

CIP NO. 114
GREENWICH VILLAGE NORTH
UNDERGROUND UTILITIES ASSESSMENT DISTRICT

VI. SPECIAL PROVISIONS

The following Special Provisions supplement and amend the 2021 Standard Specifications for Public Works Construction (SSPWC). These Special Provisions have been arranged into a format and sequence that parallels the SSPWC.

TABLE OF CONTENTS

PART 1 – GENERAL PROVISIONS	6
PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS	6
SECTION 1 – GENERAL.....	6
1-2 TERMS AND DEFINITIONS	6
SECTION 2 – SCOPE OF THE WORK	6
2-1 WORK TO BE DONE.....	6
2.1.1 PLANS AND SPECIFICATIONS.....	6
2-2 PERMITS	7
2-5 THE CONTRACTOR’S EQUIPMENT AND FACILITIES	8
2-5.4 HAUL ROUTES.....	8
2-5.5 CONTRACTOR’S RESPONSIBILITY FOR WORK.....	8
2-5.6 NOTICE AND SERVICE THEREOF	8
2-5.7 WARRANTY OF TITLE.....	9
2-6 CHANGES REQUESTED BY THE CONTRACTOR	9
2-7 CHANGES INITIATED BY THE AGENCY	10
2-7.1.1 CONSTRUCTION CHANGE DIRECTIVE.....	10
2-7.1.2 INCREASES OF MORE THAN 25%	10
2-7.1.3 DECREASES OF MORE THAN 25%	10
2-8 EXTRA WORK	11
2-11 RETENTION OF IMPERFECT WORK.....	11
SECTION 3 – CONTROL OF THE WORK	11
3-5 INSPECTION.....	11
3-6 THE CONTRACTOR’S REPRESENTATIVE	12
3-7 CONTRACT DOCUMENTS.....	12
3-7.2 PRECEDENCE OF THE CONTRACT DOCUMENTS	12
3-8 SUBMITTALS	13
3-8.1 GENERAL.....	13
3-12 WORK SITE MAINTENANCE.....	14
3-12.6.2 BEST MANAGEMENT PRACTICES (BMPS)	14
3-12.6.4 DEWATERING	15
3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.....	16
3-13.4 COMPLETION AND ACCEPTANCE	16
SECTION 4 – CONTROL OF MATERIALS.....	17
4-1 GENERAL.....	17
4-1.1 PROPERTY RIGHTS IN MATERIALS	17
4-1.2 PROTECTION OF WORK AND MATERIALS	17
SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES	17
5-3 LABOR	17
5-3.6 LAWS.....	17
5-4 INSURANCE.....	18
5-7 SAFETY.....	19
5-7.9 EMERGENCY PROVISIONS	19
5-8 LAWS TO BE OBSERVED.....	19
5-8.1 LAWS AND REGULATIONS.....	19
5-8.2 GENERAL.....	20
5-8.3 EIGHT-HOUR LAW.....	20

5-8.4	PREVAILING RATE OF PER DIEM WAGES.....	20
5-8.5	CERTIFIED PAYROLL.....	21
5-9	FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION	21
SECTION 6 –	PROSECUTION AND PROGRESS OF THE WORK	21
6-1	CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.....	21
6-1.1	CONSTRUCTION SCHEDULE	21
6-1.2	COMMENCEMENT OF THE WORK.....	22
6-1.2.1	PRE-CONSTRUCTION CONFERENCE.....	24
6-2	PROSECUTION OF THE WORK	25
6-2.1	WEEKLY PROGRESS MEETINGS.....	25
6-4	DELAYS AND EXTENSIONS OF TIME.....	25
6-4.3	PAYMENT FOR DELAYS.....	25
6-9	LIQUIDATED DAMAGES	26
SECTION 7 –	MEASUREMENT AND PAYMENT	26
7-2	LUMP SUM WORK.....	26
7-3	PAYMENT	26
7-3.2	PARTIAL AND FINAL PAYMENT	26
7-3.4	MOBILIZATION	26
7-3.9	WORK PERFORMED WITHOUT DIRECT PAYMENT	28
7-4.2	BASIS FOR ESTABLISHING COSTS	28
7-4.2.1	LABOR	28
7-4.3	MARKUP.....	29
7-4.3.1	WORK BY THE CONTRACTOR.....	29
7-4.3.2	WORK BY A SUBCONTRACTOR	29
7-6	BID ITEM DESCRIPTIONS.....	29
SECTION 8 -	SPECIFIC CONDITIONS	33
8-1	PROCORE SOFTWARE.....	33
8-2	SPECIAL INSTRUCTIONS.....	33
8-2.1	PROJECT DESCRIPTION	33
8-2.2	WORK TO BE DONE.....	34
8-2.3	SURVEYING.....	34
8-2.4	UTILITIES	35
8-2.5	COORDINATION WITH UTILITY COMPANIES.....	36
8-2.6	SEQUENCE OF WORK.....	37
8-2.7	WORK HOURS	37
8-2.8	NOTIFICATION OF RESIDENTS	37
8-2.9	RECORD DRAWINGS.....	37
8-2.10	HOUSEKEEPING REQUIREMENTS	37
8-2.11	TRAFFIC CONTROL.....	38
PART 2 –	CONSTRUCTION MATERIALS.....	41
SECTION 200	ROCK MATERIALS.....	41
200-2	UNTREATED BASE MATERIALS.....	41
200-2.1	GENERAL.....	41
SECTION 201	CONCRETE, MORTAR, AND RELATED MATERIALS.....	41
201-1	PORTLAND CEMENT CONCRETE	41
201-1.1	GENERAL.....	41
202-1	BRICK	41

202-1.1	GENERAL.....	41
203-6	ASPHALT CONCRETE	42
203-6.1	GENERAL.....	42
PART 3 – CONSTRUCTION METHODS.....		40
SECTION 300 EARTHWORK		43
300-1	CLEARING AND GRUBBING.....	43
300-1.1	GENERAL.....	43
SECTION 301 SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS.....		43
301-1	SUBGRADE PREPARATION	43
301-1.1	GENERAL.....	43
301-1.7	PAYMENT	43
SECTION 303 CONCRETE AND MASONRY CONSTRUCTION		44
303-4	MASONRY CONSTRUCITON	44
303-4.2	BRICK MASONRY	44
303-4.2.4	MEASUREMENT AND PAYMENT.....	44
303-5	CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS	44
303-5.1	REQUIREMENTS.....	44
303-5.1.1	GENERAL.....	44
303-5.1.4	CURBS, GUTTERS	44
303-5.1.5	WALK.....	45
303-5.1.6	ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.....	45
303-5.1.7	DETECTABLE WARNING SURFACE	46
303-5.1.7.1	QUALITY ASSURANCE.....	47
303-5.1.7.2	SITE CONDITIONS	48
303-5.1.7.3	INSTALLATION PROCEDURE.....	48
303-5.9	MEASUREMENT AND PAYMENT.....	49
SECTION 306 OPEN TRENCH CONDUIT CONSTRUCTION		49
306-1.1	PIPE LAYING	49
306-3	TRENCH EXCAVATION	50
306-3.1	GENERAL.....	50
306-3.1.1	TRENCH ECAVATION AND SUBGRADE	50
306-14	MEASUREMENT.....	53
306-15	PAYMENT	53
SECTION 314 TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS		53
314-1	GENERAL.....	53
314-2	REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS	53
314-2.1	GENERAL.....	53
314-2.3	PAYMENT	53
314-4	APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS	54
314-4.1	GENERAL	
314-4.4.6	PAYMENT	54

SECTION 315 PULLBOXES, HANDHOLES, UTILITY BOXES, VAULTS, AND COMPONENTS	54
315-1 GENERAL.....	54
PART 4 – EXISTING IMPROVEMENTS.....	55
SECTION 400 PROTECTION AND RESTORATION.....	55
400-4 TREES	55
400-5 SIGN POST	55
SECTION 401 REMOVAL.....	55
401-3 CONCRETE AND MASONRY IMPROVEMENTS	55
401-3.4 PARKWAY CONCRETE AND BRICK.....	55
SECTION 403 MANHOLE ADJUSTMENT AND RECONSTRUCTION	56
403-1 GENERAL.....	56
403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT.....	56
404-4 MEASUREMENT.....	56
403-5 PAYMENT	56
PART 6 – TEMPORARY TRAFFIC CONTROL.....	58
SECTION 600 ACCESS.....	58
600-1 GENERAL.....	58
SECTION 601 TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES	59
601-1 GENERAL.....	59
601-3.5 SIGNS AND SIGNAGE	60
601-3.5.1 GENERAL.....	60
601-3.5.2 PAYMENT	60
601-3.6 CHANNELIZING DEVICES	61
601-3.6.1 GENERAL.....	61
601-7 PAYMENT	61
EXHIBIT “A” SCHEDULE OF PERFORMANCE.....	62
EXHIBIT "B" SOLID WASTE REPORTING.....	63
EXHIBIT "C" CONSTRUCTION NOTICE TEMPLATE.....	65
EXHIBIT "D" TRUCK ROUTES.....	66

PART 1 – GENERAL PROVISIONS

PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

The Standard Specifications for Public Works Construction (SSPWC), written and promulgated by the Southern Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, shall be the Standard Specifications of the City. All work shall conform to the edition indicated in this document and in the Bid Proposal documents, including supplements, of the SSPWC, these Special Provisions which supplement or modify the SSPWC, the Standard Plans for Public Works Construction (SPPWC) of the same edition as the SSPWC, and the Standard Drawings as issued by the City available at the time bids are opened unless otherwise specified in the Contract Documents.

The above-mentioned Standard Specifications, Special Provisions, and Standard Drawings are hereby made a part of the Contract Documents.

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS.

Whenever the following terms are used in the SSPWC, they shall be understood to mean and refer to the following:

- a) Board – The City Council of the City of Hermosa Beach
- b) Contract Documents – Documents including but not limited to the proposal forms, Special Provisions, Bonds, Insurance, Contract, and all Addenda setting forth any modifications to the documents.
- c) Engineer – The Director of Public Works/City Engineer or their authorized representative
- d) Bidder – An individual, co-partnership, association, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- e) Legal Address of Contractor – The address given on the Contractor's Bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following subsection:

2-1.1 Plans and Specifications

The included plans have been prepared by the three utility companies (Southern California Edison Company (SCE), Frontier, and Crown Castle). The intent of the project is to use a joint trench to place electrical and telecommunication lines in the ground within the public right-of-way and easements as shown on the plans.

The design for the use of joint trench was not optimized or even addressed in some areas. Contractor shall resolve such inconsistencies by identifying a joint trench alignment from the alternatives presented by the owning utilities and then placing all utilities into this joint trench. The resolution of these inconsistencies shall be considered included in the lump sum cost for the work and shall include but not be limited to realignment of main conduit runs, vaults, handholes, pullboxes, risers, service laterals, and related facilities. The only exception to this requirement shall be in such places that a joint trench cannot be used because of physical constraints, utility companies design or operational characteristics safety or where otherwise prohibited by law or other regulation(s).

Such coordination work shall be performed in advance of actual construction to allow the utility companies time to provide input. Such work shall also include coordination necessary to align or realign those proposed facilities with existing utilities (such as water, sewer, storm drain, street light electrical conduit and boxes, irrigation lines and controllers, among others) that may be in conflict with the proposed facilities. Note that the advance notice requirements for utility mark-out has been extended to allow Contractor time to plan out the route of the joint trench along the various streets and utility corridors. Do not commence trench excavation until the City's representative has had an opportunity to review and provide input on the final joint trench location and alignment.

For undergrounding of SCE, Frontier, and Crown Castle facilities, the Contractor shall comply with SCE's, Frontier's, and Crown Castle's specifications, respectively, included in the Appendices of these Specifications.

Although the Frontier and Crown Castle plans may not clearly specify, please note that a Frontier service will be required at every property where SCE plans show a new underground service lateral.

2-2 PERMITS.

Add the following:

Prior to beginning work, the Contractor shall obtain authorization and permits from the City of Hermosa Beach. The Contractor will be responsible to protect and preserve all property and improvements in accordance with the Contract Documents.

The Contractor and all subcontractors shall each be licensed in accordance with State Business and Professions Code. The Contractor, at its own cost, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit and license requirements, unless specified in this section.

The Contractor must have or obtain a valid City of Hermosa Beach Business License in accordance with the provisions of the Hermosa Beach Municipal Code and maintain it for the duration of the Work.

City Right-of-Way Permit

A City Right-of-Way Permit is required to work within public right-of-way and will be issued at no cost to the Contractor.

Other Right-of-Way Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain a right-of-way permit as required for an encroachment from that entity.

Groundwater Discharge Permits

All groundwater, pipeline dewatering and flushing shall be discharged to the nearest sewer facility. When the discharge to the sewer system is not feasible, the Contractor may discharge to the storm drain by meeting the reporting requirements of the City's NPDES de minimus construction permit.

