NOTICE TO BIDDERS

PROPOSAL FORM

SPECIFICATIONS

and

STANDARD CONTRACTUAL REQUIREMENTS

Construction of

ARKELL DRIVE STREET IMPROVEMENTS

Within the City of

BEVERLY HILLS, CALIFORNIA

CIVIL ENGINEERING DIVISION PUBLIC WORKS SERVICES DEPARTMENT BEVERLY HILLS, CALIFORNIA

DAREN GRILLEY, P. E. CITY ENGINEER

PREPARED BY:

TRISTAN D. MALABANAN, P.E. PROJECT MANAGER (310) 285-2512



Approved As To Form:

October 2018 Project No. 2201 Bid No. 18-80

City Attorney

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| <u>No</u> . | <u>Description</u> |
|-------------|--------------------------------------|
| BH106 | Residential Integral Curb and Gutter |
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NOTICE TO BIDDERS for the ARKELL DRIVE STREET IMPROVEMENTS within the City of BEVERLY HILLS, CALIFORNIA 00000

BIDS - Sealed proposals for the **ARKELL DRIVE STREET IMPROVEMENTS** at various locations within the City of Beverly Hills, California, will be received up to the hour of 2:00 p.m., on Thursday, **October 25, 2018** at the office of the City Clerk of the City of Beverly Hills, located in Room 290 at 455 North Rexford Drive, Beverly Hills, California. Bids will be publicly opened at 2:00 p.m. on the above-mentioned date in the office of the City Clerk at City Hall and award of the contract will be made during a subsequent meeting of the City Council.

SCOPE OF THE WORK - The work to be done shall consist of furnishing all the required labor, materials, equipment, parts, implements, supplies and permits necessary for, or appurtenant to, the construction and completion of the project indicated above in accordance with Standard Drawings and the Specifications prepared for this project.

In general terms, the contract work for this project shall consist of the following items of work:

| ITEM | DESCRIPTION OF BID ITEM | QUANTITY | UNIT |
|------|---|----------|------|
| | ARKELL DRIVE (Trousdale Restrictions) | | |
| 1 | Pothole or section repair 8" PG 64-10 HMA | 3,000 | SF |
| 2 | R/R cross-gutter including curbs | 1,000 | SF |
| 3 | R/R curb & gutter | 10 | LF |
| 4 | Grind AC 2" to 2.5" average (range 1 to 3", 2" in most cases) | 180 | SY |
| 5 | Leveling course PG 64-10 (3/8") HMA (if necessary) | 40 | TON |
| 6 | 2" overlay PG 64-10 (3/8") HMA | 200 | TON |
| 7 | Survey: tie out & reinstall marks (all locations) | 1 | LS |
| 8 | Install CMB or CAB (if necessary) | 60 | TON |
| 9 | Striping and markings | 1 | LS |
| 10 | Adjust to grade manholes (if necessary) | 4 | EA |

Copies of the Specifications and Proposal Form may be inspected and downloaded from the City's webpage (http://www.beverlyhills.org/business/bidlistings/bidsandrfps/).

References in the project specifications to specific sections of the Standard Specifications refer to the book of "Standard Specifications for Public Works Construction", 2018 Edition, written by a Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and Southern California District of the Associated General Contractors of California. Contractors wishing to obtain this book may purchase copies directly from the publisher, Building News, Inc., 1612 South Clementine Street, Anaheim, California, 92802; (800) 873-6397.

AMENDMENTS - Section 7-3.8 "Eliminated Items", of the Standard Specifications for Public Works Construction is deleted and replaced by the following: "Should any Contract item be deleted in its entirety, no payment will be made to Contractor for that Bid Item."

The following is in addition to the provisions of Section 3-10 Surveying of the Greenbook:

The Contractor is required to locate and tie out survey monuments in the project area prior to construction involving street and highways, and to file with the County Surveyor a Corner Record of any such work. Prior to the issuance of a completion certificate, the Contractor is required to file a Corner Record for survey monumentation that is replaced. All such survey work shall be performed under the supervision of a California licensed Land Surveyor or a Civil Engineer authorized to perform such work.

The Contractor shall provide the City a copy of the office calculations and documents submitted to the County for filing in connection with the aforementioned work.

The payment for surveying, related professional services, office calculation, and furnishing all labor, materials, equipment, tools and incidentals, and for doing work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefore.

In Section 7-4.2.1 "Labor", add the following paragraph:

Labor rates shall match rates on certified payroll.

The following will revise Section 7-4.3 "Markup" of the Greenbook:

7-4.3.1 Work by Contractor. An allowance for overhead and profit shall be added to the Contractor's cost and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall be compensated for the actual increase in the Contractor's bond premium caused by the extra work. For costs determined under each subsection in 7-4.3.1, the markup shall be:

| a) Labor | 20% |
|-----------------------------|-----|
| b) Materials | 15% |
| c) Tools & Equipment Rental | 15% |
| d) Other Items | 15% |

7-4.3.2 Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's costs as determined under 7-4.3.2. 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.

GENERAL INSTRUCTIONS - Bids must be submitted on the Proposal Form prepared for this project and shall be delivered at the office of the City Clerk within a sealed envelope supplied by the City and marked on the outside as follows: "BID NO. 18-80: ARKELL DRIVE STREET IMPROVEMENTS".

ENGINEER'S ESTIMATE - The preliminary cost of construction of this Work has been prepared and the said estimate is **\$130,000**.

LIQUIDATED DAMAGES - There will be a Five Hundred Dollar (\$500.00) assessment for each calendar day that work remains incomplete beyond the time stated in the Proposal Form. Refer to the Proposal Form for specific details.

CITY CONTACT – Any questions or requests for information can be directed to the Project Manager, Tristan D. Malabanan, P.E., at tmalabanan@beverlyhills.org or by calling 310-285-2512.

PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER – The Contractor is required to register with State of California Department of Industrial Relations (DIR) and meet requirements to bid on public works contracts. A Public Works Contractor Registration No. shall be submitted with the bid. All subcontractors are also required to register with the DIR.

PREVAILING WAGES - In accordance with the provisions of Section 1770 et seq, of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done.

The Contractor will be required to pay to all workers employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter I, Article 2, Sections 1770, 1773, 1773.I."

A copy of said documents is on file and may be inspected in the office of the City Engineer, located at 345 Foothill Road, Beverly Hills, California 90210.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

PAYROLL RECORDS - The Contractor's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or by the Subcontractors in connection with the project. The Contractor shall agree through the Contract to comply with this section and the remaining provisions of the Labor Code.

INSURANCE AND BOND REQUIREMENTS - The Contractor shall provide insurance in accordance with Section 3-13 of the City of Beverly Hills, Public Works Department, Standard Contractual Requirements, included as part of these Specifications. All Subcontractors listed shall attach copies of the Certificate of Insurance naming the Contractor as the additional insured as part of their insurance policy coverage. In addition, the Contractor shall guarantee all work against defective workmanship and materials furnished by the Contractor for a period of one (1) year from the date the work was completed in accordance with Section 2-11 of the Standard Contractual Requirements. The Contractor's sureties for the "Performance Bond" shall be liable for any work that the Contractor fails to replace within a specified time.

CONTRACTORS LICENSE - At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the Correction Period, the Contractor must possess a California contractor's license or licenses, current and active, of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of the Business and Professions Code.

In compliance with Public Contract Code Section 3300, the City has determined that the Bidder must possess the following license(s): "A"

The successful Bidder will not receive a Contract award if the successful Bidder is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active. If the City discovers after the Contract's award that the Contractor is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active, the City may cancel the award, reject the Bid, declare the Bid Bond as forfeited, keep the Bid Bond's proceeds, and exercise any one or more of the remedies in the Contract Documents.

SUBCONTRACTORS' LICENSES AND LISTING - At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor must possess a current and active California contractor's license appropriate for the portion of the Work listed for such Subcontractor and shall hold all specialty certifications required for such Work. When the Bidder submits its Bid to the City, the Bidder must list each Subcontractor whom the Bidder must disclose under Public Contract Code Section 4104 (Subcontractor Listing Law), and the Bidder must provide all of the Subcontractor information that Section 4104 requires (name, address, and portion of the Work). In addition, the City requires that the Bidder list each Subcontractor's license number and the dollar value of each Subcontractor's labor or services.

SUBSTITUTION OF SECURITIES - Pursuant to California Public Contract Code Section 22300, substitution of securities for withheld funds is permitted in accordance therewith.

THE CITY RESERVES THE RIGHT TO REJECT ANY BID OR ALL THE BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID, BUT IF THE BIDS ARE ACCEPTED, THE CONTRACT FOR THE IMPROVEMENT WILL BE LET TO THE LOWEST RESPONSIBLE BIDDER FOR THE PROJECT AS A WHOLE.

PROPOSAL FORM for the ARKELL DRIVE STREET IMPROVEMENTS within the City of BEVERLY HILLS, CALIFORNIA

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Beverly Hills, California

Date 10**-12-2018**

To the Honorable City Council Beverly Hills, California:

In compliance with the advertised notice inviting sealed proposals for the ARKELL DRIVE STREET IMPROVEMENTS within the City of Beverly Hills, California, and after having carefully examined the locations of the project and studied the Plans and Specifications prepared for this work, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment, parts, implements, supplies and permits needed to perform the contract work to the satisfaction and under the direction of the City Engineer of the City of Beverly Hills, said contract to be drawn in accordance with the provisions of the Plans, Specifications, Notice to Bidders, and all the applicable clauses of the "Standard Contractual Requirements for Public Improvements in the City of Beverly Hills, California", as adopted by the Department of Public Works on November 1, 1976.

If awarded the contract, the undersigned agrees to furnish the necessary bonds and insurance, as set forth in the above-mentioned Standard Contractual Requirements, within ten (10) days after the award of the contract.

Attached hereto is cash, or cashier's check, or a certified check in favor of the City of Beverly Hills, in an amount equal to **at least ten percent (10%)** of the total bid, or a bid bond for said amount on a form furnished by the City, with the understanding that said security shall be held by the City Clerk until the contract for doing the work has been entered into, and that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the above-mentioned bonds and insurance **within the ten (10) days** specified, if awarded the contract, as the undersigned agrees that in the event of such failure, the actual amount of the damage to the City would be impractical and extremely difficult to determine.

In the event cash, or cashier's check, or a certified check is furnished for the bid bond, then a letter is required from a bonding company stating that said company will furnish the necessary bonds, as specified in *Paragraph 2-11* of the Standard Contractual Requirements, if the undersigned is awarded the contract. The undersigned is aware of the fact that such a letter must be from a bonding company acceptable to the City of Beverly Hills, and that all bids accompanied by cash, or cashier's check, or a certified check in lieu of the bid bond must be accompanied by such a letter in order to be considered.

The undersigned certifies to have a minimum of three consecutive years of current experience in the type of work related to this project and that this experience is in actual operation of a firm with permanent employees performing a part of the work as distinct from a firm operating entirely by subcontracting all phases of the work.

The undersigned also certifies to be properly licensed by the State of California as a contractor to perform work of this specialty and further certifies to have been so licensed for the three years immediately preceding the date of receipt of bids. The undersigned agrees to furnish the City satisfactory proof of ability to perform the work, as well as records of performance of similar jobs completed recently, if and when requested to do so by the City Engineer.

The undersigned agrees that the insurance and bonding requirements set forth in *Sections 3-13* and 2-11, respectively, of the City of Beverly Hills, Public Works Department, Standard Contractual Requirements can and will be fulfilled.

