parking shall not be restricted during any period when construction activity is not scheduled at the particular site.

On streets where parking is being temporarily prohibited on one side due to construction and where the other side of the street has permanent "NO PARKING ANYTIME" signs, the **CONTRACTOR** shall contact the City Police Department and Public Works Department Street Division and obtain approval to bag these "NO PARKING ANYTIME" signs until construction has been completed for the

subject block.

ONCE A SECTION OF STREET HAS BEEN POSTED, FAILURE OF THE CONTRACTOR TO MEET AND COMPLETE THE APPROVED DAILY SCHEDULE DUE TO CONDITIONS UNDER THE CONTRACTORS CONTROL, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE AGENCY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE. FOR FAILURE TO MEET AND COMPLETE THE SCHEDULE AFTER POSTING, THE CONTRACTOR SHALL PAY TO THE CITY, OR HAVE WITHELD FROM MONIES DUE, THE SUM OF \$200 AS LIQUIDATED DAMAGES FOR EACH DAY OF ADDITIONAL POSTING REQUIRED TO COMPLETE THE PROPOSED WORK. REPOSTING AND NOTIFICATION WILL BE REQUIRED FOR EACH MISSED DAY. SAID POSTING AND NOTIFICATION WILL BE AT THE CONTRACTOR'S EXPENSE.

The **CONTRACTOR** shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Sub-section 7-10 of the General Provisions. Should the **CONTRACTOR** appear to be neglectful or negligent in furnishing warning and protective devices, the City Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the **CONTRACTOR** at his/her expense.

Should the City point out the inadequacy of warning and protective measures, such action on the part of the City Engineer shall not relieve the **CONTRACTOR** from responsibility for public safety or abrogate his/her obligation to furnish and pay for these devices. If said devices will be placed or caused to be placed by the City Engineer, the cost of placing such devices shall be the sole responsibility of the **CONTRACTOR** and shall be paid for the rate of \$50/hour for labor and vehicle use, \$20/day per barricade and any other costs incurred by the City relative to traffic control. Said costs shall be deducted from the total contract price for the work.

3. CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the California Manual on Uniform Traffic Control Devices. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road.

4. TRAFFIC MAINTENANCE

The **CONTRACTOR** shall be responsible for handling vehicular and pedestrian traffic in accordance with Sub-section 7-10 of the SSPWC "Greenbook" Standard Specifications of these Special Provisions.

The **CONTRACTOR** shall prepare all necessary traffic control plans prior to commencement of any work and submit to the City for approval at the pre-construction meeting.

The **CONTRACTOR** shall cooperate with the Engineer relative to handling traffic through all work areas

When two-way traffic is restricted to one (1) lane, traffic shall be controlled as required by California Manual on Uniform Traffic Control Devices. A pilot car and driver will be required at various locations if control by flaggers proves deficient in the opinion of the Engineer.

In no case shall the CONTRACTOR provide less than one (1) lane of travel through the construction zone on all of the subject streets.

CONTRACTOR'S equipment and personal vehicles of the **CONTRACTOR'S** employees shall not be parked on the traveled way at any time. Parking of construction equipment shall be confined to the approved storage site.

The **CONTRACTOR** shall conduct all operations so as to provide reasonable access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

For each establishment, i.e. parking lots, business establishments and apartment buildings, the **CONTRACTOR** shall provide vehicular access to at least one (1) driveway.

10-0. **COOPERATION WITH CONCURRENT CONSTRUCTION AND OPERATIONS:**

The Contractor shall cooperate with other contractors and the City's personnel performing work in the vicinity, shall conduct its operations in a manner to prevent unnecessary delay or hindrance to their work, and shall coordinate its work with theirs to permit proper and timely completion of all projects in the area.

11-0. **COORDINATION WITH AFFECTED BUSINESSES AND RESIDENTS**

The Contractor shall respond to any complaints received from a property owner (business or resident) and contact the complainant within one (1) working day. The complaint shall be resolved within two (2) working days from the date on which it was received.

The Contractor shall adjust its schedule in order to allow affected Businesses to operate as regularly scheduled.

12-0. USE OF PRIVATE PROPERTY AND PROTECTION OF EXISTING IMPROVEMENTS

The use of any private property or utilities on private property by the Contractor is prohibited.

1. Existing public and/or private improvements, adjacent property, utility and other facilities, trees, fences, sprinkler systems, plants, City benchmarks and centerline ties that are not to be removed, shall be protected from injury or damage as provided for in Sub-section of Part 1 of SSPWC "Greenbook" Standard Specifications.
2. Any damage to the facilities, public, or private property that takes place as a result of the contractor's work shall be repair or replaced to the City's satisfaction by the contractor at no cost to the City.