The Contractor will be required to apply for a Special Purpose Discharge Permit from the sewer district for discharging of all groundwater, pipeline dewatering and flushing to the nearest sewer facility. The Contractor will need to obtain this permit and comply with all of its requirements in order to discharge to the nearest sewer facilities. The Contractor shall allocate a minimum of fifteen (15) working days for this process.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

2-5.4 Haul Routes.

Replace the entire subsection with the following:

Haul Routes shall be per the City of Hermosa Beach Truck Routes map. See Exhibit "D" of these Special Provisions for the map.

Add the following subsections:

2-5.5 Contractor's Responsibility for Work.

Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

2-5.6 Notice and Service Thereof.

Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized

representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the City by personal delivery thereof to the City's Engineer or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

ATTN: Project Manager, CIP No. 114
Public Works Department
City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach, CA 90254

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated to the party giving the notice, postage prepaid and registered.

2-5.7 Warranty of Title.

No materials, supplies, or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by them to the City free from any claims, liens, encumbrances, or charges, and further agrees that neither they nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company.

Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the City.

2-6 CHANGES REQUESTED BY THE CONTRACTOR

Add the following:

If the Contractor alleges that instructions issued after the date of the Contract will result in increases to the Contract Price or Contract Time, if latent or unforeseen or not reasonably foreseeable conditions require modification of the Contract Documents, or the Contractor

otherwise becomes aware of the need for or desirability of a change in the Work, a Change Order Proposal (“COP”) may be submitted to the City in writing and must specify the reasons for such change, including relevant circumstances and impacts on the construction schedule. The Contractor may request additional compensation and/or time through a COP but not for instances that occurred more than ten calendar days prior to the COP. The Contractor’s failure to initiate a COP within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change unless such waiver is prohibited under state law. Any COP that is approved by the City will be incorporated in a Change Order or Construction Change Directive. If the City determines that the Work in question is not a change, the City shall issue a Work Directive, ordering the Contractor to proceed with the Work without delay. If the COP is denied but the Contractor believes that it does have merit, the Contractor may submit a claim to the City.

2-7 CHANGES INITIATED BY THE AGENCY

Add the following subsections:

2-7.1.1 Construction Change Directive

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

2-7.1.2 Increases of More than 25%

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

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

2-7.1.3 Decreases of More than 25%

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

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

2-8 EXTRA WORK

Replace the entire subsection with the following:

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

Add the following subsection:

2-11 RETENTION OF IMPERFECT WORK.

If any portion of the work done or materials furnished under the Contract proves defective or not in accordance with the specifications and Contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the Engineer, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefor in the payment due the Contractor as may be just and reasonable.

SECTION 3 – CONTROL OF THE WORK

3-5 INSPECTION

Add the following:

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

An inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the Contractor's management of the Work. Any advice which an inspector may give the Contractor shall not be binding to the Engineer or to the City or release the Contractor from fulfilling all the terms of the Contract.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to final completion and acceptance thereof shall affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the Contract.

If the Engineer deems it expedient and not in the best interest of the City to correct work injured or done not in accordance with the Contract, the defective work may be accepted subject to an equitable deduction from the Contract Price which may be made therefore by the City upon certification from the Engineer.

Reexamination of any work may be ordered by the Engineer at any time prior to Final Acceptance and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City will pay the cost of reexamination and replacement. If such work be found defective or not in accordance with the Contract, the Contractor shall pay such costs.

Should off-hours inspection coverage be required due to Contractor's actions or be requested by Contractor (and approved by City), Contractor shall be responsible for associated costs, including overtime premiums.

3-6 THE CONTRACTOR'S REPRESENTATIVE.

Add the following:

The Contractor shall provide the Engineer with the name, address, and business and home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

3-7 CONTRACT DOCUMENTS.

3-7.2 Precedence of the Contract Documents.

Replace the entire subsection with the following:

If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

1. Requirements of law, including the Code and Ordinances of the City of Hermosa Beach.
2. Permits from other agencies as may be required by law.
3. Permits from City of Hermosa Beach Departments as may be required by law or ordinance.
4. The Contract.
5. The Bid Proposal.
6. Addenda.
7. Notice Inviting Bids.
8. Instructions to Bidders.

9. Special and General Provisions.
10. Plans.
11. City of Hermosa Beach Standard Plans.
12. Other Standard Plans.
13. Standard Specifications for Public Works Construction.
14. Reference Specifications.

Change orders, supplemental agreements, and approved revisions to Plans and Specifications will take precedence over documents listed above, except those numbered 1, 2, and 3. Detailed plans shall have precedence over general plans.

3-8 SUBMITTALS.

3-8.1 General.

Add the following:

The Contractor shall submit the following submittals within ten (10) days of notification of the City's intent to award this Contract:

- Project Construction Schedule, sequence, and phase sequence plan
- Preconstruction video on USB, 2 copies
- Copy of City Business License (Prime and Subcontractors)
- 24 Hr. Emergency Phone Call List
- Letters identifying site authorized Contractor's representative or "Superintendent" and Contractor's "Competent Person"
- Vehicular, Bicyclist, and Pedestrian Traffic Control Plan/Detour Plan (paper and PDF)
- SWPPP / Best Management Practices
- Material submittals required for high voltage and low voltage electrical work including conduit, pullboxes, vaults and ancillary equipment.
- Asphalt Concrete material specifications and mix design
- Concrete material specifications and mix design
- Crushed Aggregate Base and Trench Bedding material specifications
- Traffic Striping and Signage
- Detectable Warning System/Truncated Domes for access ramps
 - One (1) ADA tile sample, minimum 6" x 6"

- Shop drawings for access ramp products showing fabrication details, composite structural system, tile surface profile, sound on cane amplification feature, plans showing tile placement including joints, and material to be used as well as outlining installation materials and procedure
- Constructions Notices sample template shall be provided by the City to the Contractor and modified and submitted to the engineer for review and approval. Approved Construction Notice shall be distributed by Contactor.
- Others as requested by the Engineer

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

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

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

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

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

3-12 WORK SITE MAINTENANCE.

3-12.6.2 Best Management Practices (BMPs).

Replace the entire subsection with the following:

Best Management Practices (BMPs) shall be defined as a method used to prevent or control stormwater runoff and the discharge of pollutants, including sediment, into local storm drains

and/or drainage facilities leading to waterbodies. The contractor shall obtain and refer to the California Stormwater Quality Association's *2023 Construction BMP Handbook*, the City of Hermosa Beach Community Development Department's *Best Management Practices for Small Construction Sites* brochure, and any other materials provided by the City. The contractor shall, based on those documents, the Contract Documents, and latest industry best practices, provide a project-specific erosion control plan which will specify which BMPs will be utilized for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control.

The Contractor shall be responsible for installing, constructing, inspecting, maintaining, and removing and disposing of BMPs in accordance with the erosion control plan throughout the duration of construction, including outside of working hours. Additional BMPs may be required due to change(s) in field conditions, contractor activities, or construction operations. The contractor shall be responsible for adjusting BMPs as requested by the Engineer to achieve erosion control objectives. The contractor shall also be responsible for BMP implementation and maintenance throughout any temporary suspension of the work.

3-12.6.4 Dewatering.

Add the following to the end of this section:

Groundwater will be encountered during the excavation of the project. The Contractor will be responsible for providing, installing, maintaining, and operating a (well-point) dewatering system in the project area when groundwater is encountered. The Contractor shall demonstrate experience with well-point dewatering systems and their in-house capabilities or list a dewatering subcontractor who will perform these services. Lack of dewatering experience or not listing a qualified dewatering sub-contractor will be grounds for bid rejection. The Contractor's dewatering operations shall conform with all requirements of the City's Special Purpose Discharge Permit. See Section 7-5, as amended, for specific requirements. The elevation of free groundwater may vary depending on tides. For bidding purposes, the Contractor shall assume that free groundwater will be encountered at all excavations over three feet of cover.

The Contractor shall provide and maintain, at all times during construction, ample means and devices to promptly remove and properly dispose of all water from any source, including groundwater, and water migrating through the bedding of existing sewers or storm drains or other existing utilities, entering the excavations. Costs for dewatering of all water shall be the Contractor's responsibility and shall be included within the Lump Sum Price for Groundwater Control and no additional compensation will be allowed therefor.

The Contractor shall confirm that the receiving sewer system has the capacity to take the estimated flows during dry- and wet-weather conditions and whether or not the water quality is acceptable and will not cause any permit violations. The following discharges are prohibited: oil, grease, fuel, sludge, trash, chemicals, and any other items which would adversely affect water quality.

Water shall not be discharged into City sewer facilities during a wet-weather storm event.

For all dewatering operations, each disposal point shall have a calibrated, non-resettable totalizing effluent flow meter with a flow accuracy of plus or minus 5 percent to track the dewatering discharges. The Contractor shall submit weekly reports showing total amount of discharge at each point with meter readings and other data necessary to support the quantity reported.

Also, an accessible sample collection point shall be provided immediately upstream of all points of discharge. The Contractor shall provide City's Source Control staff and Engineer unrestricted access to the facility and site to inspect, monitor, or verify compliance with City's Permit requirements.

All dewatering operations require the use of a desilting tank with a stainless-steel sampling port and a drip container so that the Engineer may collect periodic dewatering samples. Additionally, the desilting tanks shall be covered with sturdy and air-tight covers so no odors can escape, and no illegal dumping is possible. The air-tight covers shall be maintained throughout the dewatering period and only removed when necessary for silt removal or other maintenance activities. The desilting tank shall be located in a safe and easily accessible location. The system used for desilting the water shall be a baffled structure and shall provide not less than 5 minutes detention time and have a "flow-through" velocity not exceeding 0.2 foot per second at the anticipated peak flow. The desilting box shall be cleaned as required to maintain the detention time and flow-through limitations specified above. The intent is to avoid any addition of soil materials from dewatering operations into the receiving sewer system.

All dewatering operations with detectable levels of Total Toxic Organics (TTOs), or evidence of TTOs in the extraction zone, or significant amounts of volatile organics, may require the use of granular activated carbon (GAC) filters in lead-lag arrangement or other suitable technology to meet City's TTO limit of 0.58 mg/L and mitigate a Lower Explosive Limit (LEL) event. Note that additional particle filtration is typically provided upstream of the GAC filters to prevent fouling and to extend the life of the carbon. The GAC filters shall be equipped with a stainless-steel sampling port and a drip container on the final stage discharge outlet so that the Engineer may collect periodic dewatering samples. Additionally, the GAC filters shall be air-tight so no odors can escape, and no illegal dumping is possible. The air-tight covers shall be maintained throughout the dewatering period and only removed when necessary for carbon change out or other maintenance activities. The GAC filters shall be located in a safe and easily accessible location. Each GAC filter shall provide enough detention time to meet City's TTO limit of 0.58 mg/L. The carbon shall be changed in the lead GAC filter when the TTO as measured in the discharge of the lead GAC filter is at 0.58 mg/L, or as required. The GAC filters and additional particle filtration equipment upstream of the GAC filters shall be cleaned as required to maintain the detention time and flow-through limitations as specified above. The intent is to avoid any addition of soil materials from dewatering operations into the receiving sewer system or fouling of the GAC filter carbon media. The method of pretreatment and point of disposal of water shall be subject to the District's Source Control staff and the Engineer's approval.

If the Contractor chooses to discharge construction site groundwater to the storm drain system, the Contractor will be required to submit weekly flow data and monthly sample testing per all requirements per the City's De Minimis Waste Discharge Permit with the California Regional Water Quality Control Board.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

Add the following subsection:

3-13.4 Completion and Acceptance

In addition to the guarantees as required in Section 3-13.3 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of one year after acceptance of the work by the City to insure that defects, which appear within said period, will be repaired, replaced, or corrected by the Contractor, at its own cost and expense, to the satisfaction of the Engineer within thirty (30) days of written notice thereof by the City.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

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

Add the following subsections:

4-1.1 Property Rights in Materials

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

4-1.2 Protection of Work and Materials

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

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

Add the following subsection:

5-3.6 Laws.

Each Bidder must submit with the Bid Proposal a fully executed Certificate of Non-Discrimination by Contractors. Bids will not be considered unless accompanied by the completed Certificate.

After the opening of bids and the determination of the low Bidder, said low Bidder shall submit to the Public Works Department, no later than 5:00 P.M. on the third working day following the bid opening, a completed "Fair Employment Practices Contractor Compliance Report".

The Contractor shall comply with all applicable provisions of Sections 1776, 1777.5 and 1777.7 of the California Labor Code. The Contractor shall be responsible for compliance with Section 1776 and shall insert a provision in all subcontracts requiring subcontractors to comply with said section.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

5-4 INSURANCE.