The undersigned hereby agrees to perform the work as described in Beverly Hills Standards, and in the Specifications prepared for this project, at the following prices, to wit:

| ITEM NO. | ESTIMATED QUANTITY AND UNIT | DESCRIPTION PRICE WRITTEN IN WORDS | | UNIT PRICE IN FIGURES | TOTAL IN FIGURES |
|-------------|-----------------------------|-------------------------------------|------------|--------------------------|---------------------|
| | <u>ARKEL</u> | L DRIVE (TROUSDALE VEHIC | LE INSPECT | TIONS REQUIRED | <mark>))</mark> |
| 1 | 3,000 SF | Pothole or section repair 8" HMA | PG 64-10 | \$ | \$ |
| | | | _DOLLARS | | |
| | | and | _CENTS | | |
| | | per Square Foot | | | |
| 2 | 1,000 SF | R/R cross gutter including curl | os | \$ | \$ |
| | | | _DOLLARS | | |
| | | and | CENTS | | |
| | | per Square Foot | | | |

| ITEM <u>NO.</u> | ESTIMATED QUANTITY AND UNIT | DESCRIPTION PRICE WRITTEN IN WORDS | | UNIT PRICE IN FIGURES | TOTAL IN FIGURES |
|--------------------|-----------------------------|--|-------------|--------------------------|------------------|
| 3 | 10 LF | R/R curb & gutter | | \$ | \$ |
| | | | DOLLARS | | |
| | | and | _CENTS | | |
| | | per Lineal Foot | | | |
| 4 | 180 SY | Grind AC 2" to 2.5" average (r 3", 2" in most cases) | ange 1" to | \$ | \$ |
| | | | DOLLARS | | |
| | | and | _CENTS | | |
| | | per Square Yard | | | |
| 5 | 40 TN | Leveling course PG 64-10 (3/8 necessary) | B") HMA (if | \$ | \$ |
| | | | DOLLARS | | |
| | | and | _CENTS | | |
| | | per Ton | | | |
| 6 | 200 TN | 2" overlay PG 64-10 (3/8") HMA | A | \$ | \$ |
| | | | DOLLARS | | |
| | | and | CENTS | | |
| | | per Ton | | | |
| 7 | 1 LS | Survey: tie out & reinstall locations) | marks (all | \$ | \$ |
| | | | DOLLARS | | |
| | | and | CENTS | | |
| | | per Lump Sum | | | |

| ITEM NO. | ESTIMATED QUANTITY AND UNIT | DESCRIPTION PRICE WRITTEN IN WOR | <u>DS</u> | UNIT PRICE IN FIGURES | TOTAL <u>IN FIGURES</u> |
|------------------|--------------------------------------|---|-----------------|--------------------------|----------------------------|
| 8 | 60 TN | Install CMB or CAB (if nece | essary) | \$ | \$ |
| | | | DOLLARS | | |
| | | and | CENTS | | |
| | | per Ton | | | |
| 9 | 1 LS | Striping and Markings | | \$ | \$ |
| | | | DOLLARS | | |
| | | and | CENTS | | |
| | | per Lump Sum | | | |
| 10 | 4 EA | Adjust to grade manholes (| if necessary) | \$ | \$ |
| | | | DOLLARS | | |
| | | and | CENTS | | |
| | | per Lineal Foot | | | |
| equipm Engine | nent parts, imple er's estimate o | FOR THE ENTIRE CONTR ments and supplies necessar f quantities of work to be o | ary to complete | the project, as b | ased on the City |
| | (\A/ -) | DOLLA | RS and | | |
| | (Words) | _ | | | |
| | (Words) | CENTS | 5 | \$(Figures) | |

All blank spaces appearing above must be filled in. In case of discrepancy between words and figures, the **words** shall prevail.

The undersigned hereby declares that the cost of all necessary items for completion of this project are included in the unit prices quoted, and that all incidentals have been taken into consideration even though said incidentals are not specifically listed in the specifications or shown on the plans. The undersigned is likewise aware of the fact that distances, quantities, and other estimated

figures appearing on the plans or mentioned in the specifications or on this Proposal Form are only approximate and declares that the unit prices shown above for the various items of work are based on distances and quantities calculated as the result of actual measures performed at the site of the project.

LIST OF SUBCONTRACTORS - The undersigned is required to fill in the following blanks in accordance with the provisions of Section 4104 of the Public Contract Code of the State of California and Section 2-3 of the Standard Specifications.

| Name Under Which Subcontractor is Licensed | License <u>Number</u> | Location of the Place of Business | Specific Description of Subcontract | Value (\$) of Subcontract |
|---|--------------------------|-----------------------------------|-------------------------------------|------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Subcontractors listed in accordance with the provision of Section 3-3 of the Standard Specifications for Public Works Construction, must be properly licensed under the laws of the State of California for the type of work, which they are to perform. Do not list alternate subcontractors for the same work.

The undersigned agrees to furnish proof that all contractors and subcontractors performing any work related to this improvement are complying with all the requirements of Social Security Legislation, both State and Federal, and also agrees to conform with the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

TE750015

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

| State of California County of | | | | |
|--|--|---|---|---|
| | | _, being first du | ly sworn, depos | es and says that he or |
| she is | | | | of |
| association, organizate bidder has not directly bid, and has not directly bid, and has not direct anyone else to put in in any manner, direct anyone to fix the bid pelement of the bid propublic body awarding statements contained submitted his or her be not pay, any fee to | erest of, or on behalf ion, or corporation; that y or indirectly induced on the colluder a sham bid, or that any tly or indirectly, sough price of the bidder or a ice, or of that of any of the contract of any in the bid are true, and bid price or any corporation, particles of any corporation, particles or agent thereof | of, any undisc t the bid is genu or solicited any ed, conspired, co yone shall refrain t by agreement ny other bidder, other bidder, or yone interested d, further, that the own thereof, or artnership, com | losed person, pine and not collicother bidder to connived, or agreem from bidding; to the communication, or to fix any out to secure any all in the propose bidder has not data relative the pany associati | usive or sham; that the put in a false or sham eed with any bidder or that the bidder has not on, or conference with verhead, profit, or cost advantage against the sed contract; that all ot, directly or indirectly, ereto, or paid, and will on, organization, bid |
| | Contractor | | - | |
| | | | | |
| (Attach appropriate | notary acknowledgme | ents) | - | |

P-7

TE750013 12-12-89

| Respectfully submitted: | |
|--|--|
| | Dated |
| FIRM NAME | |
| SIGNATURE | |
| Bidder | |
| ADDRESS | |
| TELEPHONE: BUSINESS | |
| RESIDENCE | . <u></u> |
| CONTRACTOR'S LICENSE NO C | CLASS EXPIRATION DATE |
| STATE OF CALIFORNIA DEPARTMENT | OF INDUSTRIAL RELATIONS PUBLIC WORKS |
| CONTRACTOR REGISTRATION NUMBER_ | |
| Bidder is * | If a partnership, names of partners If a corporation, names of President or Vice President, and the Secretary or Assistant Secretary |
| <u>NAME</u> | ADDRESS |
| | |
| I (we) hereby state and declare under the perepresentations made herein are true and cor | enalty of perjury under the laws of California, that the rect. |
| Executed on 20 at _ | California |
| *By: | *By: |
| Title: | Title: |

^{*} Please state whether the bidder is an individual, a partnership, a corporation, **or** an individual doing business under a fictitious name. If the bidder is a corporation, the following is required: 1) signatures of two corporate officers; **or** 2) a certified copy of the corporation bylaws, and a resolution of the Board of Directors which gives authority to the officers signing this agreement to execute contracts on behalf of the corporation. Also, refer to Paragraph 2-01 of the Standard Contractual Requirements.

SPECIFICATIONS

for the

ARKELL DRIVE STREET IMPROVEMENTS

within the City of BEVERLY HILLS, CALIFORNIA

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SECTION 1

GENERAL PROVISIONS

- **1-01 WORK TO BE DONE** The contract work to be done under these specifications shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary for, or appurtenant to, *ARKELL DRIVE STREET IMPROVEMENTS* within the City of Beverly Hills, California, in accordance with Standard Drawings and the Specifications prepared for this project.
- **1-02 STANDARD CONTRACTUAL REQUIREMENTS** The provisions of the "Standard Contractual Requirements for Public Improvements in the City of Beverly Hills", a copy of which is attached hereto and incorporated herein by reference, shall be applicable to the work covered by these specifications.

1-03 REFERENCE SPECIFICATIONS

1-03.1 STANDARD SPECIFICATIONS - The words "Standard Specifications" when used in these specifications or in the contract, refer to the "Standard Specifications for Public Works Construction", 2018 Edition, written by a Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and Southern California District of the Associated General Contractors of California.

The Standard Specifications for Public Works Construction, 2018 Edition, including all amendments thereto issued prior to date of the bid opening, shall be a part of these specifications, the same as though contained fully herein.

- **1-03.2 AMENDMENTS** The "Standard Specifications for Public Works Construction", 2018 Edition is amended as follow:
- 1) The following is in addition to the provisions of *Section 3-10* of the Greenbook:

The Contractor is required to locate and tie out survey monuments in the project area prior to construction involving street and highways, and to file with the County Surveyor a Corner

Record of any such work. Prior to the issuance of a completion certificate, the Contractor is required to file a Corner Record for survey monumentation that is replaced. All such survey work shall be performed under the supervision of a California licensed Land Surveyor or a Civil Engineer authorized to perform such work.

The Contractor shall provide the City a copy of the office calculations and documents submitted to the County for filing in connection with the aforementioned work.

The payment for surveying, related professional services, office calculation, and furnishing all labor, materials, equipment, tools and incidentals, and for doing work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefore.

- 3) Section 7-3.8 "Eliminated Items", of the Standard Specifications for Public Works Construction should be followed by: "Should any Contract item be deleted in its entirety, no payment will be made to Contractor for that Bid Item."
- 4) Section 7-4.3 Markup shall be replaced by the following:

7-4.3.1 Work by Contractor. An allowance for overhead and profit shall be added to the Contractor's cost and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall be compensated for the actual increase in the Contractor's bond premium caused by the extra work. For costs determined under each subsection in 7-4.3.1, the markup shall be:

| a) Labor | 20% |
|-----------------------------|-----|
| b) Materials | 15% |
| c) Tools & Equipment Rental | 15% |
| d) Other Items | 15% |

7-4.3.2 Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3.1 shall be applied to the Subcontractor's costs as determined under 3-3.2.2. 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.

1-04 CLAIM DISPUTE RESOLUTION – In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

SECTION 2

SPECIAL PROVISIONS

2-01 TIME OF COMPLETION AND LIQUIDATED DAMAGES

2-01.1 TIME FOR COMPLETION - The work on this project shall start within 7 calendar days from the date of receipt of written notice to proceed from the City Engineer and the Contractor agrees to complete the entire work within **20 working days** from the Notice to Proceed date.

In case all the work called for is not completed in all parts and requirements within the time specified, the City shall have the right to grant or deny an extension of time for completion, as may best serve the interest of the City. The Contractor shall not be assessed with penalties during the delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors or subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, or delays of subcontractors due to such causes provided that the Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the City, in writing of the cause of the delay. The City will ascertain the facts and the extent of the delay, and the findings thereon shall be final and conclusive.

2-01.2 LIQUIDATED DAMAGES - Time is of the essence on this contract, and should the Contractor fail to finish the work on or before the time stated above, the Contractor shall be charged by the City, as liquidated and ascertained damages, the sum of Five Hundred Dollars (\$500.00) for each calendar day that the work remains incomplete beyond the dates specified (subject, however, to extensions of time duly granted in the manner and for the causes specified below), it being impracticable and extremely difficult to fix the actual damage which would or will be suffered in the event that the Contractor should fail fully to complete the work within the time specified, and it would be further agreed that the charges per day as aforementioned are reasonable and proper. The amount so charged shall be deducted by the City from any monies which otherwise be or become payable to the Contractor.

2-02 SPECIFICATIONS - The specifications showing character of the work and details of construction are on file at the office of the *City Engineer, located in 345 Foothill Road, Beverly Hills, California.*

Estimates of quantities appearing in these specifications, Notice to Bidders, and Proposal Form are merely entered for the convenience of the contractors bidding on this project. An independent check of the estimate in the field is required by the contractor **prior to** submitting its bid. It must be understood that payment to the successful contractor will be made on the basis of the unit prices bid for the various items of work and on the actual quantities of work done as measured in the field by the City Engineer.

Copies of the Specifications and Proposal Form may be inspected and obtained at the office of the City Engineer.