13-0. STORAGE OF MATERIALS AND EQUIPMENT

1. No material or equipment shall be stored in public right-of-way without prior approval from the Public Works Department.
2. The Contractor shall be responsible for obtaining a site for storage of material and equipment. The site shall not be within or adjoining the residential areas of the City. Site shall be subject to approval by the City.
3. The sites for stockpiling and batching materials shall be clean and free from objectionable material.
4. The City does not guarantee any designated property within the City for storage of materials.
5. If the Contractor finds a private property for storage of his materials, the Contractor shall furnish the City a letter of approval and a letter of release (at the end of the job and cleanup of the storage site) from the property owner for this purpose.

14-0. TIE-OUT & RE-ESTABLISH SURVEY MONUMENTS AND BENCHMARKS

1. In accordance with Section 8771 of the Business and Professional Code, the Contractor will be required to hire a licensed land surveyor to tie out monumentation affected by the project prior to commencement of construction and require the land surveyor to file corner records with the City Engineer; and re-establish any such monuments or benchmarks damaged or destroyed during construction and file corner records with the City of El Segundo Public Works Department after replacement.
2. The City shall determine which monuments found and listed in the Contractor's Surveyor's letter are to be tied out and re-established.

15-0. DISPOSAL OF REMOVALS

There are no authorized dump facilities within the City of El Segundo. All removed material shall become the property of the Contractor and shall be legally disposed of by Contractor at the end of each work day away from the site of work.

16-0. WASHING OF CONCRETE TRANSIT MIXERS

Concrete transit mixers shall not be washed out on alleys, streets, or parking lots. Also, refer to Section 7-8.6 Water Pollution Control (II-B-28 and 29) for additional requirements.

17-0. BUILDING SAFETY AND PUBLIC WORKS ENCROACHMENT PERMITS

The Contractor will be required to apply and obtain applicable “no-fee” permits from the Public Works and the Building Safety Departments. The Contractor’s work shall adhere to the City standards and applicable codes including the California Building Code, Plumbing Code, Electrical Code, and Mechanical Code. The Contractor shall call the Inspector at least 24 hours in advance for inspections.

All noted deficiencies on permits shall be corrected by contractor. The project will not be accepted as complete until contractor obtains a final sign-off for all permits.

17-0. STORM DRAIN PROTECTION

Best Management Practices (BMP's) shall be followed at all times during the project to protect the storm drain system.

18-0. ACCESS TO DRIVEWAYS

Access to driveways shall be maintained at all times for residents and businesses during non-working hours of 4:00 p.m. through 7:00 a.m. weekdays and 24-hours a day on weekends and holidays.

19-0. TREE ROOTS

At locations where tree roots are encountered, the contractor shall cut out the tree roots to the full cross section of the new work a minimum of two (2) feet below finished grade under the supervision of the Recreation and Parks Department. Cost of this work shall be included in the other items of work.

20-0. CURB DRAIN OUTLETS

The CONTRACTOR shall reconstruct all curb drainage outlets that fall within the limits of his/her work. Cost of this work shall be included in the other items of work.

21-0. OTHER METER BOXES; PULL BOXES

The CONTRACTOR shall make adjustments to all other meter boxes and electrical pull boxes (within the work limits) to match new grade. Cost of this work shall be included in the other items of work.

22-0. COMPLETION

Upon completion of work at each site, the Contractor shall conduct careful inspection with the City Inspector and shall correct all defective work to the satisfaction of the Owner.

The Contractor shall coordinate all inspections and final sign-offs for Encroachment Permits and Building Permits with City staff.

All scrap, litter and debris resulting from operations specified herein, shall be removed and the premises left in a clean and satisfactory condition.

23-0. WARRANTY

The Contractor and/or manufacturer shall warrant all work performed under this Contract for a minimum of two (2) years from the date of Owner's acceptance of completed job. Any defects in materials or workmanship appearing during this period shall be corrected without cost to the City.

- END OF SECTION -

SECTION IV – MEASUREMENT AND PAYMENT

1-0. BASE BID ITEMS

1-1. Mobilization (Base Bid Item No. 1)

Measurement for payment of this item shall be billed on a percentage completed basis and shall include full compensation for all labor, equipment, tools, materials, and incidentals needed for all work as described in the Special Provisions Section of these Specifications.

1-2. Traffic Control, Public Safety, and Convenience (Base Bid Item No. 2)

Measurement for payment of this item shall be billed on a lump sum basis at the unit price for the item. The unit price shall cover all work as described in the Special Provisions Section of these Specifications, including preparation of Traffic Control Plans, signed and sealed by a Professional Traffic Engineer in the State of California.