Replace the entire subsection with the following:

The Contractor shall, at its expense, maintain in effect all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers licensed to sell insurance in the State of California and having a "A-" or higher rating in the latest edition of Best's Insurance Guide, and shall be subject to approval by the City's Risk Manager:

Workers' Compensation and Employer's Liability

- Workers' Compensation – coverage as required by law
- Employer's Liability – limits of at least \$1,000,000 per occurrence

Comprehensive General Liability

- Combined Single Limit - \$2,000,000

Automobile Liability

- Combined Single Limit - \$1,000,000

The automobile and general comprehensive liability policies may be combined in a single policy with a combined single limit of \$1,000,000.

All of the Contractor's policies shall contain an endorsement providing written notice shall be given to the City at least 30 calendar days prior to termination, cancellation or reduction of coverage in the policy.

The Bodily Injury and Property Damage Liability policies shall contain the following:

1. An endorsement extending coverage to the City as an insured, in the same manner as the named insured as respects liabilities arising out of the performance of any work under the Contract. Such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.
2. "Severability of Interest" clause.
3. Elimination of any exclusion regarding loss or damage to property caused by

- explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the “XCU” hazards.
4. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract.

Promptly on execution of the Contract, and prior to commencement of any work, the Contractor shall deliver to the City copies of all required policies and endorsements thereto on the forms supplied by the City.

The Contractor shall require and verify similar insurance on the part of its subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Contractor under the Contract.

Any policy or policies of insurance that the Contractor or his Subcontractors elects to carry as insurance against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this Contract shall include a provision waiving the insurer’s right of subrogation against the City.

The cost of all insurance shall be included in the Contractor’s Bid.

5-7 SAFETY.

Add the following subsection:

5-7.9 Emergency Provisions.

Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the City, an emergency exists of which the City is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the City, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the City 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 City may seem reasonable and necessary, all at the expense of the Contractor.

Add the following subsections:

5-8 LAWS TO BE OBSERVED.

5-8.1 Laws and Regulations.

The Contractor shall keep himself fully informed of all Federal and State laws, County and City ordinances and regulations which, in any manner, affect those engaged or employed on the work, the materials used in the work or the conduct of the work. If any discrepancy or inconsistency should be discovered in this Contract or in the Plans or Specifications herein referred to, in relation to any such law, ordinance or regulation, the Contractor shall forthwith report the same in writing to the Engineer. The Contractor shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this Contract. He shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violations of any such laws, ordinances or regulations whether by himself or by his employees or his subcontractors or their employees.

Except as otherwise explicitly provided in these Specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

All state laws, all county and city ordinances and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and works required to be done hereunder, shall be deemed to be and hereby are made controlling and part of these specifications.

5-8.2 General.

The Contractor shall keep himself fully informed of all existing state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials used in the Work or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

5-8.3 Eight-Hour Law.

Eight (8) hours labor constitutes a legal day's work.

The Contractor shall forfeit as a penalty \$25.00 (Twenty-five dollars) for each worker employed in the execution of the Contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1815 thereof inclusive except that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be compensated at not less than one and one-half (1 1/2) times the basic rate of pay as provided in Section 1815.

5-8.4 Prevailing Rate of Per Diem Wages.

Pursuant to the provisions of Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed

in the general prevailing wage rates.

The Contractor shall comply with Labor Code Section 1775. In accordance with said section, the Contractor shall forfeit as a penalty to the City \$50.00 (fifty dollars) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the Contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

5-8.5 Certified Payroll.

Pursuant to Section 1776 of the Labor Code, the Contractor and/or subcontractors shall submit weekly to the City for each week in which any Contract work is performed a certified copy of all payroll records. Should the Contractor fail to provide such payroll certificates, the City may withhold \$1,000.00 for each weekly payroll certificate not received from payment due.

5-9 FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION.

The Contractor's attention is directed to the requirements in Section 12990 of the Government Code for nondiscrimination and compliance employment programs.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

6-1.1 Construction Schedule.

Add the following:

The Contractor's proposed baseline construction schedule shall be submitted to the Engineer within ten (10) days of notification of the City's intent to award this Contract. The schedule shall be in critical path method (CPM) format and shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The Notice to Proceed for Construction (Notice to Proceed # 3 as described below) shall not be issued until contractor's baseline construction schedule is approved by City. The contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

In preparation of the construction schedule, the following items shall be considered:

- The City observes the following holidays, which shall be considered non-working days. If the Contractor elects to work on any of the City holidays the Contractor shall be

responsible for paying any associated inspection costs, including overtime and holiday premiums. **Any work not completed and fully open to public traffic shall be maintained in a safe and delineated condition. Traffic control and safety devices shall be maintained at all times.**

- New Year's Day
 - Martin Luther King Jr.'s Birthday
 - Washington's Birthday
 - Cesar Chavez Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving
 - Christmas Day
- The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 6:00 P.M., Monday through Friday. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workers and the public, and for proper inspection.
 - In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

The Engineer will review the baseline schedule and may require the Contractor to modify the schedule to conform to the requirements of the Contract Documents. If work falls behind the approved baseline schedule, the Contractor may be prohibited by the City from starting additional work until the Contractor has exerted extra effort to meet the baseline schedule and has demonstrated the ability to maintain the schedule in the future. Such stoppages of work shall in no way relieve the Contractor from the overall time of completion requirement, nor shall it be constructed as the basis for payment of extra work because additional personnel and equipment were required on the job.

6-1.2 Commencement of the Work

Add the following:

Prior to issuing Notice to Proceed #1, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

Notice to Proceed #1. The City shall issue the "Notice to Proceed #1 (Submittals). The time for completion to provide submittals to the City for critical path items and materials is 10 total working days from the date specified in the Notice to Proceed #1.

Notice to Proceed #2 (Materials Order and Deliver). The time for completion to order the critical path items materials needed to complete the work is 10 working days from the date specified in Notice to Proceed #2; and an additional 40 working days is provided to receive all materials needed to commence the work for a total of 50 working days. The Notice to Proceed #2 shall further specify that the Contractor must complete the preconstruction requirements including, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans/Detour Plans
- Submitting and obtaining approval of Baseline Construction Schedule
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critically required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Right-of-Way Permit
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

Notice to Proceed #3 (Start of Construction). After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed #1 and Notice to Proceed #2, the City shall issue the “Notice to Proceed #3,” at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time. The time for completion of the total contracted work is 90 working days from the date specified in Notice to Proceed #3.

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Manager and the City Police Department prior to beginning work.

The Contractor shall also notify the City of Hermosa Beach and the owners of all utilities and substructures not less than 72 hours prior to starting construction. The following utility companies list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

Southern California Edison Co.	310/783-9332
The Gas Co.	310/605-7837
Verizon	818/837-0394
Hermosa Beach Police & Fire	310/524-2750
Hermosa Beach Public Utilities	310 318-0214
Time Warner (Cable TV)	310/216-4184
West Basin Municipal Water District	310/217-2411
Athens Services	626/934-4696

California Water Service Co.	310/257-1428
Underground Service Alert	800/227-2600
Los Angeles County Flood Maintenance	562/861-0316
Los Angeles County Public Works	626/458-3109
Los Angeles County Sanitation District	562/699-7411

Add the following Subsection:

6-1.2.1 Pre-Construction Conference

Prior to commencement of the work a pre-construction conference will be held at the City and shall be attended by the Contractor's Project Manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

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

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

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

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

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

6-2 PROSECUTION OF THE WORK

Add the following Subsection:

6-2.1 Weekly Progress Meetings

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

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.3 Payment for Delays.

To the furthest extent permitted by law, replace the entire subsection with the following:

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of \$2,000 per Day of delay in excess of the time specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

6-9 LIQUIDATED DAMAGES.

Add the following:

The amount of liquidated damages is hereby amended to **\$2,000** for each consecutive calendar day.

SECTION 7 – MEASUREMENT AND PAYMENT.

7-2 LUMP SUM WORK.

Replace the second paragraph of this subsection with the following:

The contractor shall submit to the Engineer within 15 Days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on designated lump sum Bid item. This schedule shall equal the lump sum Bid item price and shall be in the form submitted as part of Section O. Project Schedule of Values of the Contract Documents.

7-3 PAYMENT.

7-3.2 Partial and Final Payment.

Replace the entire subsection with the following:

The closure date for periodic progress payments shall be the twenty-fifth day of each month. Authorization to pay is commonly received on the tenth day of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

The final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

7-3.4 Mobilization.

Replace the entire subsection with the following:

Mobilization and demobilization shall include all site visits; preparation of all submittals; BMPs; obtaining all permits, insurance, and bonds; video recording of the site existing conditions; moving onto the site all materials and equipment; set up of any temporary facilities (e.g. sanitary facilities, parking, construction water, equipment and materials staging area, fencing); distribution of all notification materials; removal of same at completion of the work; site cleanup; and other work as required to perform and complete the work.

No material, equipment, or vehicles to be left overnight on sidewalks or streets. If staging area is needed by Contractor, City facilities and grounds will not be available for use by the Contractor.

A minimum of one week prior to the start of construction, the Contractor shall video record all areas where construction is to take place. Such video recordings shall be provided to the Engineer before construction commences. These video recordings shall serve as a record of the existing conditions for disputes arising from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Video recordings shall document existing sidewalks, and adjacent conditions. The video recordings shall be provided on two USB thumb drives in a file format that is readily available to the City and given to the Engineer. All video recordings shall be indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hour, minutes, and seconds) on which the recording was made. The Contractor shall also video record any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of video recording, the area shall be restored as approved by the Engineer at Contractor's expense. All video recordings shall become the property of the City.

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, construction permits and/or permit riders as may be required by law, and financing prior to beginning work on the various contract items on the project site.

Mobilization shall also include the cost, time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition and all other related work as required for all non-working days during the course of construction. Contractor is responsible for securing an adequate storage site for equipment and materials.

Mobilization shall include any work shown on the plans, including removal and/or relocation of an item of work shown on construction documents, which has no corresponding bid item for said work. This work shall include removal of vegetation, removal and/or modifications to the existing planters, wall, fences, gates within the project area, on private properties and within the public right of way as shown on the construction documents. Full compensation relating to that work, including the furnishing of labor and materials, and the disposal of materials shall be included herein.

Mobilization shall include compliance with water quality and air quality laws; furnishing all water required for the construction work; protection of utilities, trees, fences, walls, landscaping, and other facilities; and the relocations as shown on the plans. All complaints received by the City associated with the construction alleging damage to private property and vehicles shall be responded to by the Contractor within one working day of notification. Failure to comply with this provision may result in a penalty of one hundred and fifty dollars (\$150.00) per occurrence.

The Contractor shall have on the work site at all times, as its agent, a competent superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from the Engineer.

Contractor shall confine his operations and work area within the project area. No encroachment into private property will be permitted without the prior written consent of the property owner. Obtaining this consent and the costs associated therewith shall be the responsibility of the Contractor. Material shown on the Plans or designated in the Special Provisions which is to be used in the reconstructed work and which has been damaged or destroyed as a result of the Contractor's operations shall be repaired or replaced at the option of the Engineer by the Contractor at the Contractor's sole expense.

The Contractor shall provide personnel to keep the construction site in a safe condition at all times, including non-working hours. Mobilization shall include scheduling and phasing of the work per the requirements of the City. The Contractor shall coordinate all construction activities with the City.

It shall be the Contractor's responsibility to install construction fencing, including wind screens, as necessary to provide a safe working condition to workers and the general public. Temporary construction fencing shall remain in place and properly maintained by the Contractor throughout the duration of the project.

Contractor shall complete all necessary survey and construction staking required to complete the work per the Plans and these specifications.

Payment for MOBILIZATION AND DEMOBILIZATION (5% MAXIMUM) shall be on a lump sum basis, and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents. The total cost of mobilization and demobilization shall not exceed five (5) percent of the total bid price. Any other costs of work not directly attributed to any specific bid item shall be considered included in mobilization.

Add the following subsection:

7-3.9 Work Performed Without Direct Payment.

Tools and materials of any class for which no price is fixed in the Proposal, it shall be understood that such work, equipment, labor, tools, and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools, and materials shall be included in the unit bid prices in the Proposal and no additional compensation will be paid therefor.

7-4 PAYMENT FOR EXTRA WORK

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor.

Replace the entire subsection with the following:

The costs of labor will be the actual cost for wages of workers performing the extra work at the

time the extra work is done, plus the employer payments of payroll taxes, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by collective bargaining agreements.

7-4.3 Markup

7-4.3.1 Work by the Contractor.

Replace the entire subsection with the following:

An allowance for overhead and profit shall be added to the Contractor's costs and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall also be compensated for the actual increase in the Contractor's bond premium caused by the extra work. The markup shall be:

- a. Labor – 20%
- b. Materials – 15%
- c. Tool and Equipment Rental – 15%
- d. Other Items – 15%

7-4.3.2 Work by a Subcontractor.