2-03 SPECIAL WORK REQUIREMENTS AND WORK SCHEDULE

2-03.1 SPECIAL WORK REQUIREMENTS - All work shall be undertaken in conformance with the following special work requirements. Full compensation for conforming to all of the special work requirements shall be included in the bid prices for this contract, and no additional compensation will be made therefore:

a) The Contractor is **prohibited** from working on the following days in City of Beverly Hills:

| HOLIDAY | 2018 |
|------------------------|-------------------------|
| New Year's Day | Jan 1 (Mon) |
| Martin Luther King Day | Jan 15 (Mon) |
| President's Day | Feb 19 (Mon) |
| Passover | Mar 30-31 (Fri & Sat) |
| Good Friday | Mar 30 (Fri) |
| Memorial Day | May 28 (Mon) |
| Independence Day | July 4 (Wed) |
| Labor Day | Sept 3 (Mon) |
| Rosh Hashanah | Sep 9-10 (Sun & Mons) |
| Yom Kippur | Sept 18 (Tue) |
| Veteran's Day | Nov 11-12 (Sun & Mon) |
| Thanksgiving Day | Nov 22-23 (Thurs & Fri) |
| Christmas Day | Dec 25 (Tue) |

- b) The Contractor shall secure, protect and maintain the construction area on all of the dates referenced above.
- c) All work must be coordinated with the Civil Engineering and comply with this specification and all referenced specifications or standards.
- d) The Contractor shall maintain the construction site during non-working hours in a clean and safe condition. The Contractor will replace any newly laid concrete that is damaged or scarred. The Contractor shall be available for immediate mitigation measures should the City Engineer decide that appropriate action is necessary during non-working hours.
- e) All excavated material shall be loaded into hauling vehicles as the material is excavated. See appendix for "COBH Approved Heavy Haul Truck Route Map". Stockpiling of excavated material in the public right of way is not allowed.
- f) All Underground Service Alert (USA) markings have to be removed by the Contractor at the end of the construction project.

- g) Dirt and/or debris not removed by conventional sweeping will require wash down at the direction of the City Engineer. All runoff from wash down shall be vacuumed using a wet/dry vacuum truck. No runoff from wash down will be allowed to drain into the storm drain system.
- h) All dirt on construction vehicle tires shall be removed prior to leaving the construction area.
- i) At the Pre-Construction meeting; the City will require the Contractor to furnish a cellular phone number that will be furnished to residents with questions or complaints regarding the Contractor's work. The Contractor should designate a public liaison person to handle all resident inquiries. The Contractor shall respond to residents' inquiries within one hour of the call during normal working hours (8am to 6pm). When dealing with residents, common courtesy is required.
- j) The Contractor will be responsible for delivering City prepared construction notification letters to all residents or business owners affected by any of the contract work. The expected time between the delivery of the notification and the start of work is **seven to ten calendar days**. Special consideration should be paid to residents or business owners whose access will be affected by the work such that these people <u>know exactly which day</u> operations will start and end. It is imperative that the Contractor follow through on construction schedules that have been shared with city staff, residents and business owners. Changes to previously published information will necessitate the distribution of additional notices and could result in a delay in the work at no cost to the City.
- k) The Contractor shall be prepared to modify haul routes and staging areas to respond to changing conditions as directed by the City Engineer. The Contractor shall ensure that all hauling vehicles be radio dispatched to facilitate changes in the hauling cycle. See COBHapproved heavy haul truck route map in appendix.
- I) All vehicles used for construction work shall have a company emblem on the door.

2-03.2 WORK SCHEDULE -

- **a. Normal Work Schedule** The Normal Work Schedule for all contract work shall be between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday.
- **b.** After Hours After Hours shall be defined as any hours outside of the Normal Work Schedule. Work may be allowed outside the normal work schedule on a case by case basis as authorized by the Traffic Engineer and/or Project Manager. No additional compensation will be given.

2-04 TRAFFIC CONTROL

2-04.1 NOTIFICATION - The Contractor shall notify the following City Departments **24** hours prior to the start of work at any location, and **24 hours prior** to the partial closing of a street or alley within the City of Beverly Hills.

BEVERLY HILLS PUBLIC WORKS DEPARTMENT

Notify Jeff Bartizal, Supervising Public Works Inspector (310.285.2518)

BEVERLY HILLS POLICE DEPARTMENT

Notify Traffic Division (310.285.2196)

BEVERLY HILLS FIRE DEPARTMENT

Notify Dispatcher's Office (310.550.4951)

BEVERLY HILLS SANITATION DEPARTMENT

Notify Jason Hammer, Operations Supervisor (310.285.2846)

The City will furnish to the Contractor "TOW AWAY NO STOPPING" signs. The Contractor will be responsible for posting signs **72-hours** in advance of the work and removing these signs as required for this project. Signs must have exact work days and hours indicated on them for each location and cannot be general. Signs also need to indicate the Project's Permit Number.

- **2-04.2 PARKING AND ACCESS TO RESIDENTS' DRIVEWAYS** The Contractor shall comply with the requirements of *Paragraph 5-07* of the Standard Contractual Requirements with reference to the need of minimizing the inconvenience caused to residents.
- **2-04.3 CONSTRUCTION SIGNS** All signs used by the Contractor shall conform to the standards of the "Manual of Traffic Controls", issued by the Department of Transportation, State of California, current edition. All warning, regulatory and construction signs shall be fully reflectorized. The traffic cones to be used shall be 18 inches in height, rubber, or plastic and be reflectorized.
- **2-04.4 CONTRACTOR'S RESPONSIBILITY** The Contractor shall take all necessary measures to obtain a normal flow of traffic to prevent accidents and to protect the work throughout the construction stages until completion of the work. The Contractor shall make the necessary arrangements to provide and maintain barriers, cones, guards, barricades, and construction warnings and regulatory signs. The Contractor shall take measures necessary to protect all other portions of the work during construction and until completion, providing and maintaining all necessary barriers, barricade lights, guards, temporary crossovers and watchmen.

In addition to the foregoing traffic control and safety measures, the Contractor shall undertake immediately to implement any measures requested by the City Engineer, as deemed necessary to ensure the proper flow of traffic and the protection of the public and the safety of the workers. The Contractor shall maintain at all times the ability to respond to calls from the Beverly Hills Police Department during non-working hours to replace or provide additional traffic control or safety devices as shall be required by the Police Department.

2-04.5 FLASHING ARROW SIGNS - The Contractor shall furnish and maintain solar-powered flashing arrow signs (FAS) during lane closures on arterial streets. The City Engineer shall determine when FAS is required at any location. The cost of these signs shall be included in the unit prices bid for the particular items of work where such signs may be required.

2-04.6 PAYMENT - The entire cost for traffic control as detailed in this section and as required for this construction shall be included in all applicable bid items.

2-05 UTILITIES

- **2-05.1 CONTRACTOR'S RESPONSIBILITY** The Contractor shall verify the location of all underground utilities and services before proceeding with excavation work, requesting in advance the services of inspectors from the utility companies in order to ascertain said locations. Damage to underground utilities resulting from neglect on the part of the Contractor shall be corrected and paid for by the Contractor.
- **2-05.2 NOTIFICATION** The Contractor shall notify all owners of public utilities 48 hours in advance of excavating around any of their substructures, and shall also provide the same notice to Underground Service Alert of Southern California, **Tel. No. 1-800-227-2600.**
- **2-05.3 INTERFERENCE** (**UTILITIES IN USE**) Utilities which are found, by exploratory location or by excavation, to interfere with the construction of this project will be relocated, altered, or reconstructed by others, or the City Engineer may order changes in location, line or grade of the project structure, to be built or being built in order to avoid said utility. The cost of such changes will be paid for as described in **Section 2-08** of these Specifications.
- **2-05.4 INTERFERENCE (ABANDONED UTILITIES)** Abandoned utilities which interfere with the construction of any portion of this project may be cut by the Contractor, the interfering portion of the utility removed and open ends of the pipe sealed with a suitable plug or cap. The cost of this work shall be included in the unit prices bid for the particular items of work where such interference occurs unless otherwise specified.
- **2-06 BUSINESS LICENSE** The contractor is required to have a current City of Beverly Hills business license issued through the City of Beverly Hills Building & Safety and/or Finance Administration Departments. To obtain a business tax registration form, please call (310) 285-2424, or visit the one-stop permit center on the first floor of Beverly Hills City Hall located at 455 North Rexford Drive, Beverly Hills, 90210.
- **2-07 PERMITS** Prior to the commencement of work, the Contractor shall obtain a construction and after-hours permit at no cost from the City of Beverly Hills Permit Center, located on the 1st floor of City Hall at 455 North Rexford Drive. The permit shall be kept in a readily available place on the job site at all times during construction. While no fee will be charged for the permit, no permit will be issued unless the Contractor provides a code reference number from U.S.A. confirming they have received appropriate advance notification as required in Section 2-05.2 above and provides evidence of a current copy of Beverly Hills business license.
- **2-08 ADDITIONAL WORK AND EXTRA WORK** The City reserves the right to order additional work over and above the quantities listed in the Proposal Form. In the event that additional work is required and is so ordered by the City Engineer, payment to the Contractor will be based on the actual quantity of additional work ordered and measured in the field by the City Engineer and will be paid for at the unit price bid by the Contractor. Likewise, the City reserves the right to order extra work not shown on the plans and not listed in the Proposal Form. Whenever extra work is

found to be necessary, the procedure described in *Paragraph 5-11* of the Standard Contractual Requirements shall be followed.

2-09 PAYMENT - Contractor shall be paid for work in accordance with the unit prices shown on the schedule of unit prices in the proposal form.

Upon completion of the assigned work by Contractor and acceptance of the work by the City Engineer, the Contractor shall submit an invoice for said work based on mutually agreed quantities. Invoices are processed by the city every **Tuesday**.

The payment will be made on the basis of the amount of mutually agreed work completed less *five* (5) percent retention.

The final payment will be made at least *thirty-five (35) days* after acceptance of the work by the City Council.

The Contractor's invoice format shall be subject to approval by the City Engineer. Each request for payment must show the work, by Bid Item, completed at each location. The invoice shall contain separate subtotals of cost by location and by Bid Item.

2-10 SAFETY REGULATIONS - The Contractor shall comply with the requirements set forth in *Section 7-10.4* of the Standard Specifications.

2-11 RECYCLING OF MATERIALS AND NON-STORMWATER DISCHARGES

- **2-11.1 RECYCLING OF MATERIALS** The Contractor is expected to recycle all materials removed from the job site. See Section 3-01.
- **2-11.2 DISCHARGES INTO STORM DRAIN SYSTEM** Storm water/urban runoff discharges to the public storm drainage system shall be prohibited for all discharges not wholly comprised of storm water, or permitted by a valid National Pollution Discharge Elimination System (NPDES) permit issued by the California Regional Water Quality Control Board. "Storm drain system" includes all roads with drainage systems, municipal streets, catch basins, curbs, gutter, ditches, man-made channels, or storm drains. The Contractor shall prevent all non-storm water discharges from the construction site (i.e. mixing and cleaning of construction materials, concrete washout, disposal of paints, adhesives, solvents, and landscape products).
- **2-12 ITEMS OF WORK** The work associated with and included in the price for each Bid Item is specifically described in this section. Refer to Section 3 and the appendices for additional requirements and standard drawings.

Due to the critical nature of weekend work, additional equipment is required to be onsite on standby in case the other equipment fails. This includes, but is not limited to the grinder, roller, backhoe, compaction equipment, tack machine, and paver.

Mobilization, demobilization, traffic control, safety, and shoring shall be included in all other appropriate bid items. No separate payment will be made for these items.

Many types of work will require cleanup and repair of adjacent property/improvements after the work is completed, including related tasks such as slot paving, lawn re-sodding or reseeding, painting, etc. All costs for these related tasks shall be included in the bid prices for the associated work, and no extra payment for these related tasks will be allowed. Further, the associated work will not be considered complete until the related tasks are completed, and no payment will be made for the associated work until the related tasks have been completed.

2-12.1 TROUSDALE VEHICLE INSPECTIONS – Please note that working in the Trousdale area of the City may require special vehicle inspections and permitting. Any related costs shall be included in all the bid items.

On August 29, 2015, the City of Beverly Hills City Council adopted an ordinance to regulate construction activities, including the regulation of heavy trucks accessing and parking at construction sites, within the Trousdale Estates area. Vehicles having a gross weight of ten thousand (10,000) pounds or more with three (3) or more axles or vehicles having a gross vehicle weight of twenty six thousand (26,000) pounds or more must be annually inspected and certified by the city's licensed safety inspector. (The vehicle must have a secondary braking system (i.e. engine brake or Jake brake), and it shall prominently display a City-issued decal indicating that the vehicle has been certified for operation within the Trousdale Estates area.)

Click on this link for more information:

http://www.beverlyhills.org/business/developmentconstruction/publicrightofwayhauling/trousdaleconstructionhauling/trousdalevehicleinspections/

In addition to certifying your company trucks, you may be able to hire other companies with trucks and equipment that have valid Trousdale inspection decals. For a list of companies with current decals, please email your request to trousdale@beverlyhills.org.