1-3. Relocate and Protect Fiber Optic Patch Panel in Fiber Optic Vault #72 (Base Bid Item No. 3)

Measurement for payment of this item shall be billed on a units-completed basis at the unit price for the item. The work shall include the removal and disposal of the existing vault lids and adjacent pavement and base; saw cut, removal, and disposal of portions of the existing vault walls; cut and disposal of interfering portions of existing metal wall brackets; furnishing and installing new vault lid; and replacement of asphalt concrete on aggregate base around the new vault lid as indicated in the bid and shall cover all work as described in the Special Provisions Section of these Specifications and the Plans.

1-4. Remove Existing Fiber Optic Vault Lid and Adjacent Paving and Install New Vault Lid and Patch Asphalt Concrete on Aggregate Base Complete (Base Bid Item No. 4)

Measurement for payment of this item shall be billed on a units-completed basis at the unit price for the item. The work shall include the removal and disposal of the existing vault lids and adjacent pavement and base; saw cut, removal, and disposal of portions of the existing vault walls; cut and disposal of interfering portions of existing metal wall brackets; furnishing and installing new vault lid; and replacement of asphalt concrete on aggregate base around the new vault lid and shall cover all work as described in the Special Provisions Section of these Specifications and the Plans.

1-5. Miscellaneous Improvements as determined by the Engineer as necessary (Base Bid Item No. 5)

Placeholder only. Miscellaneous improvements as determined by the Engineer as necessary. Actual payment to be agreed upon by both the Engineer and the Contractor at time of construction.

2-0. PROGRESS PAYMENTS AND RETENTION

Lump sum items shall be billed on a percentage completed basis. Unit-based items shall be billed on a units-completed basis. The City reserves the right to request a schedule of values to be submitted by the contractor for any or all bid items in order to determine payment for work completed.

Five percent (5%) shall be deducted from each progress payment and retained by City until punch lists are complete, the Notice of Completion has been recorded by the County, and all permits are signed off by the appropriate City representative. The remainder less the amount of all previous payments will be paid to the Contractor.

Payment of all, or any part, of an estimate in writing may be withheld on account of any of the following: Defective work not remedied; Third-party claims against Contractor or City arising from the acts or omissions of Contractor or subcontractors; Stop Notices; Failure of Contractor to make timely payments due to subcontractors for material or labor; Damage to the City or others for which Contractor is responsible; Failure of Contractor to submit schedules or their updates as required by the Contract Documents; Liquidated damages assessed; Any other failure of Contractor to perform its obligations under the Contract Documents.

SECTION V – TECHNICAL SPECIFICATIONS

SECTION 33 05 63

CONCRETE VAULTS & VAULT LIDS

PART 1 – GENERAL

1.1 Summary

- A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the Fiber Optic Vault Lid Replacement Project for the City of El Segundo, all in accordance with the Contract Documents and Plans.

1.2 Project Identification

- A. The project name is “Fiber Optic Vault Lid Replacement Project”.
- B. The project is at various locations within the City of El Segundo, CA 90245:
 - 1. City Hall – Pool Vehicle Parking Lot
 - 2. Main Street, south of Holly Avenue
 - 3. Grand Avenue, east of Arena Street (in front of the Teen Center)
 - 4. Illinois Street, in front of the City Yard
 - 5. Sierra Street, north of El Segundo Blvd
 - 6. Intersection of El Segundo Blvd and Illinois Street
 - 7. Lomita Street, south of Holly Avenue
- C. Refer to Section III, Special Provisions, of the Contract for requirements related to work schedule, mobilization, standards, and other general requirements.

1.3 Submittals

- A. Product Data – Submit manufacturer’s product data and installation instructions on each vault type.
- B. Shop Drawings – Provide shop drawings for all items and construction details not shown on product data.
- C. As-built record drawing
- D. Warranty as specified.