Replace the entire subsection with the following:

When any of the extra work is performed by a subcontractor, the markup shall be applied to the subcontractor's costs. An allowance for the Contractor's overhead and profit shall be added to the sum of the subcontractor's costs and markup and shall constitute the full and complete markup for all overhead and profit for the Contractor on work by the subcontractor. For Contractor markup of subcontractor's costs, the allowance shall be 10% on the first \$2,000 or portion thereof and 5% on costs in excess of \$2,000.

Add the following subsection:

7-6 BID ITEM DESCRIPTIONS

Bid Item No. 1 - Mobilization

Mobilization shall conform to the provisions of the Plans, Standard Specifications, and these Special Provisions. Work under this section shall include all labor, materials, tools, transportation, equipment and all incidentals, and for doing all work necessary to achieve the mobilization herein or as directed by the Engineer.

Payment for Bid Item No. 1 – Mobilization shall be made on a lump sum (LS) basis at the price indicated in the Bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional compensation shall be allowed therefor.

Bid Item No. 2 – Traffic Control

Traffic control shall conform to the provisions of the Plans, Standard Specifications and these

Special Provisions (including Section 8-2, Special Instructions). Work under this section shall include all labor, materials, tools, transportation, equipment and all incidentals, and for doing all work necessary to achieve traffic control herein or as directed by the Engineer.

Payment for Bid Item No. 2 – Traffic Control shall be made on a lump sum (LS) basis at the price indicated in the Bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional compensation shall be allowed therefor.

Bid Item No. 3 – Undergrounding Utilities - Complete

Undergrounding utilities shall conform to the provisions of the Plans, Standard Specifications, and these Special Provisions (including Section 8-2, Special Instructions). Work under this section shall include all labor, materials, tools, transportation, equipment; all associated trench construction and restoration, roadway and parkway pavement surfaces (AC, PCC, and Brick) repair and restoration, site improvements and restoration, and all incidentals; and, for doing all work necessary to achieve the undergrounding of utilities herein or as directed by the Engineer.

Payment of materials shall not be provided until the materials are installed and the installation is accepted.

Payment for Bid Item No. 3 – Undergrounding Utilities - Complete shall be made on a lump sum (LS) basis at the price indicated in the Bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional costs shall be allowed therefor.

Bid Item No. 4 – Utility Coordinator/Coordination

Coordination with the utilities shall conform to the provisions of the Plans, Standard Specifications and these Special Provisions (including Section 8-2, Special Instructions). Work under this section shall include all labor, materials, tools, transportation, equipment and all incidentals, and for doing all work necessary to achieve the full scope of work of the contract as described herein or as directed by the Engineer.

Payment for Bid Item No. 4 – Utility Coordinator/Coordination shall be made on a lump sum (LS) basis at the price indicated in the Bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional compensation shall be allowed therefor.

Bid Item No. 5 – Survey Monument Preservation

Survey monument preservation shall conform to the provisions of the Plans, Standard Specifications, and these Special Provisions (including Section 8-2, Special Instructions). Work under this section shall include all labor, materials, tools, transportation, equipment and all incidentals, and for doing all work necessary to achieve the survey monument preservation herein or as directed by the Engineer.

Payment for Bid Item No. 5 – Survey Monument Preservation shall be made on a lump sum (LS) basis at the price indicated in the Bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional compensation shall be allowed therefor.

Bid Item No. 6 – PCC Conduit Encasement

PCC conduit encasement shall conform to the provisions of the Plans, Standard Specifications, and these Special Provisions. Work under this section shall include all labor, materials, tools, transportation, equipment and all incidentals, and for doing all work necessary to achieve the PCC conduit encasement herein or as directed by the Engineer.

Payment for Bid Item No. 6 – PCC conduit encasement shall be made on a lump sum (LS) basis at the price indicated in the Bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional compensation shall be allowed therefor.

Bid Item No. 7 – Crushed Conduit Repair per Location for All Depths

Crushed conduit repair shall conform to the provisions of Plans, Standard Specifications, and these Special Provisions (including Section 8-2, Special Instructions). Work under this section shall include all labor, materials, tools, transportation, equipment and all incidentals, and for doing all work necessary to achieve crushed conduit repairs.

Payment for Bid Item No. 7 – Crushed Conduit Repair per Location for All Depths shall be made per the Contract Unit Price per each (EA) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional compensation shall be allowed therefor.

Bid Item No. 8 – Underground Utility Conflict Resolution (Allowance)

Underground utility conflict resolution shall conform to the provisions of the Plans, Standard Specifications, and these Special Provisions. Work under this section shall include all labor, materials, tools, transportation, equipment and all incidentals, and for doing all work necessary to resolve underground utility conflicts.

Payment for Bid Item No. 8 – Underground Utility Conflict Resolution shall be expended at the discretion of the Engineer and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional costs shall be allowed. Any funds not expended from this allowance will not be paid to the Contractor.

Bid Item No. 9 – Potholing

Potholing shall conform to the provisions of the Plans, Standard Specifications, and these Special Provisions. Work under this section shall include all labor, materials, tools, transportation,

equipment and all incidentals, and for doing all work necessary to potholing existing facilities.

Payment for Bid Item No. 9 – Potholing shall be made on a lump sum (LS) basis at the price indicated in the Bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional compensation shall be allowed therefor.

Bid Item No. 10 – Restore Existing Thermoplastic Striping.

Restore existing thermoplastic striping shall conform to the provisions of the Plans, Standard Specifications, and these Special Provisions. Work under this section shall include all labor, materials, tools, transportation, equipment and all incidentals, and for doing all work necessary to restore existing thermoplastic striping.

Payment for Bid Item No. 10 – Restore Existing Thermoplastic Striping shall be made on a lump sum (LS) basis at the price indicated in the Bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional compensation shall be allowed therefor.

Bid Item No. 11 – Groundwater Control.

Groundwater Control shall conform to the provisions of the Plans, Standard Specifications, and these Special Provisions to provide a dewatered trench assuming a perched groundwater at an elevation of 3 feet below finished grade. Work under this section shall include all labor, materials, tools, transportation, equipment and all incidentals, and for doing all work necessary to provide groundwater control.

Payment for Bid Item No. 11 – Groundwater Control shall be made on a lump sum (LS) basis at the price indicated in the Bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional compensation shall be allowed therefor.

Bid Item No. 12 – Public Notification

Public Notification shall conform to the provisions of the Plans, Standard Specifications, and these Special Provisions to provide notification to the public. Work under this section shall include all labor, materials, tools, transportation, equipment and all incidentals, and for doing all work necessary to provide public notification.

Payment for Bid Item No. 12 – Public Notification shall be made on a lump sum (LS) basis at the price indicated in the Bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required and no additional compensation shall be allowed therefor.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

Delete entire section and replace with the following:

SECTION 8 – SPECIFIC CONDITIONS

8-1 Procore Software

The Contractor shall use the Procore construction management software system for various construction management activities related to the project including, but not limited to, submission of schedules, project material submittals, and RFIs. The City will provide an account to the Contractor at no additional cost. Project documents including Plans and Specifications will also be made available on Procore for the Contractor's use for the duration of the project.

8-2 SPECIAL INSTRUCTIONS

8-2.1 PROJECT DESCRIPTION

The included Plans have been prepared by the three utility companies (Southern California Edison, Crown Castle, and Frontier). The intent of the project is to use a joint trench to place electrical, telephone and cable television in the ground within the public right-of-way and easements as shown on the Plans and included in these Specifications.

However, the design for the use of joint trench was not optimized or even addressed in some areas. Contractor shall resolve such inconsistencies by identifying a joint trench alignment from the alternatives presented by the owning utilities and then placing all utilities into this joint trench. The resolution of these inconsistencies shall be considered included in the lump sum cost for the work and shall include but not be limited to realignment of main conduit runs, vaults, handholes, pull boxes, risers, service laterals and related facilities. The only exception to this requirement shall be in such places that a joint trench cannot be used because of physical constraints, utility companies design or operational characteristics, safety or where otherwise prohibited by law or other regulation(s).

Such coordination work shall be performed in advance of actual construction to allow the utility companies time to provide input. Such work shall also include coordination necessary to align or realign that proposed facilities with existing utilities (such as water, sewer, storm drain, among others) that may conflict with the proposed facilities. Note that the advance notice requirements for utility mark-out has been extended to allow Contractor time to plan out the route of the joint trench along the various streets and utility corridors. Do not commence trench excavation until the City's representative has had an opportunity to review and provide input on the final joint trench location and alignment.

Contractor is responsible for all site restoration, including but not limited to sidewalk, curb and gutter, driveway approaches, ADA compliant curb ramps, roadway, etc. per City standards.

For the undergrounding of SCE facilities, the Contractor shall comply with the SCE specifications included in Underground Structure Standards (UGS), Electrical Service Requirements (ESR) and the SCE specifications included in these Contract Documents, and shall receive approval from SCE's inspectors for the installation of all SCE's facilities. Additionally, hot tie-ins may be required per SCE Standards.

For undergrounding of Crown Castle facilities, the Contractor shall comply with the Crown Castle's specifications included in these Contract Documents and shall receive approval from Crown Castle's inspectors for the installation of all Crown Castle facilities.

For undergrounding of Frontier facilities, the Contractor shall comply with the Frontier specifications included in these Contract Documents and shall receive approval from Frontier's inspectors for the installation of all Frontier facilities.

8-2.2 WORK TO BE DONE

The work necessary for the completion of this contract includes, but is not limited to, mobilization, traffic control, water pollution control, potholing and field verifications of existing utilities, trench construction, furnishing and installing conduit with poly-pull ropes including service lateral runs, utility pull boxes, handholes, vaults and all associated items necessary for the conversion of existing overhead and electrical power, telephone, and cable television services to underground locations as required and intended by the Plans, Specifications, and further specified by SCE, Crown Castle, and Frontier standards within the UGS, ESR, and the appendices. Any costs resulting from work performed that was directed by SCE, Crown Castle, and Frontier engineers, inspectors or other personnel will not be compensated unless said work was approved by the City Engineer prior to work commencing. Contractor shall perform all trenching, backfill, pavement restoration, resurfacing and replacement of existing improvements (public or private including but not limited to driveways, fences, walls, signs, landscaping, mailboxes, and other such items) associated with or resulting from the Work identified herein. Contractor is responsible for all crushed conduit repairs until the complete conversion from overhead to underground utilities is completed.

The Contractor is responsible for having the necessary project management resources to coordinate and manage this entire project from beginning to completion of the entire undergrounding project with very close coordination and approval of the utilities of their work for every portion of the Work and as required by the utility companies.

8-2.3 SURVEYING

Permanent Survey Markers

The Contractor shall submit to the Engineer a minimum of seven (7) days prior to the start of work a list of controlling survey monuments which may be disturbed. The Contractor will:

- a) set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
- b) file a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and
- c) file a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed (permanent) controlling survey monuments.

The Contractor shall protect all survey monuments during construction operations. In the event that existing survey monuments are removed or otherwise disturbed during the course of work, the Contractor shall contact the City's representative in the field to confirm that the existing monument

has been located, can be removed and the Contractor shall restore the affected survey monuments at his sole expense. If the monument has not yet been located and prior to excavating trenches, Contractor shall allow not more than two (2) days for City to locate the monument and tie it out. The Contractor's Licensed Surveyor shall file the required Corner Record or Record of Survey with the County Surveyor upon monument restoration. The cost of any replacement work resulting in a failure by Contractor to notice the City or City's surveyor of the existing monument(s) or allow reasonable time to tie the monument out, shall be deducted from payment(s) due to Contractor.

Existing street centerline ties and property corner monuments are to be preserved. The Contractor shall be responsible for the cost of restoring all survey ties and/or monuments damaged by the Work.

Survey Service

The underground cable and conduit system will not be staked for line or grade. It shall be the Contractor's responsibility to determine the depth of trenching required to maintain the minimum cover required by the utility owner in paved and unpaved areas and also to avoid interference with existing utility lines, mains, and services. The drawings may or may not indicate construction of a joint trench in which to place the utilities. Except for service laterals, connections and adjustments to construct vaults, risers, or other such boxes, the intent of this Contract is to place the existing overhead utilities underground in a single joint trench. The Contractor will ensure that the location of new work is within the right-of-way and/or easements of abutting and affected properties.

8-2.4 UTILITIES

General

The location of existing underground utilities or substructures was determined from a search of each of the utility company's records. No guarantee is made or implied that the information is complete or accurate. The Contractor shall excavate, expose, and protect all high-risk underground facilities. The Contractor is responsible for, and shall at his or her expense, pothole all existing utilities which may be affected by the work to verify points of connection and potential conflicts. No segment of work shall begin until the Contractor has potholed and verified points of connection and related connection material requirements and coordinated the final/existing layout of the laterals/pipeline with the Engineer, including adjustments due to field conflicts with other utilities or structures above or below ground. It shall further be the Contractor's responsibility to modify any trench alignment - including conduit depth and structure alignment - necessary to protect and provide required minimum cover and clearance from existing underground utilities or structures. The cost of any re-alignment necessary to complete the work will be considered as part of the conduit and structure installation.