2-12.2 ITEMS 1. POTHOLE OR SECTION REPAIR 8" PG 64-10 – The unit price bid per square foot shall include all the work involved in the following:

- a. All the work involved in saw cutting, breaking, removal, haulaway and disposal of existing AC pavement, soil, tree roots, etc. at locations identified by City staff.
- b. All AC pavement shall be sawcut prior to removal. The work under this item shall also include the furnishing, placing and compaction of 8" asphalt concrete material over 4" compacted CMB or CAB (95% compaction).
- c. Certain locations require limited working hours and additions traffic control such as flaggers. These costs shall be included in this item.
- d. After removals of the pavement and aggregate layer, remove and recompact the top 1' of existing subgrade. If after compaction of subgrade, soil is missing beneath the designed section (8" AC over 4" CMB), the contractor shall import and install additional CMB or CAB per bid item 8.

- **2-12.3 ITEM 2 & 3.** *R/R CONCRETE IMPROVEMENTS (AS NECESSARY)* The unit prices for these Bid Items shall include all the work involved in removing and replacing the existing improvements in accordance with Section 3-05 and the applicable standard plans from the Appendices. The minimum concrete thicknesses will be 8-inches for cross gutter, and 6-inches for curb and gutter. The work under this item shall also include the following:
 - a. Saw cutting, breaking, removal, haulaway and disposal of all materials such as concrete, soil, asphalt, etc. required to construct the new improvements.
 - b. Saw cutting, removal, haulaway and disposing of interfering tree and ground cover roots. Apply moisture, topsoil, and burlap wrap to damaged and/or exposed roots under the Supervision of the Recreation and Parks Department.
 - b. Protection of existing street lights, traffic signals, ornamental light conduits, irrigation lines and curb drains. Repairs to damaged irrigation lines and/or sprinkler heads shall be made within 72 hours.
 - c. Protection, and if necessary, the removal and replacement or relocation of any obstruction to the work such as street signs, newspaper racks, water meter boxes, utility boxes and vaults, etc. If the Contractor has not used reasonable care in protecting any of the obstructions, full replacement costs shall be borne by the Contractor.
 - d. Fine grading of the subgrade. Fill material shall be crushed miscellaneous base (CMB) compacted to 95% relative compaction. The cost of CMB required for these items of work will be included in this bid item; 4" layer for curb & gutter and 6" for cross gutters.
- **2-12.4 ITEMS 4**. *GRIND AC 2" TO 2.5" AVERAGE* The unit price bid per square yard shall include the cost of all the work involved in the following:
 - a. The averaged depth of milling is 2" to 2.5" with a range from 1" to 3".
 - b. The street must be cleaned immediately within the same day. Water must be used in order to control dust.
 - c. Removing, hauling away and disposing of grindings.
 - d. Crack seal with Crafco Polyflex Sealant, Type 2 or 3, or approved equal, applied per manufacturer's instructions. Cracks less than ½" wide shall be cleaned by routing and blowing prior to applying the sealant. Cracks over ½" wide shall be cleaned by blowing operations prior to applying the sealant.
 - e. Grinding must occur on Monday or Tuesday. The final cap overlay must occur by Friday of the same week.
 - f. After milling, in the case that the subgrade is bad, additional removals and installation of CMB may be required. In this case, the pavement section shall be replaced and paid under

Bid Item 1. This repair must occur immediately in order to open the lane to traffic at the end of the day. Inform the public works inspector immediately of the poor soil conditions.

2-12.5 ITEM 5. *LEVELING COURSE PG 64-10 (3/8") HMA (IF NECESSARY)* – The unit price bid per ton shall include all the work involved in the following:

- a. After grinding, some areas may be excessively lower that the 2" grind. These areas may need a leveling course prior to the installation of the 2" AC overlay.
- b. All work and material in order to install any needed leveling course.

2-12.6 ITEM 6. 2" **OVERLAY PG 64-10 (3/8") HMA** – The unit price bid per ton shall include all the work involved in the following:

- a. All work and material in order to install the 2" AC overlay.
- b. Grinding must occur on Monday or Tuesday. The final cap overlay must occur by Friday of the same week.
- c. Raising and/or adjusting to new grade, all water valve covers and gas valve covers within the limits of the paving operations. All water valve caps shall be loosened and painted to match the existing paint color. The contractor shall supply all water valve sleeves if they are required for water valve cover adjustment. The Contractor shall protect and adjust existing manhole frame and covers (belonging to the City of Beverly Hills) to finished grade in accordance with Section 3-10. The Contractor is also required to adjust all City of Beverly Hills water, sewer and storm drain manholes and valve covers and all Los Angeles County Department of Public Works storm drain manhole covers grade. to

The City Engineer may elect not to adjust any of the utility manholes, valve covers, boxes or vaults. The Contractor must, therefore, include in the bid price the cost to grind and overlay around such appurtenances that may be present. Compensation for manhole frame and cover adjustment and for the installation of existing water meter boxes to grade, if directed by the City Engineer shall be made under those applicable bid items.

- d. The Contractor shall notify all other impacted utilities at least 48 hours prior to the paving work. The Contractor is responsible for scheduling with all of the appropriate utility owners to raise their manhole and vault covers to grade. These adjustments shall be made prior to the work being accepted by the City Engineer.
- e. Sweeping by mechanical wet sweeper will be required at least twice: 1) the day after AC paving is placed and 2) one week after the AC paving is placed.

2-12.7 ITEM 7. **SURVEY: TIE OUT & REINSTALL MARKS** – The unit price bid per lump sum shall include all the work involved in the following:

a. Inspect all streets prior to construction and tie out all survey markers or monuments that will be destroyed by the street improvements.

b. Reinstall all survey markers and provide the City a copy of the office calculations and documents submitted to the County for filing in connection with the aforementioned work.

2-12.8 ITEM 8. *INSTALL CMB OR CAB (IF NECESSARY)* – The unit price bid per ton shall include all the work involved in the following:

- a. If after compaction of subgrade, soil is missing beneath the designed section (8" AC over 4" CMB), the contractor shall import and install additional CMB or CAB.
- b. All work and materials in order to install CMB or CAB as needed and compacted to 95%.

2-12.9 ITEM 9. STRIPING AND MARKINGS – The unit price bid per lump sum shall include all the work involved in the following:

- a. Prior to doing any work, the Contractor shall record the existing striping configuration.
- b. All work involved in furnishing and applying painted traffic stripes (2 coats), including glass beads and reflective, nonreflective, and blue pavement markers in accordance with Section 3-14. Traffic markings shall include crosswalks, limit lines, legends, arrows, parking stalls, etc.
- c. This bid item shall apply to all improved areas of the project where existing striping and markings were removed as part of construction.
- d. Also include new striping and markings at intersecting streets such as Loma Vista Dr., Haynes Ave., and Vick Pl.
- e. Repainting striping and markings will be required for areas that are damaged or tracked upon inside and outside of the project area as well.
- f. The contract price per lump sum for painted traffic stripes and markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying traffic stripes and pavement markers, complete in place, including establishing alignment for stripes, and layout work.

2-12.10 ITEM 10. ADJUST MANHOLES TO GRADE (IF NECESSARY) – The unit price bid per lump sum shall include all the work involved in the following:

- a. All work and material needed to adjust manholes to final grade.
- b. Include demo, grade rings, concrete, and final AC patch paving.

SECTION 3

CONSTRUCTION REQUIREMENTS AND MATERIALS

3-01 REMOVAL AND DISPOSAL OF MATERIALS - All materials removed must be hauled away from the project site and legally disposed of at a materials site located outside the City limits of Beverly Hills. The Contractor shall provide the City all documentation as to the weight or volume of materials removed during excavations in accordance with the requirements of Public Resources Code Section 40000-40004. This documentation shall be in the form of certified tickets from a Concrete & Debris (C&D) processing facility or in the form of a certified log (by an officer of the company) showing dates of excavation and/or removal of concrete and/or asphalt materials, amounts (in weights for volumes) and the facility where the materials were recycled. In addition, the contractor shall supply a similar self-certified log accounting for all materials that were not recycled. The Contractor shall supply the logs to the City **prior to the approval of payment requests** covering the associated work.

Except as otherwise specifically authorized by the City Engineer, all self-propelled equipment used by the Contractor in excavation, breaking and removal operations for improvement work shall be equipped with rubber tires.

- **3-02 AVOIDANCE OF DUST NUISANCE** The Contractor shall take all necessary measures in order to avoid the nuisance of excessive dust resulting from the process of breaking, reconstructing and removing any materials on the project site. Such measures shall be employed for the duration of the contract work. Refer to *Section 7-8.1* of the Standard Specifications.
- **3-03 STORAGE OF MATERIALS IN PUBLIC STREETS** Section 7-10.2 of the Standard Specifications is deleted and replaced by the following: "The Contractor shall not store construction materials, equipment or excavated material in the public right-of-way at any time <u>without prior written permission</u> from the City Engineer."
- **3-04 UNTREATED BASE MATERIALS** Crushed miscellaneous base materials shall comply with the requirements in Section 200-2.4 and shall be placed in accordance with the requirements of Section 301-2 of the Standard Specifications.
- **3-05 PCC SPECIFICATIONS** The Contractor shall comply with the requirements set forth in Section 303-5 of the Standard Specifications for the construction of PCC improvements. The concrete material used for various types of improvements shall be as shown in the following table:

| Type of Improvement | PCC Specification | Notes | | |
|---|--------------------------|--|--|--|
| Curb, gutter, sidewalk and curb ramp, driveway approaches, catch basin top slabs | Class 520 C 2500 | Concrete shall contain 2% calcium chloride by weight. | | |
| Alley gutter, cross gutter, local depressions, alley approaches, integral curb and bus pads | Class 560 C 3250 | Concrete shall contain 2% calcium chloride by weight, if requested by the City Engineer Type III Cement (high early strength) shall be used. Fiber mesh shall be added to the mix for integral curb and bus pads in accordance with the manufacturer's instructions. | | |
| High early alternative | Class 750-C-5000 | Use WRDA 64 or equivalent water reducing | | |

3-05.1 PCC Improvements - PCC improvements shall be constructed in accordance with the following requirements:

- a) The City will mark the removal area at each location.
- b) Score lines shall match adjacent markings.
- c) The Contractor will be responsible for all markings on newly laid concrete. The City Engineer may require removal and reconstruction of marked or damaged work.

3-06 TACK COAT APPLICATION

Streets or alleys that require tack coat application shall have the surface prepared as noted below.

A tack coat shall be applied over the roadway surface at the rate of 0.05 to 0.07 gallons per square yard prior to resurfacing. The tack coat shall be PG6 4-10 hot tack emulsified asphalt complying with the requirements of Section 302-5 of the Standard Specifications.

The pavement surface upon which the tack coat will be applied shall be free of dust, dirt or any foreign material. It shall not be applied at a time when winds are carrying sand or dust in the air or during any rainy or wet weather. Application shall be carried only far enough in advance of placing the resurfacing materials as ordered by the City Engineer.

3-07 ASPHALTIC CONCRETE PAVEMENT – Asphalt concrete to be placed shall conform to the requirements of Section 203-6 of the Standard Specification. AC wearing surface course shall be Type D2 PG 64-10 paving grade asphalt. AC base course shall be Type C2 PG 64-10. All asphalt shall be placed on a hot tack coated surface using an PG 64-10 hot tack. All hot tack coated surfaces must be covered at end of each day's work. Rubberized asphalt shall be ARHM-GG PG 64-16. Refer to the appendix.

3-08 COLD MILLING – The Contractor shall remove street pavement by the cold milling method in accordance with the details described in this specifications in the areas designated by the City Engineer.

The milling shall be performed in such a manner that the pavement is not torn, gouged, shoved, broken or otherwise damaged by the operation. The surface after milling shall be a uniform section. Areas damaged by the Contractor shall be removed and replaced with full depth asphalt concrete.

After each day's operation, the Contractor shall sweep the street with mechanical sweeping equipment as required by the City Engineer. The milling machine shall be specifically designed and built for cold milling of bituminous and/or concrete pavement. It shall be self-propelled and shall have the capability of spraying water at the cutting site to reduce dust. The machine shall be capable of removing the material next to the gutter of the pavement being reconditioned and be so designed that the operation thereof can at all times observe the milling operation without leaving the controls. The machine shall be adjustable as to crown and depth. It shall deep cut in one pass a maximum of two inches and shall not produce fumes or smoke.