1.4 Quality Assurance

- A. All work and materials shall be in full accordance with applicable requirements of public authorities having jurisdiction and utilities furnishing services. Nothing in the plans or specifications shall be construed as

permitting work that is not in conformance with any and all applicable codes or regulations. Codes governing this work include but are not limited to the latest approved edition of the following:

- B. SSPWC “Greenbook”, 2018 version
 - C. The Contractor shall furnish all materials and labor required for compliance with codes and regulations, even though not specifically mentioned or shown.
 - D. Should any changes be necessary in the Drawings or Specifications to make the work comply with these requirements, the Contractor shall notify the Engineer for review and direction before proceeding with the work.
 - E. Permits and Certificates
 - F. Manufacturer's Certificate
- 1.5 Plans & Standard Plans
- A. The following plans and standard plans are provided for use by the Contractor:
PW 19-08 – Fiber Optic Vault Lid Replacement Drawings, (3 sheets)

PART 2 – MATERIALS

2.1 Fiber Optic Vault Lids

- A. New Fiber Optic Vault Lids shall be designed in accordance with AASHTO H-20-44 loading and shall consist of a concrete rectangular riser (vault neck) and a concrete top slab with a cast iron manhole cover.
- B. The Contractor shall verify all dimensions before fabricating the new vault lids.
- C. New Fiber Optic Vault Lids shall be Jensen Precast Part No. 200013600, or approved equal.

2.2 Aggregate Base

- A. Aggregate base shall be Crushed Aggregate Base per subsection 202-2.2 of the SSPWC “Greenbook” Standard Specifications.

2.3 Asphalt Concrete Pavement

- A. Asphalt concrete base course shall be Class C2-PG 64-10 and asphalt concrete surface course (minimum 1 1/2" thick) shall be Class D2-PG 64-10 per subsection 203-6 of the SSPWC “Greenbook” Standard Specifications.

2.4 Cement Mortar for Leveling

- A. Cement mortar used for leveling new vault risers (vault necks) shall be Class D Cement Mortar per subsection 201-5 of the SSPWC “Greenbook” Standard Specifications.

PART 3 – CONSTRUCTION METHODS

3.1 Removal of Existing Fiber Optic Vault Lids, Portion of Vault Walls, and Asphalt Concrete Pavement and Base

- A. The Contractor shall completely remove and dispose of the existing metal vault lids and concrete frames complete.
- B. The Contractor shall sawcut, remove, and dispose of approximately the top 13 inches of the existing concrete vault walls to facilitate the installation of the new vault lids.
- C. The Contractor shall sawcut, remove, and dispose of the existing asphalt concrete pavement along the edges of the removed vault walls to a horizontal distance of at least 24 inches from the outer edges of the new vault risers (vault necks).
- D. The Contractor shall cut and remove conflicting portions of the existing metal wall brackets inside the existing vaults to allow the installation of the new vault risers (vault necks).
- E. The Contractor shall coordinate with the appropriate City departments for the relocation and protection of existing fiber optic patch panels in existing vaults to ensure no interruption in fiber optic communications. The Contractor shall employ, or hire a subcontractor, that is qualified and licensed to work on fiber optic systems.

3.2 Installation of New Fiber Optic Vault Lids

- A. The Contractor shall install the vault lids per the manufacture’s recommendations.
- B. Cement mortar shall be used to level the top of the existing walls at the removal line to adjust the new vault lid riser (vault neck) to grade. Cement mortar thickness shall be a minimum of 1 inch thick and shall not exceed 3 inches in thickness.
- C. The top of new vault lids shall be set approximately flush with existing adjacent grades with a maximum slope of 2 percent draining away from the top of the new concrete vault lid riser (vault neck) to the existing pavement or concrete.

3.3 Asphalt Concrete on Aggregate Base Patch around New Fiber Optic Vault Lids

- A. After the new vault lids are installed and adjusted to final grade, the Contractor shall sawcut and remove a 2-foot wide strip of the existing asphalt concrete pavement on all side of the new vault lids.
- B. The Contractor shall excavate and/or fill the strip around the new vault hatches to a depth of 14 inches below final grade.
- C. The existing subgrade, or base material, shall be moisture conditioned and compacted to 95 percent relative compaction.
- D. The Contractor shall place and compact 8 inches of aggregate base compacted to 95 percent relative compaction and then 6 inches of asphalt concrete pavement around the new vault hatches in 2 lifts per subsection 302-5 of the SSPWC “Greenbook” Standard Specifications. New asphalt concrete pavement shall be flush with adjacent pavement, the top of the new vault lid riser (vault neck), and any other existing concrete improvements.

3.4 Bracing and Shoring

- A. Bracing and shoring shall be as set forth in Sub-section 7-10.4.1 of Part 1 and Sub-section 306-1.1.6 of Part 3 of the SSPWC “Greenbook” Standard Specifications.

3.5 Disposal of Surplus Materials

- A. Surplus excavated and unsuitable materials, removed vault hatches, concrete, asphalt concrete, etc., shall become the property of the Contractor and shall be immediately disposed of off the project site.

3.6 Inspection

- A. The City may obtain the services of an inspector on this project to verify the work performed by the Contractor meets these specifications and any applicable codes.
- B. Do not proceed with the work of this Section until unsatisfactory conditions have been corrected.