The Plans are schematic in nature. Contractor shall furnish and install all conduit required per the Plans or the standards of the utility companies including bends, couplings, and pole risers and encase with concrete where shown on the Plans or specified in the Contract Documents. All conduits shall have ¼ inch polypropylene pull rope installed including all service lateral runs to property line or other such designated point(s).

Stake or otherwise mark the terminus point of all conduit runs not terminating in a junction box, handhole or other such structure. Use a nail, metal stake, rebar or spike flush with the ground with

orange or red colored flagging or paint (in paved areas) to depict the terminus of the conduit. Secure the conduit ends with tape or other such plug to avoid contamination.

Protection

Insofar as practicable during the progress of the work, no pipeline, conduit, sewer, culvert, storm drain, drainage ditch, flood control channel, pole line, street lighting system, overhead wires or cables, or underground wires or cables, either main line structures or laterals and services, or any other structure or facility, shall be disturbed, but all should be supported and protected against injury and maintained in good operating condition at the expense of the Contractor. In no case shall any such property be disturbed or removed without the consent of the Owner. The Contractor shall be responsible for and make good all damage due to his operations. All operations of the contractor affecting flood control channels and drainage ditches, and the restoration thereof, shall conform to the requirements of the agency having jurisdiction.

All services shall be maintained throughout the course of the construction. In the case of a disruption of service, Contractor shall work diligently to restore the service with the minimum of outage and disruption.

In the event that an existing pull box, meter box or any other utility box is damaged by the Work and is not re-useable, the Contractor shall provide and install a new replacement pull box, meter box or any other utility box of identical type and size at no additional cost to the City.

Relocation

Utility relocations will be required within the Underground Utilities Assessment District as a result of the undergrounding improvements. Contractor shall coordinate with SCE, Crown Castle, and Frontier to schedule the noted relocations of utility pedestals and adjustments/replacement of vault lids.

All City-owned pull boxes, water meter boxes, water valve boxes, sewer cleanout boxes and survey monument boxes (collectively known as “utility boxes”) which are affected by the Work shall be replaced to finish grade with new utility boxes.

Contractor shall field verify that existing sewer lateral cleanouts do not interfere with proposed conduit trench locations shown on Plans. Any interfering sewer lateral cleanouts shall be relocated to back of property line per City Standard Plan No. 118.

8-2.5 COORDINATION WITH UTILITY COMPANIES

Coordination and Inspection

The Contractor is responsible for all coordination with the utility companies that is required to complete the Work.

The Contractor is responsible for ensuring that all inspections required to be completed by SCE, Crown Castle, and Frontier for all portions of the Work are scheduled and occur as required and so as to not delay the work.

All conduits, substructures, and ancillary improvements are required to be inspected by the associated utility company prior to being covered.

Turnover of Installation

The Contractor is responsible for ensuring that the installation of all underground infrastructure improvements is completed in a manner that will be accepted by SCE, Crown Castle, and Frontier. The Contractor is responsible for coordinating with all the applicable utility companies for the turnover of the undergrounded utilities and ensuring the utility companies' approval and acceptance of the undergrounded infrastructure improvements.

8-2.6 SEQUENCE OF WORK

Contractor shall submit to the City for approval a Sequence of Work plan that minimizes impacts to traffic flow due to closures and minimizes impacts to businesses and residents. The City must approve this Sequence of Work plan before work can begin.

8-2.7 WORK HOURS

Work hours shall be 8:00 AM-6:00 PM, Monday through Friday, with the exception of City holidays. Contractor must obtain prior approval from the City and notify all business entities affected by the planned work for any work outside of these hours, including work during nights and weekends.

8-2.8 NOTIFICATION OF RESIDENTS

Contractor shall submit for review and approval, a notification of work (Per Exhibit "C" (construction template) being performed for residents within a 500-foot radius of the work on this project and deliver these notifications to each resident impacted by the week's work on a weekly basis with a minimum of a three calendar day lead time. The notification shall include, at a minimum, the dates and times work shall be performed in the vicinity of the residence.

8-2.9 RECORD DRAWINGS

Contractor shall provide Engineer with marked up "Record Drawings" at the completion of the project. Contractor shall dimension from two (2) permanent points of reference, lot corners, sidewalk, or road intersections, etc., the locations of all the improvements, which were installed other than the exact locations shown on the Plans.

8-2.10 HOUSEKEEPING REQUIREMENTS

1. For the duration of the onsite Work, four (4) project identification signs shall be procured, placed, and maintained to notify residents of the Work. The Contractor must submit an exhibit with the proposed locations to the City for review and approval prior to the placement of the project identification signs. The Contractor must submit the message that will be displayed on the project identification signs to the City for review and approval prior to the placement of the project identification signs. The sign panel must measure at least 48 inches by 84 inches. Letter height must be at least 8 inches.
2. Do not store material or equipment at the job site(s). Maintain all job sites in neat and orderly condition at all times, with allowance for pedestrian access compliant with Americans with Disabilities Act and California Title 24 requirements.
3. The Contractor shall accommodate the City's trash collection. If the Contractor elects to work on a street or alley during its trash collection day, it shall be the Contractor's

responsibility to make alternative trash collection arrangements by contacting the City's Public Works Superintendent and all property owners.

8-2.11 TRAFFIC CONTROL

1. The Contractor shall maintain all existing pedestrian and vehicular access to all businesses and residences adjacent to the Project site at all times throughout the duration of the completion of the Work.
2. The Contractor shall obtain a City Permit for work performed in the right-of-way and provide the City with evidence of insurance coverage in compliance with Section 5-4, "Insurance", in the Special Provisions for this project.
3. It is the responsibility of the Contractor performing work on a public street to install and maintain the traffic control devices according to "Work Area Traffic Control Handbook" (WATCH), latest edition, to ensure the safe movement of traffic and pedestrians through or around the work area and provide maximum protection and safety to construction workers. The Contractor shall submit a traffic control/detour plan for approval and receive approval for the submitted traffic control plan/detour prior to start of work.
4. For the duration of the onsite Work, two (2) electronic changeable message board shall be procured, placed, and maintained to notify oncoming traffic of the Work in each direction on each of the streets impacted by the Work. The Contractor must submit an exhibit with the proposed locations to the City for review and approval prior to the placement of the message boards. The Contractor must submit the message that will be displayed on the message boards to the City for review and approval prior to the placement of the message boards.
5. A FLASHING ARROW BOARD IS MANDATORY FOR EACH LANE CLOSURE. They shall operate until traffic control is removed.
6. All travel lanes shall be open between 5:00 a.m. and 7:30 a.m. and between 6:30 p.m. and 9:00 p.m. One travel lane in each direction shall be open at all times between 8:30 a.m. and 3:30 p.m. unless otherwise indicated on plan. Flaggers may be used if one lane in each direction cannot be kept open with the approval of the Traffic Engineer. All traffic lanes shall be open before and after work hours.
7. All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours. The Contractor must provide a surface that is safe and suitable for the users of the facility (e.g. bicyclists, pedestrians, etc.) Steel plates utilized for trenching shall be capable of carrying H-20 wheel loading. Plates shall have a minimum width equal to the width of excavation plus 24 inches.
8. All signs, delineators, barricades, etc., shall conform to the "California Manual of Uniform Traffic Control Devices" (MUTCD), latest edition, and the "WATCH", latest edition. All barricades shall be equipped with flashing/steady burn warning lamps at night. All cones, delineators, barricades, and "k" rail shall be reflectorized. All traffic control shall be kept in their proper position at all times, and shall be repaired, replaced, or cleaned as necessary.

to preserve their appearance and continuity. Any devices not part of the required traffic control or detours shall be removed from the view of the travelling public immediately.

9. The Contractor shall notify the affected transit services at least two working days prior to construction and any impacts. Evidence of such notification shall be submitted to the City at least two working days prior to construction and any impacts.
10. Where necessary, properly post "TEMPORARY NO PARKING ANYTIME" signs at least 72 hours before start of work, and the type of sign and information included on the sign shall conform to the requirements included in the Right-of-Way Permit issued by the City. The Contractor shall notify the Police Department immediately upon posting signs.
11. Vehicular and pedestrian access to adjacent properties shall be provided at all times. Closed sidewalks shall be posted with "SIDEWALK CLOSED" signs at each approach to the closure and an approved alternate route provided. Closed bikeways shall be posted in accordance with the CA MUTCD, latest edition.
12. Protect traffic signal detectors in place or replace within five (5) calendar days of final paving. All detectors damaged by the work shall be replaced to the standards of the City Public Works Department.
13. Notify the Public Works Inspector at least 48 hours prior to any construction in the right-of-way. Notify Fire Dispatch at (424) 408-6200 and Police Dispatch at (310) 524-2750 prior to starting work or closing lanes/streets every day.
14. Contractor shall coordinate all work in the vicinity of schools with the school administrators to minimize construction impacts on special dismissal and school event days.
15. Any revisions to the traffic control/detour plans or requirements shall be approved by the Engineer.
16. The Contractor shall be responsible for the establishment, maintenance, and decommission when considered appropriate by the Engineer of the following:
 - a. Protection and restoration of existing improvements: Contractor shall protect, relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (i.e. signs, markings, striping, posts, curb, gutter, sidewalk, ADA detectable warning devices, asphalt, plants, irrigation infrastructure, fences, walls, structures, survey control monumentation, etc.) which are damaged or removed as a result of its operations or as required by the Plans and Specifications. Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions at contractor's expense to the satisfaction of the Engineer.
 - b. Paths of travel: Contractor is required to provide a bicyclist and pedestrian management plan to show how bicyclists and pedestrians are detoured around each construction area.
 - c. Private Improvements: Where private improvements appear to fall within the public right-of-way, Contractor shall request City to confirm the location of the right-of-

way or easement line prior to removal of said improvements. In the event that subsurface, surface, or overhead utilities, fences, structures, or other facilities are required to be disturbed or removed to permit the construction of the improvements as provided hereunder, such disturbance or removal shall be done only with the approval of the City upon notification of the owner or owners involved by the City. The Contractor shall coordinate his operations with those of the owner or owners concerned with the disturbances or removal of facilities so as to minimize the inconvenience imposed on all affected parties. Contractor shall not remove any improvements until such removal is authorized by City. When authorized, improvements shall be removed in such a manner as to leave a clean neat appearance. Existing landscaping, trees, hedges, or other such items shall be pruned as necessary to allow for the work within the right-of-way without impacting the health of the landscaping. If pruning is not a feasible or viable alternative, the landscaping shall be removed in its entirety within the limits of the impact along that particular fronting property.

PART 2 – CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS.

200-2 UNTREATED BASE MATERIALS.

200-2.1 General.

Replace the entire subsection with the following:

Materials for use as untreated base or subbase shall be crushed aggregate base.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS.

201-1 PORTLAND CEMENT CONCRETE.

201-1.1 General.

Add the following:

For Sidewalks, Concrete shall be Class 520-C-2500 Portland cement concrete per the City of Hermosa Beach Standard Plans for Public Works No. 106.

For Curb, and Curb and Gutter, Concrete shall be Class 520-C-2500 Portland cement concrete.

For Curb Ramps, Concrete shall be Class 520-C-2500 Portland cement concrete.

For Roadway Sections and Crossgutters, Concrete shall be Class 520-C-3250 Portland cement concrete.

For Residential and Commercial Driveways, Concrete shall be Class 520-C-3250 Portland cement concrete per the City of Hermosa Beach Standard Plans for Public Works No. 102 and 103.

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

SECTION 202 – MASONRY MATERIALS

202-1 BRICK

202-1.1 General

Add the following paragraph:

Contractor shall match existing pavement brick color and type. Contractor shall submit material specifications and sample for review and approval prior to installation.

203-6 ASPHALT CONCRETE.

203-6.1 General.

Add the following:

Asphalt concrete for trench construction shall be per the City of Hermosa Beach Standard Plans for Public Works No. 117. No reclaimed asphalt pavement (RAP) is allowed.

The Contractor shall furnish the Engineer with a copy of the mix design to be used for review and approval. Contractor shall furnish a legible, certified weight-master's certificate for each load of asphalt concrete delivered to the project.

PART 3 – CONSTRUCTION METHODS

SECTION 300 – EARTHWORK.

300-1 CLEARING AND GRUBBING.

300-1.1 General

Add the following:

Should the Contractor use the material on another project or dispose of it at a recycling facility, the Contractor shall submit weight tickets to the Engineer which reflect the amount of material reused or recycled. All costs relative to material recycling shall be included in the Bid for the items involved.

All removed materials shall become the property of the Contractors and shall be legally disposed of by the Contractor away from the site of work. Note: There are no authorized facilities within the City of Hermosa Beach.

Recycling of Concrete Removals: Removed concrete shall be taken by the Contractor to a concrete recycling/crushing facility approved to accept the material. The Contractor shall submit weight tickets from the facility to the Engineer. All costs relative to concrete recycling shall be included in the cost for Bid Item No. 3 – Undergrounding Utilities Complete and no additional compensation shall be allowed.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS.