3-9 PERMANENT SURVEY MARKERS – The following is in addition to the provisions of Section 2-9.1 of the Greenbook:

The Contractor is required to locate and tie out survey monuments in the project area prior to construction involving street and highways, and to file with the County Surveyor a Corner Record of any such work. Prior to the issuance of a completion certificate, the Contractor is required to file a Corner Record for survey monumentation that is replaced. All such survey work shall be performed under the supervision of a California licensed Land Surveyor or a Civil Engineer authorized to perform such work.

The Contractor shall provide the City a copy of the office calculations and documents submitted to the County for filing in connection with the aforementioned work.

The payment for surveying, related professional services, office calculation, and furnishing all labor, materials, equipment, tools and incidentals, and for doing work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefore.

- **3-10 ADJUST MANHOLE COVERS TO GRADE** Sewer and manhole covers shall be adjusted to finished roadway grade in accordance with the requirements of Section 301-1.6 and 302-5.8 of the Standard Specifications after the roadway is resurfaced.
- **3-11 ADJUST WATER VAULTS TO GRADE** Type I and II water vault frames and covers shall be adjusted to finished roadway grade. The AC resurfacing material required shall be wearing surface course AC pavement in accordance with Section 3-07 of these specifications.
- **3-12 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS -** All work, materials and equipment required to keep the existing systems operational shall be considered as included in the unit prices bid for the particular items of work where such electrical systems occur and no additional compensation will be allowed therefore.

Where the Contractor installed facilities are damaged prior to final acceptance by the City Engineer, the Contractor shall repair or replace such facilities at his own expense.

3-13 STRIPING AND MARKINGS -

- a. Prior to doing any work, the Contractor shall record the existing striping configuration.
- b. All work involved in furnishing and applying painted traffic stripes (2 coats), including glass beads and reflective, nonreflective, and blue pavement markers in accordance with Section 3-14. Traffic markings shall include crosswalks, limit lines, legends, arrows, parking stalls, curb markings, etc.
- c. Repainting striping and markings will be required for areas that are damaged or tracked upon inside and outside of the project area as well.

3-14 CHANGES IN WORK

3-14.1 BASES FOR ESTABLISHING COSTS - Work by Contractor. An allowance for overhead and profit shall be added to the Contractor's cost as determined under 3-3.2.2 and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall be compensated for the actual increase in the Contractor's bond premium caused by the extra work. For costs determined under each subsection in 3-3.2.2, the markup shall be:

| a) Labor | 20% |
|-----------------------------|-----|
| b) Materials | 15% |
| c) Tools & Equipment Rental | 15% |
| d) Other Items | 15% |

Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3.1 shall be applied to the Subcontractor's costs as determined under 3-3.2.2. 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.

STANDARD CONTRACTUAL REQUIREMENTS

FOR PUBLIC IMPROVEMENTS IN THE CITY OF BEVERLY HILLS CALIFORNIA

PARTI

GENERAL PROVISIONS

- **1-01 APPLICABILITY** Whenever these Standard Contractual Requirements are referred to in any proposal form, specifications, or contract for any work of public improvement proposed to be made by the City of Beverly Hills, they are made an integral part of all such documents pertaining to such work and are incorporated in each of such documents by reference as though set forth at length therein.
- **1-02 DEFINITION OF TERMS** The following terms, unless the context requires a different meaning, when used herein or in the proposal form, specifications, or the contract, shall have the following meanings:

BIDDER - Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for work contemplated.

BIDDER'S SECURITY - The cash, cashier's or certified check, or bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the City for the performance of the work if the contract is awarded to the bidder.

CITY - The City of Beverly Hills, California.

CITY ATTORNEY - The City Attorney of the City.

CITY CLERK - The City Clerk of the City.

CITY ENGINEER - The City Engineer of the City

CITY COUNCIL - The Council of the City of Beverly Hills.

CODE - The terms Business and Professions Code, Civil Code, Government Code, Labor Code, and Streets and Highways Code refer to codes of the State of California.

CONTRACT DOCUMENTS - The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include the notice to bidders, proposal, plans, specifications, these Standard Contractual Requirements, and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner.

CONTRACTOR - The person or persons, firm, partnership, corporation, or combination thereof, who have entered into a contract with the City, as party or parties of the second part.

INSPECTOR - The Inspector of the Department of Public Works of the City, authorized by the City Engineer to represent him in the field during the performance of the work.

NOTICE TO BIDDERS - The public advertisement through which the City invites bids for the performance of specific work.

PLANS - The official project drawings and Standard Drawings, profiles, cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the City Engineer, which show the location, character, dimensions, and details of the work to be performed.

PROJECT DRAWINGS - The project drawings are specific details and dimensions to the work and are supplemented by the Standard Drawings insofar as the same may apply.

PROPOSAL OR BID - The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

PROPOSAL FORM - The form furnished to prospective bidders by the City, for use by the bidder in preparing and submitting a bid.

PUBLIC UTILITIES - Railroad tracks, overhead or underground wires, pipe lines, conduit, ducts or structures owned, operated or maintained along or across a public right of way, including such installations owned by the Water Department, the Fire Department or the Police Department of the City, but excluding sewers, storm drains, street lighting systems and traffic signal systems owned by the City and operated or maintained by the Department of Public Works.

PUBLIC WORKS DIRECTOR - The Public Works Director of the City.

REFERENCE SPECIFICATIONS - Bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to on the plans or in the specifications, copies of which are on file in the office of the City Engineer.

ROADWAY - That portion of a street or alley reserved for vehicular use.

SPECIFICATIONS - The project specifications prepared for the proposed work, and specifications included therein by reference, including standard specifications of other agencies, and any other specifications contained or referred to in supplemental agreements between the Contractor and the City.

STANDARD DRAWINGS - Plans of structures or devices adopted for work in the City and referred to on the plans or in the specifications by title or index number, or standard drawings or plans of other agencies which are referred to on the plans or in the specifications.

STATE - The State of California.

STREET SUPERINTENDENT - The City Engineer who has been authorized by the City Council to act in the capacity of Street Superintendent in the course of improvements carried under the proceedings of the Improvement Act of 1911, as amended, now a part of the Streets and Highways Code, as amended.

SUBCONTRACTOR - The person or persons, firm, partnership, corporation or combination thereof, who have entered into a contract with the Contractor to perform part of the work.

SUBGRADE - The surface to be used as a base for the pavement, gutter sidewalk, conduit, pipe, or structure proposed to be installed.

SURETY - Any individual, firm or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the work, and for the satisfaction of all obligations incurred.

WORK, PROJECT OR IMPROVEMENT - All the work specified, indicated, shown or contemplated in the contract to construct the improvement including all alterations, amendments, or extensions thereto made by change order or other written orders of the City Engineer.

The meaning of any other word not mentioned herein shall be clarified by the City Engineer at the request of the Contractor, who shall accept the furnished interpretation as representing the true meaning of such word.

1-03 ABBREVIATIONS - Following is a list of the most common abbreviations and symbols used on the plans and in the specifications.

ABBREVIATIONS WORD or WORDS

AC Asphalt concrete

ASTM American Society for Testing Materials

BC Beginning of curve
BCR Beginning of curb return

BHW Beverly Hills Water Department

BM Bench mark

BVC Beginning of vertical curve

CB Catch basin
CC or C/C Center to center

CF Curb face

cfs Cubic feet per second

CIP Cast iron pipe
CL or C Center line

CMP Corrugated metal pipe

Conc. Concrete Cu. Cubic

D Diameter of pipe

Dia. Diameter Dr Drive

DW&P Los Angeles Department of Water & Power

Dwy. Driveway
EC End of curve
ECR End of curb return
EG Edge of gutter
Elev. Elevation

EVC End of vertical curve

Ex or Exist. Existing
FB Field Book
FH Fire hydrant
FL Flow line

fps Feet per second
FS Finished surface
Ft. Foot or feet
Galv. Galvanized
GL Ground line

Gr Grade

H High or height

HC House connection (sewer)

Hor. Horizontal

ABBREVIATIONS WORD or WORDS

ID Inside diameterJC Junction chamberJS Junction structure

L Length

LACFCD Los Angeles County Flood Control District

L&T Lead and tack
Local depression

Lin.Long.MHLinearLongitudinalManhole

MTD Multiple tile duct

MWD Metropolitan Water District

No. Number

OD Outside diameter

OLC. Ornamental lighting conduit

PCC Portland cement concrete or point of compound

curvature

PI Point of intersection

PL Property line Power pole

PRC Point of reverse curvature

Prop. Proposed

psi Pounds per square inch

PT Point of tangency

PT&T Pacific Telephone & Telegraph Co.

Pvmt. Pavement
Q Rate of flow
R Radius

RC Reinforced concrete

RCP Reinforced concrete pipe

Rdwy Roadway R&O Rock and oil R/W Right of way

S Slope San. Sanitary

SCE Southern California Edison Company
SCG Southern California Gas Company

SD Storm drain Spec. Specifications

SPCo Southern Pacific Company

Sq. Square

SS Sanitary sewer

ABBREVIATIONS WORD or WORDS

St. Street
Sta. Station
Std. Standard
Str.Gr. Straight Grade
T Tangent distance

TC Top of curb

TS Traffic signal or transition structure

TSC Traffic signal conduit

USC&GS United States Coast and Geodetic Survey

USGS United States Geological Survey

V Depth of catch basin

v Velocity

VC Vertical curve

Vert. Vertical W Width

WS Water surface or wearing surface

Yd. Yard or yards

The meaning of any other symbol or abbreviation not shown on the preceding list and not clarified in the plans, specifications, or contract, shall be interpreted by the City Engineer at the request of the Contractor, who shall accept such interpretation as representing the true meaning thereof.

REV 10-30-80

REV 10-12-88

REV 07-17-90

REV 03-13-91

REV 04-22-03

PART 2

PROPOSAL REQUIREMENTS

2-01 PROPOSAL FORMS - All bids must be submitted on the proposal form attached to the specifications for a given project, and shall be delivered at the office of the City Clerk of Beverly Hills, located at 455 North Rexford Drive, Beverly Hills, California 90210.

All proposals must give the prices bid, both in written words and in figures, and must be signed by the bidder, who must state his/her address. If the proposal is made by an individual, his/her name, post office address, and telephone number must be given. If made by a firm or partnership, the proposal must show the name, post office address, and telephone number of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered, and the names, title and business addresses of the president, secretary and treasurer.

- **2-02 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES** Proposals may be rejected by the City Council if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The City reserves the right to reject any or all bids, and to waive any informality or irregularity in any bid.
- **2-03 BIDDER'S SECURITY** Each bid submitted must be accompanied by cash, cashier's check, or certified check made payable to the City, or a bidder's bond in favor of the City, in the form set forth in Exhibit "A" attached hereto. Any of the foregoing types of bidder's security must be in an amount equal to at least ten percent (10%) of the total bid submitted by the bidder for the project. A bidder's bond shall be executed by a corporate surety acceptable to, and approved by, the City Attorney. A bid will not be considered unless one of the above-mentioned forms of bidder's security is enclosed with it.
- **2-04 FORFEITURE OF THE BIDDER'S SECURITY** If the successful bidder fails to execute the contract and furnish the necessary bonds and insurance within ten (10) days from the date of award of the contract, the bidder's security shall be forfeited to the City as liquidated damages.
- **2-05 BONDING LETTER** If cash, or cashier's check, or a certified check is furnished for the bid bond, a letter is required from a bonding company stating that in the event the contract is awarded to the bidder the bonding company will furnish, at the bidder's expense, the bonds required by Paragraph 2-11 hereof.
- **2-06 WITHDRAWAL OF BIDS** A bid may be withdrawn by a bidder prior to, but not after, the date and hour fixed for the opening of the bids, as said date and hour are specified in the Notice to Bidders.