301-1 SUBGRADE PREPARATION.

301-1.1 General.

Add the following:

Crushed Aggregate Base (CAB) is required under all PCC and AC improvements as shown on the Plans.

A minimum of 4 inches of CAB shall be placed under sidewalks and access ramps.

A minimum of 8 inches of CAB shall be placed under curb and gutter.

CAB shall conform to the requirements of Section 200-1.

301-1.7 Payment.

Add the following:

There shall be no separate payment for placement and preparation of subgrade material under curb, curb and gutter, sidewalks, and access ramps; all costs thereto shall be considered included

in the Contract unit prices for the items of work for which subgrade material is required and no additional compensation shall be made therefor.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION.

303-4 MASONRY CONSTRUCTION

303-4.2 Brick Masonry

Add the following:

Contractor shall restore existing brick paving in kind.

303-4.2.4 Measurement and Payment

Replace entire subsection with the following:

Payment for Brick Masonry shall be included in the cost for Bid Item No. 3 – Undergrounding Utilities Complete and no additional compensation shall be allowed.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1 Requirements

303-5.1.1 General.

Add the following:

PCC access ramps, sidewalks, and driveways shall not be poured monolithically with any new concrete adjacent to them.

Add the following sections:

303-5.1.4 Curbs, Gutters

Unless otherwise approved by the Engineer, the entire affected concrete curb or curb and gutter portion shall be removed by sawcutting the adjacent AC pavement three (3) feet from the edge of the area to be removed. The Contractor shall reconstruct this three-foot-wide section in accordance with Standard Plan 111-5 of the SPPWC or as directed by the Engineer.

Curb and curb and gutter shall be constructed within 72 hours of removal of sidewalks, ADA curb ramp, and curb and gutter in each location. Clearing and grubbing shall be in accordance with Section 300-1, per the SSPWC, including removal and disposal of materials, and pruning and removal of interfering tree roots underneath or adjacent to existing access ramp.

The Contractor shall contact the Engineer a minimum of 24 hours prior to performing any excavations within a 25-foot radius of a street tree. Any damage to the street tree may result in

tree replacement by Contractor or payment of replacement costs by Contractor based on the value of the damaged tree.

303-5.1.5 Walk.

Sidewalk shall be constructed within 72 hours of removal of sidewalks in each location. The Contractor shall remove all existing concrete sidewalk shown on the plans to the nearest control joint. Clearing and grubbing shall be in accordance with Subsection 300-1, per the SSPWC, including removal and disposal of materials, and pruning and removal of interfering tree roots underneath existing sidewalk or adjacent to sidewalk.

Finished surfaces shall match the finish and color of adjacent concrete.

The Contractor shall be responsible for protecting newly constructed concrete improvements from damage. Contractor shall remove and replace all concrete damaged prior to acceptance. Concrete shall be replaced score line to score line unless otherwise directed by the Engineer. Patching damaged concrete is not allowed.

The Contractor shall contact the Engineer a minimum of 24 hours prior to performing any excavations within a 25-foot radius of a street tree. Any damage to the street tree may result in tree replacement by Contractor or payment of replacement costs by Contractor based on the value of the damaged tree.

The expansion joint and weakened joint pattern shall be maintained and reconstructed, unless otherwise directed by the Engineer.

The Contractor shall mark all manholes, valves, substructures, survey monuments, vaults, utility boxes, or any other items that are visible on the surface and that will interfere with constructing a fully compliant sidewalk. The Contractor shall protect and adjust to grade any such items to match grade of the surrounding concrete to the satisfaction of the Engineer.

Vegetation interfering with construction operations shall be carefully trimmed without damaging the integrity of the vegetation. Vegetation, which must be removed for construction, shall be removed, and disposed of by the Contractor. The Contractor shall protect in place or reconstruct any irrigation lines and sprinkler heads hindering (and adjacent to) the construction activity area as directed by the Engineer. Damage to existing irrigation lines and sprinkler heads shall be replaced at Contractors expense.

303-5.1.6 Alley Intersections, Access Ramps, and Driveways.

Unless otherwise approved by the Engineer, the entire affected concrete curb or curb and gutter portion shall be removed by sawcutting the adjacent AC pavement three (3) feet from the edge of the area to be removed. The Contractor shall reconstruct this three (3) foot-wide section in accordance with Standard Plan 111-5 of the SPPWC or as directed by the Engineer.

Curb ramps shall be constructed within 72 hours of removal of sidewalks, ADA curb ramp, and curb and gutter in each location. Clearing and grubbing shall be in accordance with Section 300-1, per the SSPWC, including removal and disposal of materials, and pruning and removal of interfering tree roots underneath or adjacent to existing access ramp.

The Contractor shall contact the Engineer a minimum of 24 hours prior to performing any excavations within a 25-foot radius of a street tree. Any damage to the street tree may result in

tree replacement by Contractor or payment of replacement costs by Contractor based on the value of the damaged tree.

Where necessary to match existing grades at the back or side of the ramp, the Contractor shall construct a rear curb for curb ramps. Curb height shall be constructed to match existing grade. Where existing walls are adjacent to curb ramp construction, the rear side curb shall be constructed to protect existing walls. Contractor shall protect in place existing vegetation and miscellaneous items adjacent to rear curb for access ramps adjacent to private property.

The Contractor shall mark all manholes, valves, substructures, survey monuments, vaults, utility boxes, or any other items that are visible on the surface and that will interfere with constructing a fully ADA-compliant curb ramp. The Contractor shall protect and adjust to grade any such items to match grade of the surrounding concrete to the satisfaction of the Engineer.

Vegetation interfering with construction operations shall be carefully trimmed without damaging the integrity of the vegetation. Vegetation, which must be removed for construction, shall be removed, and disposed of by the Contractor. The Contractor shall protect in place or reconstruct any irrigation lines and sprinkler heads hindering (and adjacent to) the construction activity area as directed by the Engineer. Damage to existing irrigation lines and sprinkler heads shall be replaced at Contractors expense.

The Contractor shall relocate existing facilities such as street sign poles that are within the curb ramp area that conflict with the new proposed improvement. Any damaged signs due to construction shall be replaced at the Contractor's expense. The new location for such facility shall be as directed by the Engineer, if not already included in the plans, in the field and shall be within the general vicinity of the existing.

The Contractor shall tie down any survey monuments/markers obliterated during construction and reestablish said monuments/markers following construction.

303-5.1.7 Detectable Warning Surface.

Access ramps shall have a single piece prefabricated detectable warning surface with dimensions of 36 inches (perpendicular to curb) by 48 inches (parallel to curb).

Detectable warning surface(s) shall be Armor-Tile Tactile Systems, Yellow Detectable Warning Tiles, or equivalent by a single manufacturer of Cast In Place Detectable/Tactile Warning Surface Tiles, cast-in-place, and installed per manufacturer's recommendation. All material submittals must be submitted and approved by the Engineer prior to commencement of construction. The finished surfaces of the detectable warning tiles shall be free from blemishes. Panels may have embedded frames with replaceable surfaces or non-removable surfaces.

Tiles/Panels are to be cut so that they align flush with any curved edges or radius of the curb ramp.

Prior to constructing all cast-in-place detectable warning tiles, the Contractor shall demonstrate the ability to produce a detectable warning tile conforming to the details shown on the Plans and these Special Provisions by constructing a test panel at one of the curb ramp locations.

The manufacturer shall provide a written and signed 5-year warranty equal to or exceeding the remedies by Armor-Tile Tactile Systems for prefabricated detectable warning tiles), guaranteeing

replacement when there are defects in workmanship and material including deterioration, breakage and delamination. The warranty period shall begin upon acceptance of the Contract. A signed warranty shall be provided to the City prior to final progress payment and release of retention.

303-5.1.7.1 Quality Assurance.

Installer shall be an experienced installer qualified for installation, who has successfully completed installations similar in material, design, and extent to that indicated for project.

Contactor shall use only approved DSAAC detectable warning products as provided in the California Code of Regulations (CCR) Title 24, Part 2, Cast In Place Detectable/Tactile Warning Surface Tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes or a homogenous glass and carbon reinforced composite, which is colorfast, and UV stable. The tile shall incorporate an in-line pattern of truncated domes measuring nominal 0.2" height, 0.9" base measured side by side and a center-to-center spacing of 1.67" minimum and 2.35" maximum. For safety, the field area shall consist of a non-slip surface with a minimum of 40 – 90 degrees raised points 0.045" high, per square inch; "Armor-Tile" as manufactured by Engineered Plastics Inc., ADA Solutions or approved equal.

Detectable/tactile warning surface tiles shall meet or exceed the following requirements:

1. Water Absorption of Tile when tested by ASTM D 570-98 not to exceed 0.07%
2. Slip resistance of tile when tested by ASTM C 1028-96 the combined wet and dry static coefficients of friction not to be less than 0.80 on top of domes and field area when wet.
3. Compressive strength of tile when tested by ASTM D 695-02a not to be less than 28,000 psi.
4. Tensile strength of tile when tested by ASTM D 638-03 not to be less than 11,000 psi.
5. Flexural strength of tile when tested by ASTM D 790-03 not to be less than 25,000 psi.
6. Chemical stain resistance of tile when tested by ASTM D 543-95 (re- approved 2001) to withstand without discoloration or staining –10% hydrochloric acid, urine, saturated calcium chloride, black stamp pad ink, chewing gum, red aerosol paint, 10% ammonium hydroxide, 1% soap solution, turpentine, urea 5%, diesel fuel and motor oil or no deterioration per ASTM 1308.
7. Resistance to wear of unglazed ceramic tile by taber abrasion per ASTM C501-84 (re-approved 2002) shall not be less than 500.
8. Fire resistance of tile when tested to ASTM E 84-05 flame spread shall be less than 20.
9. Accelerated weathering of tile when tested by ASTM G 155 for 2000 hours shall exhibit the following result - DE<5.0, as well as no deterioration, fading or chalking of surface.
10. Salt and spray performance of tile when tested to ASTM B 117-03 not to show any deterioration or other defects after 200 hours of exposure.
11. Accelerated aging and freeze thaw test of tile and adhesive system when tested to ASTM

D 1037-99 shall show no evidence of cracking, delamination, warp age, checking, blistering, color change, loosening of tile or other detrimental defects or no disintegration per ASTM 1026.

303-5.1.7.2 Site Conditions.

Maintain minimum temperature of 40 degrees Fahrenheit in spaces to receive Cast in Place Detectable/Tactile Warning Surface Tiles for at least 24 hours prior to installation, during installation, and for not less than 24 hours after installation.

The use of water for work, cleaning, or dust control, shall be contained and controlled and shall not be allowed to come into contact with the general public. Provide barricades or screens to protect the general public.

303-5.1.7.3 Installation Procedure.

Installation shall be in strict accordance with manufacturer's recommendations. During tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

The specifications of the structural adhesives, fasteners, and related materials shall be in strict accordance with the Contract Documents and the guidelines set by their respective manufacturers.

The physical characteristics of the concrete shall be consistent with the Contract Specifications while maintaining a slump range of 4 – 7 to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float. Under these conditions, suitable weights such as 2 concrete blocks or sandbags (25 lb.) shall be placed on each tile.

The concrete pouring and finishing operations require typical mason's tools, however, a smart level with electronic slope readout, 25 lb. weights, and a large rubber mallet can be used for the installation of the Cast-In-Place System. A vibrating mechanism such as that manufactured by Vibco can be employed, if desired. The vibrating unit should be fixed to a soft base such as wood, at least 1-foot square.

The factory-installed plastic sheeting must remain in place during the entire installation process, to prevent the splashing of concrete onto the finished surface of the tile.

When preparing to set the tile, it is important that no concrete be removed in the area to accept the tile. It is imperative that the installation technique eliminates any air voids under the tile. Holes around the tile perimeter allow air to escape during the installation process. Concrete will flow through the large holes in each vane on the underside of the tile. This will lock the tile solidly into the cured concrete.

The concrete shall be poured and finished true and smooth to the required dimensions and slope prior to the tile placement. Immediately after finishing concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the Contract drawings. The Cast-In-Place Tiles shall be tamped (or vibrated) into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete surface. The Contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes. The tolerance for elevation differences between tile and adjacent

surface is 1/16".

Immediately after tile placement, the tile elevation is to be checked to adjacent concrete. The tile elevation and slope should be set consistent with Contract drawings to permit water drainage to curb as the design dictates.

While concrete is workable, a 3/8" radius edging tool can be used to create a finished edge of concrete. A steel trowel can be used to float the concrete around the tile's perimeter, flush to the field level of tile.

During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, no leaning or external forces placed on the tile to rock the tile, causing a void between the underside of tile and concrete.

Following tile placement, review installation tolerances to Contract Drawings and adjust tile before the concrete sets. Two suitable weights of 25 lb. each can be placed on each tile as necessary to ensure solid contact of the underside of tile to concrete.

Following the curing of the concrete, protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife, tight to the concrete/tile interface. If concrete bled under the plastic, a soft wire brush will clean the residue without damage to the tile surface.

Tiles can be cut to custom sizes, or to make a radius, using a continuous rim diamond blade in a circular saw or mini grinder. Use of a straightedge to guide the cut is advisable where appropriate.

Any sound-attenuating plates on the underside of the tile, which are dislodged during handling or cutting, should be replaced, and secured with construction adhesive. The air gap created between these plates and the bottom of the tile is important, in preserving the detect-ability properties of the Armor-Tile System.

303-5.9 Measurement and Payment.

Replace the entire section with the following:

Payment for concrete curbs, walks, gutters, cross gutters, alley intersections, access ramps, and driveways shall be included in the cost for Bid Item No. 3 – Undergrounding Utilities Complete and no additional compensation shall be allowed therefor.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

Add the following:

306-1.1 Pipe Laying

All conduit work shall be performed per the Plans, the Standard Specifications and these Special Provisions. Conduit work shall include all bends, couplings, sweeps, risers, fittings, connections, and all necessary appurtenances. All conduits shall have ¼ inch polypropylene pull rope installed including all service lateral runs to property line or other such designated point(s).

Stake or otherwise mark the terminus point of all conduit runs not terminating in a junction box, handhole or other structure. Use a nail, metal stake, rebar or spike flush with the ground with orange or red colored flagging or paint (in paved areas) to depict the terminus of the conduit. Secure the conduit ends with tape or other such plug to avoid contamination. Installation of pull rope in all conduits shall comply with appropriate sizes and type per applicable utility company standards. Installation of plugs and markers shall comply with the applicable utility company standards. Mandrel all installed conduits to the satisfaction of the utility company inspector(s), including testing and re-mandreling as necessary.

Conduit material for SCE facilities shall be as specified on SCE substructure plans.

Conduit material for Crown Castle facilities shall be as specified on Crown Castle substructure plans.

Conduit material for Frontier facilities shall be Schedule 40 PVC, except for riser pipe, which shall be Schedule 80 PVC.

306-3 TRENCH EXCAVATION

306-3.1 General

Add the following:

This section includes specifications for trench excavation, construction of buried conduits, testing, backfill, and resurfacing.

Installation of underground utility facilities shall conform to the requirements per City Standard Plan No. 117, the Plans, the Standard Specifications and these Special Provisions.

Contractor shall submit trench shoring plan with design of shoring, sheeting, bracing or other provisions. Trench shoring shall be prepared by a State of California-licensed Civil or Structural Engineer. The acceptance of the trench shoring plans submitted is only an acknowledgement of the submission and does not constitute review or approval of the designs, design assumptions, criteria, completeness, applicability to areas of intended use, or implementation of the plans, which are solely the responsibility of the Contractor and its California-licensed Civil or Structural Engineer.

The Contractor shall perform all excavation necessary or required for the construction of the improvements as shown on the drawings. Excavations shall include the removal and disposal of all materials of whatever nature encountered, including all obstructions of every nature that would interfere with the proper execution and completion of the Work. The Work shall include all pumping, ditching, and other required measures for the removal or exclusion of water.

Add the following subsection:

306-3.1.1 Trench Excavation and Subgrade

General: Trenches shall be excavated to a line and grade and be of a minimum width necessary for proper conduit installation. Where exclusive trench work is needed, the minimum conduit cover identified in each utility owner's current standard specification or installation guide shall be followed. All trenches called for to be excavated in a utility easement which runs through private or public property shall be hand dug, unless otherwise approved by the Engineer.

Except as otherwise provided herein, excavation for the improvements shall be in open-cut trenches. The maximum length of open trench shall not be greater than 300 feet, or the distance to accommodate the amount of conduit installed in a single day, whichever is the lesser. The distance is the collective length including excavation, conduit laying and backfill which has not been temporarily resurfaced.

Trench width shall be in conformance with City Standard Plan No. 117.

Access to Trenches: Safe and suitable ladders which project two feet above the top of the trench shall be provided for all trenches over five feet in depth. One ladder shall be provided for each one-hundred feet of open trench, or fraction thereof, and be so located that workers in the trench need not move more than fifty feet to a ladder.

Public Access: Whenever required for the convenience and access of the public or individual residents, at saw crossings, at private driveways, or elsewhere, the Contractor shall provide suitable temporary bridges or steel plating over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the individuals or public authorities concerned to omit such temporary bridges. Contractor shall refer to Section 601-1 of the Standard Specifications and these Special Provisions for steel plates for temporary bridges.

Temporary Surfacing: Immediately after completion of backfilling in paved streets and roadways, a two-inch layer of temporary asphalt concrete paving, the mix thereof to be approved by the City, shall be placed and rolled over the backfill. Temporary surfacing shall be of such quality and so placed and maintained as to provide a smooth surface level with adjacent existing paving. At no time shall excavation operations advance ahead of temporary paving by distance of 300 feet. Temporary surfacing shall remain in place until permanent resurfacing is placed. All streets and roads used shall be kept free from dust, mud, rocks, and gravel.

Drainage: The Contractor shall take care of drainage water from the construction operations, and of storm water and wastewater reaching the site of the work from any source. The Contractor shall be responsible for any damage to persons or property on or off the right-of-way due to such drainage water or to interruption or diversion of such storm water on account of his operations. Contractor shall refer to Section 3-12.6 of the Standard Specifications and these Special Provisions for water pollution control.

Supports: Excavations shall be supported in a safe manner meeting the requirements of the California Division of Industrial Safety. For supports for excavations five feet or greater in depth, Contractor shall submit a trench shoring plan in compliance with Section 306-3 of the Standard Specifications and these Special Provisions.

Excess Excavation: Whenever excavation is made below the required trench bottom, suitable and approved bedding material (in conformance with City Standard Plan No. 117 and Section 306-6

of the Standard Specifications) shall be used to bring the trench back to proper grades. Properly moistened approved bedding material shall be deposited in the trench in uniform layers not exceeding six (6) inches thick and compacted to 90% minimum relative compaction. The material shall be compacted by use of power-driven tampers of an approved type and in a manner satisfactory to the Engineer. The trench bottom shall then be prepared to receive the conduits or other such structures as indicated by the plans.

Rock: Where rock or similar hard and unyielding material is encountered, the trench shall be over excavated to provide a minimum of six (6) inches below all conduit and accessories, and refilled to foundation grade with granular materials, suitable for bedding.

Bell Holes: Conduit shall be laid only on properly prepared trench bottom shaped to provide continuous contact with the pipe. Bell holes are not required.

Excess Material: Excess excavated material removed from site shall be disposed of by the Contractor at his expense at a disposal site approved by the Engineer. The route (through the City) for trucks hauling excess excavated material shall be approved by the Engineer prior to removal of any material from the project area. The amounts, type, and destination of disposed excess excavated material shall be properly documented in writing to the City.

Compaction: After conduit installation, trench bedding and backfill shall include sand shading and compaction to the satisfaction of the Engineer, in conformance to the project plans, City Standard Plan No. 117, Subsection 306-6 of the Standard Specifications, and these Special Provisions. Select material taken from excavation shall be free from stones or boulders larger than two inches in diameter, from chunks of pavement, and from large unbroken masses of earth, free of tree roots, branches, and sticks. Imported granular backfill material shall be approved loose, granular materials, free from humus, and having a sand equivalent value of not less than 30 as determined by laboratory tests. The Contractor, at their own expense, shall submit a certification of material quality to the Engineer prior to placement.

Select or imported granular backfill shall be placed simultaneously on both sides of the conduit and shall be completely worked around the conduit and consolidated by sluicing or jetting with water. Before additional material is placed upon the portion of the backfill consolidated by sluicing or jetting an adequate interval of time, as determined by City, shall be allowed to permit reduction of the water content to a degree affording maximum practicable compaction. After the water has drained out as required, the Contractor shall use water jets or other approved means to increase the consolidation until no further consolidation can be obtained. Only material susceptible to satisfactory consolidation by sluicing and jetting shall be used for granular bedding and backfill.

Material used for the remainder of the backfill above the top of the conduit shall be selected from that removed from the excavation or shall be imported at the option of the Contractor, brought to near optimum moisture content and compacted by jetting with water or by mechanical equipment. Equipment used for compaction when earth cover on the conduit is three (3) feet or less shall be rollers or vibratory tampers. Use of equipment which compacts by impact will not be permitted.

306-14 MEASUREMENT

Delete this subsection.

306-15 PAYMENT

Replace entire section with the following:

Payment for open trench conduit construction shall be included in the cost for Bid Item No. 3 – Underground Utilities Complete and no additional compensation shall be allowed.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS.

314-1 GENERAL.

Replace the last paragraph with the following:

All pavement markers shall be thermoplastic.

314-2 REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-2.1 General.

Replace the first paragraph with the following:

Striping and markings shall be removed by wet sandblasting and all sand shall be removed without delay as the sandblasting operation progresses. All sand-blasted asphalt pavement shall be sealed with an asphalt emulsion (SS-1H Emulsified Asphalt). The Contractor shall remove and replace any new construction work that has been altered by graffiti markings and blemishes at no additional cost to the City.

314-2.3 Payment.

Replace the entire subsection with the following:

Payment for removal of traffic striping and curb and pavement markings shall be included in the cost for Bid Item No. 10 – Restore Existing Thermoplastic Striping and no additional compensation shall be allowed.

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

314-4.1 General

Add the following:

Temporary traffic striping and markings shall be applied as soon as possible but no later than 24 hours after the finish course has been placed.

314-4.4.6 Payment.

Replace the entire subsection with the following:

Payment for application of traffic striping and curb and pavement markings shall be included in the cost for Bid Item No. 10 – Restore Existing Thermoplastic Striping and no additional compensation shall be allowed.

Add the following section;

SECTION 315- PULLBOXES, HANDHOLES, UTILITY BOXES, VAULTS, AND COMPONENTS

315-1 General

The Contractor shall furnish and install all junction boxes and vaults as necessary or as shown on the Plans, Standard Specifications, these Special Provisions, and the Utility Company's standards. If located in the roadway or traffic areas, traffic-rated covers (to meet H-20 loading) are required. All junction boxes, handholes, vaults pull boxes, and components, such as vault covers, ladder, vents, and vent pipes, shall meet or exceed the requirements of the utility companies. Contractor shall lay out all junction boxed, handholes, vaults, pull boxes, etc. to ensure that structures do not compromise street integrity and are located out of drainage courses and street flowline. Layout to be approved by the Engineer prior to construction.

Backfill Around Transformer Enclosures: Backfill between the transformer enclosures and natural soil shall consist of a mixture of ten parts of sand to one part of Portland cement. Water shall be added to the mixture to produce a slurry which will fill voids when placed in the excavation.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION.

Add the following subsections:

400-4 TREES.

The Contractor shall take care to protect all trees not approved for removal by the Engineer.

There shall be no separate payment for protection of existing trees; all costs thereto shall be considered included in the Contract unit prices for the items of work for which the protection is required and no additional compensation shall be allowed therefor.

400-5 SIGN POST.

Contractor shall remove existing sign post from parkway when shown on Plans to be removed by excavating to a depth necessary to remove the post and any existing foundation or anchoring assembly. Contractor shall protect and store the existing post and signs for reinstallation.

Contractor shall install a new anchoring assembly and reinstall the existing post with signs.

Contractor shall obtain approval by the Engineer of sign placement before permanently installing the new post. All signs and posts shall be reset the same day as the existing signs and posts are removed.

The bottom of the lowest sign shall be 7 feet above the sidewalk, if applicable. The lowest sign can be lower in the parkway if approved by the Engineer in writing.

Payment for REMOVE, PROTECT, AND REINSTALL SIGN POST AND SIGNS shall be included in the cost for Bid Item No. 3 – Undergrounding Utilities Complete and no additional compensation shall be allowed.

SECTION 401 – REMOVAL.

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

Add the following subsections:

401-3.4 Parkway Concrete and Brick.

Existing parkway concrete areas shown on Plans, or as requested by Engineer, shall be removed using pneumatic tools or hand tools approved by the Engineer. Contractor shall take care to protect adjacent sidewalk, curb, gutter, and other improvements. Existing improvements damaged during removal operations shall be repaired at Contractor's expense. Parkway concrete shall be disposed of immediately following removal.

Existing brick areas are not shown on Plans and shall be removed and replaced by hand or hand tools. Contractor shall take care to protect adjacent sidewalk, curb, gutter, and other improvements. Existing improvements damaged during removal operations shall be repaired at

Contractor's expense. Existing brick shall be replaced in kind, or with existing non-damaged brick for final restoration.

Payment to remove and replace the existing brick areas shall be included in the cost for the bid item related to that area's surface restoration and no additional compensation shall be allowed.