- **2-07 JURISDICTION OF THE CITY COUNCIL REGARDING BIDS** All bids shall be under the jurisdiction of the City Council and subject to final acceptance or rejection until after the City Council has awarded the contract and said contract has been duly entered into with the successful bidder.
- **2-08 DECISION AS TO WHICH CONTRACTOR IS THE LOWEST AND BEST BIDDER** All bidders must submit with their proposal satisfactory evidence that they are capable of performing the work in accordance with the plans and specifications. The City Engineer may require any bidder bidding on any public improvement to submit experience records covering a three-year period. The City Council may reject the bid of any bidder who has been delinquent or unfaithful in the performance of any previous contract work. The decision of the City Council as to which bidder is considered the "lowest responsible bidder" will be based not only on the actual amount of the bid but also on the relative competence and experience of the bidders, with particular regard to the quality of performance of any work done by them for the City in the past, and such decision shall be final and binding upon all persons.
- **2-09 AWARDS** A decision with reference to the acceptance of bid and the award of a contract will be made by the City Council within sixty (60) days after the opening of bids.
- **2-10 EXECUTION OF THE CONTRACT** The contract, in the form set forth in Exhibit "C" attached hereto, shall be executed by the successful bidder, in accordance with the instructions set forth in Exhibit "B" attached hereto, and returned to the City for execution by the City, and shall be accompanied by the bonds required in Paragraph 2-11 hereof and the evidence of insurance required by Paragraph 3-12 hereof, all within ten (10) days after the bidder has received notice of the award of the contract. No bid or proposal shall be considered binding upon the City until such time as it has been executed by the City. The failure of the successful bidder to execute the contract and to submit acceptable bonds and evidence of insurance as, and within the time, required shall be cause for the annulment of the award and the forfeiture of the bidder's security.
- **2-11 CONTRACT BONDS** The successful bidder shall furnish to the City, at his own expense, two surety bonds. One bond shall be in the amount of One Hundred percent (100%) of the contract price, in the form set forth in Exhibit "D" attached hereto, to guarantee faithful performance of the contract work. The "Performance Bond" shall guarantee that all materials and workmanship will be free from original or developed defects. The "Performance Bond" must remain in effect until the end of all warranty periods set forth in the contract.

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

The other bond, in an amount not less than One Hundred percent (100%) of the contract price in the form set forth in Exhibit "E" attached hereto, shall be furnished as required by Section 2-4 of the latest edition of the "Standard Specifications for Public Works Construction", adopted by a Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and Southern California District of the Associated General Contractors of California.

Each bond shall be executed in accordance with the instructions set forth in Exhibit "E" attached hereto, and each bond shall be executed by a corporate surety acceptable to, and approved by, the City Attorney.

- **2-12 RETURN OF BIDDER'S SECURITY** If cash, or cashier's check, or certified check is furnished as bidder's security, the City Clerk will return the bidder's security (excepting anyone subject to forfeiture) upon the occurrence of either of the following: the decision of the Council not to award a contract, or the compliance by a successful bidder with Paragraph 2-10 hereof.
- 2-13 EXAMINATION OF THE SITE OF THE WORK, PLANS AND SPECIFICATIONS Before submitting their bids, all bidders are required to examine carefully the site of the project and the proposal, plans, specifications, and contract forms for the work contemplated, and it will be assumed that all bidders have investigated and are satisfied with the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished, as well as to the requirements of the plans, specifications, and the contract. Quantities and dimensions, as shown on the plans, specifications, and proposal form, shall be considered as being only approximate and merely intended to assist the bidders in checking their own figures as ascertained at the site of the proposed work. The submission of a proposal shall constitute a representation and warranty by the bidder that the bidder has made such an examination.
- **2-14 COMPLIANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE** All contractors shall conform with the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.
- **2-15 REJECTION OF BIDS** Proposals may be rejected by the City Council, whereupon evidence of prior performance of the bidder, the City Council has made a finding that within a three-year period prior to the bid opening the bidder is not a responsible contractor because of past unsatisfactory performance with the City or with other public entities.

2-16 COMPLIANCE WITH PROVISIONS OF THE FEDERAL EQUAL EMPLOYMENT OPPORTUNITY BID CONDITIONS - All bidders to be eligible for the federally-assisted or non-exempt federal construction contracts in the area of jurisdiction of the Los Angeles Building and Construction Trades Council must comply with the provisions of the greater Los Angeles Plan or the affirmative action program, both of which are set forth in the Federal Equal Employment Opportunity Bid Conditions incorporated by reference herein and attached hereto as Exhibit "H" pursuant to the U.S. Department of Labor Orders dated September 23, 1971.

NOTE: Exhibit "H" will not be attached hereto for projects which are not financed with federal funds.

2-17 **INTERPRETATION OF CONTRACT DOCUMENTS** - No oral interpretations will be made to any bidder as to the meaning of the contract documents. Should a prospective bidder discover discrepancies or omissions in the contract documents or should a bidder be in doubt as to the meaning of the contract documents, the bidder shall request clarification or modification from the City. Request for an interpretation shall be made in writing and delivered to the City at least 10 days (240 hours) before the time announced for opening the proposals. Interpretations by the City will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All such addenda shall become part of the contract. The submission of a proposal by the bidder shall constitute the acknowledgment that if awarded the contract, the bidder has carefully reviewed the contract documents, based a bid solely on these documents, found them free of any ambiguity and sufficient for bid purposes, and has not relied on any explanations or interpretations from any other source except as provided for herein.

REV 10-30-80

REV 10-12-88

REV 08-19-91

REV 11-22-95

REV 05-01-03

PART 3

LEGAL RELATIONS AND RESPONSIBILITY TO THE CITY

- **3-01 LAWS TO BE OBSERVED** The Contractor shall be knowledgeable of all existing and pending State and national laws and all municipal ordinances and regulations of the City, which in any manner affect those employed in the work, or the material 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 jurisdiction or authority over the same. The Contractor shall particularly observe all ordinances of the City in relation to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.
- **3-02 SOCIAL SECURITY REQUIREMENTS** The Contractor shall furnish to the City satisfactory evidence that he/she and all subcontractors are complying with all requirements of the Federal and State Social Security legislation. The Contractor, at any time on request, shall satisfy the City that the Social Security and Withholding Tax are being properly reported and paid.
- **3-03 PREVAILING WAGES** In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the work to be done under contract for public improvement. The Contractor will be required to pay to all employees on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1."

A copy of said documents is on file and may be inspected in the office of the City Engineer in Room G10 of the Beverly Hills City Hall located at 455 North Rexford Drive, Beverly Hills, California 90210.

- **3-04 PENALTIES** The Contractor shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to the City, the sum of twenty-five (\$25.00) dollars for each calendar day or portion thereof during which the Contractor or any subcontractor has paid to any worker employed in the project an amount less than that required by the provisions of the preceding Paragraph 3-03.
- **3-05 PAYROLL RECORDS** The Contractor's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or by the subcontractors in connection with the project. The Contractor shall agree through the Contract to comply with this section and the remaining provisions of the Labor Code.
- **3-06 WORKING HOURS** The Contractor shall forfeit, as penalty to the City, the sum of twenty-five (\$25.00) dollars for each worker employed in the execution of the

contract by the Contractor or subcontractors 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 Article 3, Chapter 1, Part 7, Division 2 of the Labor Code (Section 1810 et seq.).

3-07 APPRENTICES - Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor. The Contractor and all subcontractors shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- **3-08 COLLUSION IN BIDDING** Any collusion between bidders bidding on the work and limiting free competition in bidding, shall be considered unlawful and may prevent a Contractor who has been a party thereto from receiving payment under the contract.
- **3-09 REGISTRATION OF CONTRACTORS** Only a Contractor licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code shall be permitted to enter into a contract with the City for any public improvement.
- **3-10 PERMITS AND LICENSES** The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.
- **3-11 PATENTS** The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices, or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the City, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.
- **3-12 INDEMNITY** The Contractor agrees to defend, indemnify, and save harmless the City and each of its officers, agents, and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature, including, but not limited to, any and all direct and indirect cost of defense (including attorney fees and court costs), made against, or incurred or suffered by, any such indemnity as a direct or indirect consequence of entering into this contract or of injury, sickness, or disease, including death, to persons or injury to, or destruction of, property, including, but not limited to, the loss of use of property, resulting directly or indirectly from, or in any manner connected with or pertaining to any and all operations, and any and all activities, omissions and conditions in any manner connected therewith or pertaining thereto, of the Contractor under the contract.

- **3-13 INSURANCE AND WORKER'S COMPENSATION** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance, together with an endorsement in substantially the form set forth in Exhibit "F", attached hereto, shall be of the type, in the amounts and subject to the provisions described below.
- (1) Commercial general liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.
- (2) Business automobile liability insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.
- (3) Workers Compensation Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 per accident in substantially the form set forth in Exhibit "G", attached hereto.

(4) Evidence of Coverage:

- (a) Prior to commencement of work under this contract, or within 10 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.
- (b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.
- (c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.
- (d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.
- (e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys

owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

- (5) All insurance coverages shall be provided by insurers with a rating of B+; VII, or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.
- (6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 45 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.
- (7) All liability coverages shall name the City, its City Council and every officer, agent and employees of the City as additional insured with respect to work under this bid or any subsequent contract.
- (8) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.
- (9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.
- (10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.
- (11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes the Contractor.
- **3-14 DISPUTE RESOLUTION MEETINGS** In the event of any damage or injury caused by Contractor or its subcontractors in the performance of the Agreement, the contractor shall attend dispute resolution meetings with the City and interested parties as required by City.

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PART 4

PROSECUTION AND PROGRESS OF THE WORK

- 4-01 WORK SCHEDULE - As soon as notified of the award of the contract, the Contractor shall prepare and submit to the City Engineer a work schedule for accomplishing the work. Said schedule must show the dates of the expected start and completion of the various items of the contract work. During a scheduling conference between the Contractor and the City Engineer, the work schedule will be discussed and modified, if necessary, by mutual agreement. The work schedule must be carefully conceived and adhered to, because it will be the basis for the contents of letters addressed to owners of property adjoining the work area, giving them an understanding of the dates on which their street will be under construction and that they may be prevented from using their driveways during the Contractor's operations. Should it become necessary for the City to delay temporarily the work schedule agreed upon during the scheduling conference, every effort will be made to permit a new work schedule at the time most convenient to the Contractor, thus permitting the project to proceed with the shortest intramural movement of equipment. The Contractor shall notify the City Engineer in all such cases, in order to arrive at a mutually satisfactory schedule.
- 4-02 SUBLETTING AND ASSIGNMENT The Contractor shall give personal attention to the fulfillment of the contract and shall be in control of the work. The Contractor shall not assign, transfer nor sublet any part of the work without the written consent of the City by the City Engineer and of the Surety of the Contractor's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with the City Engineer. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of liability under the contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the Contractor, their work being subject to the provisions of the contract and the specifications. Should any subcontractor fail to perform work to the satisfaction of the City Engineer, said subcontractor shall be removed immediately from the project upon request by the City Engineer and shall not again be employed on the work, and the Contractor shall be held liable for the deficient work.

The Contractor shall submit to the City a list with the names, addresses, and telephone numbers of all subcontractors, as a part of, and in addition to the requirements set forth in Paragraph 2-14 hereof.

4-03 CHARACTER OF WORKMAN - The Contractor shall employ none but competent foremen, laborers, and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome, or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be discharged immediately and such person shall not again be employed on the work.