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

Delete this section and replace it with the following:

Utility manhole, vault frames, valve covers, and sewer and storm drain manholes within an area to be paved or graded will be set to finish grade by the Contractor. The Contractor shall remove all debris from the interior of manholes and shall clean all foreign material from the top of the frames and covers.

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

Add the following:

Adjusting valve covers to grade shall conform to the requirements of the respective utility owner and the following:

Prior to placement of asphalt concrete pavement, the Contractor shall locate all manhole and valve covers and set such reference points as necessary to find the covers during pavement replacement of A.C. overlay. The Contractor shall install 12-inch long, 6-inch diameter galvanized steel split sleeves in each valve cover and coat each valve box cover with diesel oil or other solvent prior to pavement placement. Immediately after placement of the asphalt by a Barber Green or similar paving machine and prior to any rolling, the valve covers and split sleeves shall be raised through the uncompacted pavement and the asphalt shall be cleaned off the valve covers. The rolling operation will set the valve covers to finish grade. After the final pavement rolling, the Contractor shall free all valve covers from the pavement and remove any loose asphalt that may have entered the valve covers during the paving operations. The Contractor shall provide all labor, materials, and equipment necessary for raising the valve covers to grade.

403-4 Measurement

Delete this section.

403-5 Payment

Delete this section and replace it with the following:

Payment for adjusting manhole frames and cover sets, meter and valve boxes and covers shall be included in the cost for Bid Item No. 3 – Undergrounding Utilities Complete and no additional compensation shall be allowed.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL.

Add the following:

Access to street intersections, public and private parking lots, commercial businesses, residences, and other public and private properties shall be maintained at all times. At least 72 hours in advance of commencing any work that may affect the access to private properties, the Contractor shall provide construction notices to adjacent residential properties, and commercial establishments. The Construction Notice template (attached on “Exhibit C Construction Notice Template”) shall be modified by the Contractor and sent to the Engineer for review and approval. The Contractor shall distribute notices to residents and commercial establishments affected by construction once approved by the Engineer. Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work which cannot be accomplished without access restriction.

When access must be restricted, as determined by the Engineer, it shall occur only for the time period required to accomplish the particular item of work.

Modifications to traffic control shall be performed to correct any deficiencies in traffic flow (vehicular, bicycle, pedestrian, etc.) as deemed necessary by the Engineer or Public Works Inspector.

All traffic lanes shall be open for public use on the days and at the times specified below:

1. Saturdays, Sundays, and legal holidays: from 12:00 a.m. to 11:59 p.m.
2. Fridays and any day preceding a legal holiday: from 6:00 p.m. to 11:59 p.m.
3. All days not covered in 1 and 2 above: 12:00 a.m. to 8:00 a.m. and 6:00 p.m. to 11:59 p.m.
4. Non-construction hours: all hours when the Contractor's employees are not physically present at the construction site actively performing Contract work.
5. In the vicinity of any Elementary or Middle School, the Contractor shall determine arrival and departure times of said school and shall provide for adequate traffic control for any school age pedestrian and/or bicycle routes to the school during the arrival and departure periods. The submittal of traffic control plans shall include arrival and departure times for each school. At no time will traffic control be allowed in the immediate vicinity so as to cause a hazard to a school pedestrian crosswalk during arrival and departure time periods.

On those days and hours when closure of traffic lanes is not prohibited under the provisions of the preceding subparagraph A, no more than one lane may be closed at any time during construction hours. During any lane closure, Type II flashing arrow boards shall be used in accordance with the most recent edition of the CA MUTCD.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES.

601-1 GENERAL.

Replace the first paragraph with the following:

Temporary traffic control (TTC) for construction and maintenance work zones shall conform to the latest version of Part 6 of the California MUTCD, the Specifications, and the temporary control plan (TCP) required to be prepared by the Contractor and submitted as a submittal for review and acceptance by the City.

Replace the last section of the section with the following:

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular, bicycle and pedestrian traffic.

The Contractor shall be responsible for the protection of vehicular, bicycle, and pedestrian traffic until the Work called for in the Plans, the Standard Specifications, and Special Provisions have been accepted by the Engineer. Contractor shall submit vehicular, bicycle, and pedestrian traffic control plans/detour plans for review and approval prior to beginning work.

The Contractor shall notify the Engineer of intent to begin work following notice to proceed before work is to begin. The Contractor shall cooperate with the Engineer relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way nor on any section where traffic is restricted at any time.

During any period when two-way traffic is not provided, as approved by the Engineer, the Contractor shall employ flaggers to control traffic through the construction zone.

The Contractor shall notify the Engineer of any operation that will affect two-way flow of traffic more than five minutes for every half hour of working time, at least two working days in advance of such operation. Submitted traffic control plans must be signed/stamped by a licensed Traffic Engineer.

If the Contractor fails to maintain and control traffic at any time during the construction period such that the safety to public vehicular, bicycle and/or pedestrian traffic is compromised in any way in the opinion of the Engineer or the City Police Department, the City will require the Contractor to stop work and open all traffic lanes, or immediately modify the traffic control plan, subject to approval by the City, to ensure that the unsafe situation is corrected. If, due to the nature of the work, it is impossible to open all traffic lanes, or the Contractor is unable to immediately modify the traffic control plan to restore safe and adequate traffic control, the City may mobilize emergency forces to re-establish adequate and safe traffic control. The emergency forces may include Police Department, Operations and Maintenance Division, Engineering Division, Contractors or consultants hired by the City or other personnel as required to re-establish adequate

and safe traffic control.

The Contractor shall pay for the full and complete time and material cost for any emergency response by City forces and firms hired by the City as described herein. This payment shall be in addition to the liquidated damages provided for in Section 6-9 of these specifications. Contractor agrees to pay such costs as provided for in this paragraph, and in case the same are not paid, Contractor agrees that City may deduct the amount of such costs from any money that is due or that may be due the Contractor under the Contract. The Contractor shall not be entitled to any delay claims for work stopped by the City in order to correct an unsafe traffic condition, regardless of whether traffic control was set up in accordance with an approved traffic control plan.

601-3.5 Signs and Signage.

601-3.5.1 General.

Replace the entire subsection with the following:

Signs shall conform to the most recent edition of the CA MUTCD and the "Work Area Traffic Control Handbook," published by Building News, Inc. Each sign shall consist of a base, standard or framework, and a sign panel. Sign units shall be capable of being delivered to the work site and placed into immediate operation.

Signs shall include all temporary signs required for the direction of traffic through or around the work site. Sign placement shall conform to the documents listed above and the Traffic Control Plan.

Advance warning signs shall be provided with orange warning flags in advance of temporary stop signs. Temporary stop signs are required any time a traffic signal is dark. Temporary stop signs shall be mounted at 7 feet high.

The Contractor shall post standard "NO PARKING" construction zone signs 72 hours prior to construction, not more than 50 feet apart within the work area, showing the date and time of construction. "NO PARKING" signs are to have the language "By order of the H.B.P.D. 310-318-0360 CVC 22658 / HBMC 10.32.220 & 10.12.040" on the signs. Signs can be obtained from the City.

601-3.5.2 Payment.

Replace the entire subsection with the following:

Payment for temporary traffic control signs and signage shall be made per the Contract bid price for TRAFFIC CONTROL on a lump sum basis and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents. Should the Engineer require any modifications to the traffic control, such changes shall be implemented at no additional cost to the City.

601-3.6 Channelizing Devices.

601-3.6.1 General.

Add the following:

Channeling devices shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed 25 feet on tangents or 10 feet on curves.

Fluorescent traffic cones shall be new or reconditioned, and of good commercial quality flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be a highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be at least 28 inches. The base shall be of sufficient weight and size or shall be anchored in a manner such that the traffic cone will remain in an upright position.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent traffic cones exceed 25 feet on tangents or 10 feet on curves.

Only one type of channelizing device shall be used at any one time.

Channelizing devices shall be placed at all locations shown on the Traffic Control Plan and at such locations as directed by the Engineer.

Channelizing devices shall be left in place at their designated locations, maintained, repaired, and replaced as required until their removal is approved by the Engineer.

If the channelizing devices are damaged, or are not in an upright position, for any reason, said devices shall immediately be replaced, or restored to their original locations in an upright position, by the Contractor, 24 hours per day, 7 days per week for as long as required by the City.

Payment for temporary traffic channelizing devices shall be made per the Contract bid price for TRAFFIC CONTROL on a lump sum basis and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents. Should the Engineer require any modifications to the traffic control, such changes shall be implemented at no additional cost to the City.

Add the following subsection:

601-7 PAYMENT.

Payment for TRAFFIC CONTROL shall be made on a lump sum basis and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the Contract Documents. Should the Engineer require any modifications to the traffic control, such changes shall be implemented at no additional cost to the City.

EXHIBIT “A” – SCHEDULE OF PERFORMANCE

CIP NO. 114

GREENWICH VILLAGE NORTH

UNDERGROUND ASSESSMENT DISTRICT

SECTION 1. BEGINNING OF WORK, TIME OF COMPLETION

1. Attention is directed to the provisions of Section 6-1 ("Construction Schedule and Commencement of the Work"), Section 6-1.1 ("Construction Schedule"), and Section 6-9 ("Liquidated Damages") of the Standard Specifications, and these Special Provisions.
2. The Contractor shall complete work within ten **(10)** working days after receiving Notice to Proceed No. 1.
3. The Contractor shall complete work within fifty **(50)** working days after receiving Notice to Proceed No. 2.
4. The Contractor shall complete work within ninety **(90)** working days after receiving Notice to Proceed No. 3.
5. The Contractor and its securities will pay the sum of two thousand dollars (\$2,000) as liquidated damages for each consecutive calendar day of delay in the performance of the Work in the Contract Documents and as shown on the Plans.

EXHIBIT “B” – SOLID WASTE REPORTING

CIP NO. 114

GREENWICH VILLAGE NORTH

UNDERGROUND ASSESSMENT DISTRICT

SOLID WASTE REPORTING

Pursuant to the California Integrated Solid Waste Management Act of 1989, the City is required to report the amount of solid waste generated within the City and the disposal of that waste with the ultimate required goal of being a reduction of at least 50% in the amount of solid waste being disposed in landfills. To permit the City to comply with this State law, the Contractor is required to complete the Solid Waste Report form, a copy of which is included in these Special Provisions. The report includes a summary of the solid waste generated by the project, a summary of solid waste disposed of at Class III landfills and a summary of solid waste diverted from disposal through recycling and re-use. The Contractor may use a self-generated report format that includes all of the information included on the City form.

The report shall be filed with the City after project completion and prior to final payment. If the project time span includes more than one calendar year, a separate report is required for the solid waste in each calendar year. A report for a calendar year that does not coincide with project completion shall be filed with the City on or before January 31st.

Supporting documents to be submitted with the report shall include legible copies of weigh tickets, receipts, or invoices that specifically identify the job site location that generated the waste materials. If materials are taken to a location where weigh tickets, receipts, or invoices are not available, the Contractor shall provide the documentation on its own company letterhead.

The Contractor is encouraged to divert solid waste from disposal at landfills through recycling and re-use when possible while maintaining compliance with all other Contract Documents and Special Provisions.

Contractor's Construction and Demolition Waste Diversion Reporting Form								
Job Site Address (where waste was generated):								
City Permit No.:								
Material	Name of Facility/Site Where Taken	Disposal Tons	Aggregate Tons	Recycled or Reused				
				Alter- native landfill Tons	Compost Tons	Engineer ed Fill Tons	Mulch Tons	Other Tons
ASPHALT								
CONCRETE								
DIRT								
GREEN WASTE								
METAL								
OTHER SEGREGATED MATERIALS(Describe)								
ROCKS								
WOOD								
MIXED WASTE								
OTHER CONSTRUCTION OR DEMOLITION WASTE								
TOTAL								
COMPANY NAME:					DATE OF REPORT:			

EXHIBIT “C” – CONSTRUCTION NOTICE TEMPLATE

[COMPANY LETTERHEAD]

NOTICE OF WORK/CONSTRUCTION

[Name of Project Date of Notice]

Dear Residents and Businesses (if applicable):

<div data-bbox="269 611 764 1480"><p>Map detailing what streets will be closed.</p></div>	<p>Provide a brief description of the work that is to be performed. Four to five sentences should suffice.</p> <p>What: Provide a brief description of what is happening. One sentence should suffice.</p> <p>Start/Duration: When is the project expected to start and how long is it anticipated to take for it to be completed? If there are different phases, indicate the estimated time.</p> <p>What to Expect: Will there be noise? Will there be flaggers directing traffic? Will residents have access or will it be a full closure? Will parking be temporarily blocked? Include enough details.</p> <p>Equipment in Use: What kind of equipment will be seen?</p> <p>Working Hours: What are the working hours and days?</p>
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Contact Information

[Always include contact information for residents and business owners in case they have questions or concerns.]

We apologize for any inconvenience and thank you for your patience.

Sincerely,

[Contractor Name]

EXHIBIT “D” – TRUCK ROUTES