- **4-04 AGENTS OR FOREMAN** In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, the Contractor must provide and leave at the site a competent and reliable agent or foreperson in charge. All notices, communications, orders, or instructions given, sent to, or served upon, such agent or foreperson by the City Engineer shall be considered as having been served upon the Contractor.
- 4-05 TEMPORARY STOPPAGE OF CONSTRUCTION ACTIVITIES The City Engineer shall have the authority to suspend the contract work wholly or in part, for such a period of time as he may deem necessary, due to unsuitable weather, or to such other conditions as he considers unfavorable for the proper prosecution of the work, or for such time as he may deem necessary due to failure on the part of the Contractor to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the City Engineer and shall not resume operations until so ordered in writing.
- 4-06 TIME OF COMPLETION AND LIQUIDATED DAMAGES If all the contract work is not completed in all parts and requirements within the time specified in the proposal form, the City shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the City. The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors or subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually or severe weather, or delays of subcontractors due to such causes, provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay, and the findings thereon shall be final and conclusive.
- 4-07 SUSPENSION OF CONTRACT - If at any time, in the opinion of the City Council, the Contractor fails to supply an adequate working force, manufactured articles, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract within the time specified in said notice and as directed by the City Engineer, City Council shall have the power to suspend the operation of the contract and discontinue all work or any part thereof. Thereupon, the Contractor shall discontinue such work, or such part thereof as the City may designate, and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor, and for such completion the City itself or its contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expense charged under this paragraph shall be deducted and paid for by the City out of any monies then due or to become due the Contractor

under the contract, or any part thereof, and in such accounting the City shall not be held to obtain the lowest figure for the work for completing the contract, or any part thereof, or for insuring its proper completion, but all sums paid therefor shall be charged to the Contractor. In case the expenses so charged are less than a sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the amount payable under the contract, then the Contractor shall pay the amount of the excess to the City, upon completion of the work, without further demand being made therefor. In the determination of the question as to whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

PART 5

CONTROL OF THE WORK

- and all questions that may arise as to the quality and acceptability of materials furnished and work performed, as to the manner of performance and rate of progress of the work, and any and all questions which may arise as to the interpretation of the plans and specifications. The City Engineer shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensations. The decision of the City Engineer shall be final and he shall have relative authority to enforce and make effective such decisions and actions as the Contractor fails to carry out promptly.
- **5-02 CONFORMITY WITH PLANS AND ALLOWABLE VARIATION** Finished surfaces shall in all cases conform with the lines, grades, cross-sections and dimensions shown on the plans. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the City Engineer and authorized in writing.
- **5-03 PROGRESS OF THE WORK** The Contractor shall begin work on the date agreed upon following the scheduling conference mentioned in Paragraph 4-01 hereof, and shall diligently prosecute the same to completion before the expiration of the time limit appearing in the specifications and in the proposal form.
- **5-04 SAMPLES** The Contractor shall furnish all products and materials required to complete the work. All materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the City Engineer for test, and free of charge, samples of any one of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the City designated by the City Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site.
- 5-05 TRADE NAMES AND ALTERNATIVES For convenience in designation on the plans or in the specifications, certain equipment or articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative equipment or an article or equipment which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the City Engineer, in accordance with the following requirements.

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor and he shall furnish, at his own expense, all information necessary or related thereto as required by the City Engineer. The City Engineer shall be the sole judge as to the comparative quality and

suitability of alternative equipment or articles or materials and his decision shall be final. All requests for substitution shall be submitted seven (7) days in advance of bid opening to permit, if the request is approved, an addendum to be issued to all bidders.

- **5-06 PROTECTION OF THE WORK** The Contractor shall continuously maintain adequate protection of all work from damage, and the City will not be held responsible for the care or protection of any material, equipment, or parts of work, except as expressly provided for in the specifications.
- 5-07 ACCESS TO RESIDENTS DRIVEWAYS The Contractor shall notify residents of property adjoining the location of the work, sufficiently in advance of construction, as of the date when such construction work will start. In case of work requiring excavation of the roadway which may interfere with the use by residents of their driveways, suitable provisions shall be made by the Contractor to make it possible for residents to gain access to their driveways until such time as the exigencies of construction may demand a temporary blocking of said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents of this need well in advance, thus allowing them to make suitable arrangements to keep their automobiles elsewhere.
- **5-08 CONFLICT OF TERMS** The notice to bidders, proposal, plans, specifications, and Standard Contractual Requirements are essential parts of the contract for a given project. These documents, together with the necessary bonds and bidder's guarantee, constitute the contract as defined herein and a requirement included in one document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over the plans, and change orders and supplemental agreements shall govern over any other contract document.

Special specifications of other agencies, engineering societies or industrial associations and Standard Drawings of the City or of other agencies referred to in the specifications or on the plans shall also be considered as essential parts of the contract. Where a given specification is incorporated by reference, said reference shall apply to the latest modification, unless otherwise shown on the plans or in the specifications. Whenever an object, thing, or work of any kind is indicated only on either the plans or in the specifications, it shall be deemed that the intent was to show said item in both places, and the work shall be done in the place where it is shown. In case of doubt about the meaning of any contracting clause the interpretation shall be made by the City Engineer and shall be so accepted by the Contractor.

5-09 INTERPRETATION OF PLANS AND SPECIFICATIONS - Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the plans or in the specifications, the Contractor shall request the City Engineer for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true

meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

5-10 ALTERATIONS, INCREASES AND DECREASES OF WORK TO BE DONE

- The City reserves the right to increase or decrease the quantity of any item or portion of the work described on the plans, the specifications, or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City Engineer and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. By mutual consent of the parties signatory to the contract, alterations, modifications or deviations from the type of work described on the plans, specifications, or on the proposal form, may be made without in any way making the contract void. The price to be paid by the City to the Contractor for such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to said contract.

Whenever, during the progress of the work, such changes or modifications are deemed necessary by the City Engineer and agreed upon, as aforesaid, said deviations shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

5-11 CHANGE ORDERS - If for any reason it may become desirable during the course of the Work to change the alignment, dimensions or design of the Work, the City reserves the right to issue change orders in writing to give effect to such changes as may be necessary or desirable. The changes may or may not result in a change in the amount of Work. When the Contractor considers that any change order in writing by the City involves extra work, the Contractor shall immediately notify the City in writing as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed as extra work was performed. If the changes do, in the opinion of the City, change the amount of Work, the Contract Price shall be adjusted as "extra work", pursuant to Section 6-01.

New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the proposal form. The Contractor shall not do any extra work except upon written order from the City Engineer. Compensation for such extra work shall be previously agreed upon in writing between the Contractor and the City Engineer.

5-12 LINES AND GRADES - Except when, as per orders from the City Engineer, minor changes in the work are to be made by the Contractor, all work shall, during its progress and upon completion, conform to the lines, grades and elevations shown on the plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line, and in case any

such discrepancy exists, it must be reported to the City Engineer. Failure to make this report shall make the Contractor responsible for any error in the finished work.

- **5-13 GRADE STAKES** The Contractor shall give at least twenty-four (24) hours notice in writing prior to requiring the services of the City Engineer for laying out any portion of the work, and shall dig all holes necessary for line and grade stakes. The Contractor shall preserve all stakes set for the lines, grades or measurements of the work in their proper place until authorized to remove them by the City Engineer. Any expense incurred in replacing said stakes as the Contractor may have failed to preserve shall be borne by the Contractor.
- **5-14 PROTECTION OF SURVEY MONUMENT** All survey monuments existing along the portions of any street where work is to be done shall be carefully protected and preserved by the Contractor. Any displacement or damage to said monuments resulting from carelessness in spotting their location during the progress of the work or from negligent use of equipment in their vicinity shall be corrected by the Contractor at the Contractor's expense.
- 5-15 **PUBLIC UTILITIES** In case it should be necessary to remove the property of a public utility or franchise, such owner will, upon proper application by the Contractor, be notified by the City Engineer to move such property within a reasonable time and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or franchises to enter upon the streets for the purpose of making repairs or changes in their property which may be necessary as a result of the work. Employees of the City shall likewise have the privilege of entering upon the streets for the purpose of making any necessary repairs or replacements.
- 5-16 UNIDENTIFIED EXISTING UTILITIES The City shall be responsible for the timely removal, relocation or protection of existing main or trunk line utility facilities located on the site, if such utilities are not identified by the City in the plans and specifications made a part of the invitation for bids. The Contractor will be compensated by the City for the costs of locating repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications, with reasonable accuracy, and for equipment on the project necessarily idled during such work.

The Contractor shall not be assessed for liquidated damages for delay in completion of the project, when such delay was caused by failure of the City or owner of the utility to provide for removal or location of such utility facilities. This shall not be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the side of the construction; provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications. If the Contractor performing services required under the contract discovers utility facilities not identified by the City in the contract plan and specifications, the Contractor shall

immediately notify the City and the utility in writing. The City, if it is the owner of the public utility shall have the sole discretion to perform repairs or relocation work or permit the contractor to do such repairs or relocation at a reasonable price.

- **5-17 REMOVAL OF INTERFERING OBSTRUCTIONS** -The Contractor shall remove and dispose of all debris, abandoned structures, tree roots, and obstructions of any character met during the process of excavation, it being understood that the cost of said removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing work.
- 5-18 PROCEDURE IN CASE OF DAMAGE TO ADJOINING WORK Any portions of adjoining curb, gutter, sidewalk or any other City improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at the Contractor's expense, free of all charges to the City. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the proposal form and specifications, and found necessary during the process of construction, (but not due to damage resulting from carelessness on the part of the Contractor during operations), shall be paid to the Contractor at the unit prices submitted in the bid.
- 5-19 AVOIDANCE OF PATCHWORK APPEARANCE New PCC work shall conform in grade, finish and color to the adjoining portions. Any sections of said work having a patchwork appearance will be rejected by the City Engineer and the Contractor shall replace them at the Contractor's expense. To insure a neat break line between existing and new portions of PCC work, the Contractor will be required to use a concrete cutting saw of a type approved by the City Engineer. The cost of saw cutting shall be included by the Contractor in the unit prices bid for removal of existing work. Likewise, whenever adjoining PCC work is damaged during the process of new construction, the damaged portions shall be removed in such a way that a neat, straight joint is provided between the new portions and existing work.
- 5-20 CARE OF GUTTERS ADJACENT TO AREAS TO BE PAVED During the process of resurfacing the roadways or construction of new pavement, the Contractor shall exercise particular care to remove all excess resurfacing material which may be deposited upon the PCC gutters. Whenever specifications call for the resurfacing material to overlap the existing gutters the overlapping portions shall not exceed the dimensions shown on the plans and a wavy overlapping line shall be avoided. Any undulation of the overlapping line accidentally resulting from the application of the paving or resurfacing material shall be corrected by the Contractor before the work is accepted by the City Engineer.
- 5-21 **DEPTH OF THE REQUIRED EXCAVATION** When the contract work requires excavation and removal of existing pavement and excess of underlying soil, these materials shall be removed to the depth shown on the plans. Whenever the subgrade exposed after the removal of the excess underlying soil is found to be of the desirable kind, excavation need not proceed below the depth specified on the plans. However, if the excavation discloses the fact that there is mud or any other soft material

in the subgrade, said material shall be removed to a minimum depth of six inches (6"), at the discretion of the City Engineer. Backfill of the additional excavated portions shall be made with select material removed from other portions of the work, provided said material is found suitable by the City Engineer. The volume in place of the additional soil excavation will be determined by the field representatives of the City Engineer, and the Contractor will be entitled in this case to extra payment based on the additional number of cubic yards excavated, at the unit price bid under the item for excavation in the proposal form. Should imported material be required for the backfill, the unit cost per cubic yard of said imported material shall be agreed in advance, in writing, between the Contractor and the City Engineer, and extra payment for said material will be made to the Contractor for the actual volume used, as verified in the field by representatives of the City Engineer.

- **5-22 SEQUENCE OF THE WORK OF EXCAVATION** Whenever the contract work calls for excavation of existing pavement and excess soil and for construction of base material, the process of excavation shall be conducted by the Contractor so that, at the end of any working day, the area where excavation is proceeding shall not be more than 300 feet in advance of the area where the untreated rock base over sections already excavated is being laid, unless otherwise indicated in the specifications.
- **5-23 AVOIDANCE OF DUST NUISANCE** During the process of breaking, excavating and removing any material from the site of the project and until completion of the work, the Contractor shall take every precaution to avoid the nuisance of unnecessary dust by using any measures advocated by the City Engineer.
- 5-24 MAINTENANCE OF TRAFFIC AND SAFETY REQUIREMENT Any Contractor performing work in a street right-of-way shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic and safety, and shall take all necessary measures to maintain an adequate traffic flow, to prevent accidents and to protect the site of the work. During construction the Contractor shall, as far as practicable, keep the project free of rubbish and debris and in as clean a condition as possible.

A suitable width of any intersecting street shall be kept in reasonably good condition for traffic, including the necessary provisions for proper drainage. Should the requirements of construction demand closing the full width of an intersection, such closing shall be allowed only after the Contractor has secured permission from the City Engineer and the duration of the closing must be for the minimum length of time possible. After said permission is granted, the Contractor shall make the necessary arrangements to provide temporary crossings, or to reroute traffic away from said intersection and provide and maintain barriers, guards, directional signs, watchpersons, and lights at all detour points, in order to give adequate warning to the public at all times that the streets are under construction and of the dangerous conditions as a result thereof. The Contractor shall also erect and maintain such additional warning and directional signs as may be furnished by the City.

- **5-25 BARRIERS, LIGHTS, ETC.** The above-mentioned barriers, safety lights, warning and regulatory signs, guards, temporary crossovers, and watchpersons shall also be provided and maintained by the Contractor at the Contractor's expense over all portions of the work during construction and until completion. Provisions shall be made by the Contractor to insure operation of the safety lights throughout the evenings without interruption. No safety lights using the inflammable liquids shall be permitted during the progress of the work, and only electric battery operated safety lamps will be approved for this purpose.
- **S-26 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK** It is the intent of the specifications that only first class work, materials, and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the City Engineer, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the City Engineer made under the provisions of this paragraph, the City Engineer shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor. If the work is found to be in compliance with these specifications, the City Engineer will furnish the Contractor with a certificate to that effect.
- **SUPERVISION** All manufactured products, materials, and appliances used and installed and all details of the work done shall at all times be subject to the supervision, test, and approval of the City Engineer or his authorized representatives. The City Engineer or his authorized representatives shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.
- 5-28 **INSPECTORS** - The Contractor shall prosecute work only in the presence of Inspectors appointed by the City Engineer and any work done in the absence of said Inspectors will be subject to rejection. All instructions given to the Contractor by such assistants shall be regarded as having been given directly by the City Engineer. The Contractor shall make a written application for an Inspector at least twenty-four (24) hours before his services are required on the work. Whenever the cost of an improvement or the cost of any portion thereof is defrayed from the Gas Tax Funds allocated to the City by the County of Los Angeles, or by the State of California, Inspectors appointed by the State or County shall likewise be given full access to the site of the work in order that they may perform their inspection duties efficiently and without interference. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials rejected, notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked by the Inspectors and accepted or estimated for payment.

- **5-29 FINAL CLEANING UP** Upon completion of the project and before making application to the City Engineer for acceptance of the work, the Contractor shall clean all the streets and grounds occupied by him in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat presentable condition.
- **5-30 LOSS OR DAMAGE** Any loss or damage arising from any omission or act of the Contractor or any agent or person employed by him or by any action which had not been authorized in the provisions of the specifications, shall be sustained by the Contractor.

PART 6

MEASUREMENT AND PAYMENT

6-01 EXTRA WORK - Extra work as hereinbefore defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon between the Contractor and prepared by the City Engineer. All extra work shall be adjusted daily upon report sheets prepared by the City Engineer, furnished to the Contractor, and signed by both parties, and said daily reports shall be considered thereafter the true record of extra work done.

PAYMENTS - Monthly payments will be made to the Contractor in amounts equal to ninety percent (90%) of the value of all work done during the preceding calendar month, calculated at the unit price bid by the Contractor for the work and on the basis of the percentage of work performed, as estimated by the representative of the City Engineer, it being understood that the sums thus figured to be due the Contractor will become payable thirty (30) days after the approval and acceptance of said estimate by the City Engineer. The Contractor shall submit an invoice for all payments requested. No such estimate of work done or payment to be made shall be required when, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the contract, or when the total value of the work done since the beginning of the project or since the preceding monthly payment is estimated to amount to less than three hundred (\$300.00) dollars.

After completion of the project, the City Engineer will make a final inspection of its site and, if the work is found satisfactory, he will recommend the official approval of the contract work. The City Engineer will also make a final estimate of the actual amount of work done on each item appearing on the proposal form, including extra work, if any, and of the value of such work, and the City will pay the entire sum so found to be due after deducting therefrom all previous payments and five percent (5%) to be retained. All previous partial estimates shall be subject to correction in the final estimate and payment. The five percent (5%) retained shall not be due and payable until the Notice of Completion of the project has been filed by the City Clerk with the Los Angeles County Recorder and until after the expiration of thirty-five (35) days after the date of the official approval of the work by the City Council.

In accordance with Government Code Section 4590, the Contractor will be paid the amount of any funds retained by the City, if the Contractor so requests in writing, and the Contractor provides to the Director of Finance Administration a bank or savings and loan certificate of deposit or a security as described in Government Code Section 16430 in the amount equivalent to the amount withheld as determined by the Director of Finance Administration. In lieu of providing such securities to the Director of Finance Administration, the Contractor may deposit such security with a state or federally chartered bank as an escrow agent, said escrow agreement to be satisfactory to the City Attorney. The escrow shall provide that payment of the funds shall not be made to the Contractor until satisfactory completion of the contract as provided in this Section above and shall include the satisfaction of any Stop Notices filed as provided by law and the satisfaction by the Contractor assessed against the Contractor as provided for herein. Any such security shall be provided by the Contractor at the sole expense of the Contractor and the Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest therein. To cover the expenses of the City in processing any request by Contractor for payment of funds retained pursuant to this subsection, Contractor shall pay City the amount of One Hundred (\$100.00) Dollars for processing the first application for withdrawal of funds retained and the amount of Fifty (\$50.00) Dollars for each additional withdrawal of funds retained.

It shall be mutually agreed between the parties to the contract that no certificate given, with the exception of the certificate of final payment, shall be conclusive evidence of the faithful performance of the contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials.

CITY OF BEVERLY HILLS

REV 01-22-82

REV 12-10-86

REV 08-19-91

REV 04-22-03

STDCREQ

BIDDER'S BOND (Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That

as Principal (herein called "Principal") and

as surety (herein called "Surety") are held and firmly bound unto the CITY OF BEVERLY HILLS, a municipal corporation of the State of California (herein called "Obligee"), in just and full sum of ten per cent (10%) of the total amount of the bid of Principal for the herein described work of improvement,

lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, Principal is bidding, or is about to bid, for the following described work of improvement, all in a accordance with the Notice to Bidders, Proposal form, Improvement Map, Specifications, and Standard Contractual Requirements of Obligee therefor: **ARKELL DRIVE STREET IMPROVEMENTS**

NOW, THEREFORE, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time, required by the Standard Contractual Requirements, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or the bid requirements, whether made after notice or not, shall release or otherwise affect the obligations of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by the Obligee and judgement is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

| Signed and sealed the day | of, 20 |
|---|---|
| | |
| | |
| PRINCIPAL | SURETY |
| APPROVED AS TO FORM: | NOTE TO SURETY COMPANY: The following form of |
| City Attorney | acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified |
| Ву: | copy of unrevoked resolution of authority for the attorney-in-fact. |
| 20 | |
| (SURETY CO. ATTORNEY-IN-FACT) | |
| STATE OF CALIFORNIA: COUNTY OF LOS ANGE | LES: SS. |
| | undersigned, a Notary Public in and for said County and State, personally appeared |
| | to me to be the duly authorized attorney-in-fact of the corporate surety named in the within |
| • | ute said Instrument on behalf of said corporation, known to me to be the person whose name is |
| • | t of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation |
| thereto as surety, and his (her) own name as attorned | ey-in-fact and that said corporation executed the same. |
| WIT | NESS my hand and official seal |
| (Seal) | Notary Public on and for said County and State |

INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

- 1. **By an Individual.** The individual must sign the instrument, and if he is doing business under a fictitious name, the fictitious name must be set forth. **The signature must be acknowledged before a Notary public.**
- 2. **By a Partnership.** The name of the partnership must be set forth followed by the signature of all of the partners. **The signatures must be acknowledged before a Notary Public.** The signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership.
- 3. **By a Corporation.** The name of the corporation must be set forth, followed by the signatures of the President or Vice-President and Secretary or Assistant Secretary. **The signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgement:**

| "STATE OF) |
|--|
|) ss. COUNTY OF) |
| On, 20, before me the undersigned Notary Public, personally appeared to be the (President) (Vice President), and the house to be the (Secretary) (Assistant Secretary), or the house to be the (Secretary) (Assistant Secretary), or the house to be the the the the house to be the the the house to be the the the the house the the the house |
| the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument to its by-laws or a resolution of its board of directors. |
| WITNESS my signature and seal. |
| (Seal) |
| Notary Public |

- 4. **By a Surety.** The name of the surety must be set forth, followed by an authorized signature. **The signature must be acknowledged before a Notary Public.**
- 5. **By an Insurance Company.** The name of the company must be set forth, followed by an authorized signature. **The signature must be acknowledged before a Notary Public.**

| AGRE | EEMENT |
|--|--|
| THIS AGREEMENT, made and entered into this day of HILLS, a municipal corporation, hereinafter referred to as "C | of, 2018 , by and between the CITY OF BEVERLY city", and |
| Ad | mpany dress dress |
| hereinafter referred to as "Contractor"; | |
| $$\operatorname{W}\operatorname{IT}\operatorname{N}\operatorname{I}$$ In this consideration of their covenants the parties hereto ag | ESSETH gree as follows: |
| Beverly Hills, California, strictly in accordance with the Notic | uipment necessary to perform the following work in the City of the to Bidders, Proposal form, Plans and Specifications for such llusive of Addendums, each of which documents are made a |
| ARKELL DRIVE STR | REET IMPROVEMENTS |
| 2. In consideration of such work City agrees to pa | ay Contractor and Contractor agrees to accept the sum o |
| , , , | Contractor shall file with the City the bonds and certificates or ents. |
| 4. This Contract shall not be assigned without the writt | en permission of the City Council. |
| IN WITNESS WHEREOF, the parties hereto have executed | this instrument the day and year first above written. |
| ATTEST: | CITY OF BEVERLY HILLS, A municipal corporation |
| BYRON POPE, City Clerk | JULIAN A. GOLD, M.D., Mayor |
| APPROVED AS TO CONTENT: | CONTRACTOR: |
| MAHDI ALUZRI, City Manager | |
| SHARON L'HEUREUX DRESSEL, Risk Manager | |
| SHANA EPSTEIN, Director of Public Works | |
| APPROVED AS TO FORM: | FUNDS AVAILABLE: |
| | JEFFREY MUIR, Director of Finance |

LAURENCE S. WIENER, City Attorney

PERFORMANCE BOND

(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That (contractor)

_____20____.

| as Principal (herein called "Principal") and | |
|--|--|
| called "Obligee"), in just and full sum Dollars an (said sum being equal to 100% of the estimated amount payable by | CITY OF BEVERLY HILLS, a municipal corporation of the State of California (herein d Cents (\$) lawful money of the United States of America the terms of the hereinafter described Contract) for the payment of which, well and our, heirs, executors, administrators, successors, and assigns, jointly and severally |
| THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That | |
| WHEREAS, Principal has been awarded a Contract for the following connection with the execution of the written Contract therefor: ARKE | ng described work of improvement and is required by Obligee to give this bond in ELL DRIVE STREET IMPROVEMENTS |
| Principal's part to be done and performed, and any and all alteration | n each and all of the covenants, conditions, and agreements of said Contract on the ns thereof made as therein provided, at the time and in the manner therein specified ents, and employees, as therein stipulated, then this obligation shall be null and void |
| performed thereunder, whether made after notice or not, shall relea notice of any such extension, change, or alteration. The Surety, by | ration in any of the terms of the Contract or the Contract documents or the work to be use or otherwise affect the obligation of the Surety hereunder, and the Surety waives by the execution of this bond, represents and warrants that this bond has also been sty hereby waives any defense which it might have by reason of any failure of the |
| In the event suit is brought upon this bond by the Obligee and judg shall be an additional obligation of this bond for which Principal and | ment is recovered by the Obligee, court costs, including reasonable attorney's fees Surety shall be liable. |
| Signed and sealed the day of | , 20 |
| PRINCIPAL | SURETY |
| APPROVED AS TO FORM: City Attorney By: | NOTE TO SURETY COMPANY: The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact. |

ATTACH APPROPRIATE JURAT

EXHIBIT "D"

CONTRACTOR'S PAYMENT BOND

(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That (contractor name)

| as Principal (herein called "Principal") and | d | | | | | |
|--|---|---|---|--|---|---|
| as Surety (herein called "Surety") are he (herein called "Obligee"), in just and full America, (said sum being equal to 100% and truly to be made, we hereby bind severally, firmly by these presents. | sum of6 of the estimated amou | _ Dollars and | _ Cents (\$ ms hereinafter | , described Co | lawful money ntract) for the | of the United States of payment of which, well |
| THE CONDITION OF THE ABOVE OBLI | GATION IS SUCH, Tha | t | | | | |
| WHEREAS, Principal has been awarded connection with the execution of the writt | | | | | uired by Oblig | gee to give this bond in |
| NOW, THEREFORE, if Principal or his upon, for, or about the performance of Unemployment Insurance Act with respe and also in case suit is brought upon this persons entitled to file claims under the Country No extension of time granted to the Principal of the Principal with propertion of the Principal with propertion of the Principal with propertion of the Principal of the Principal with propertion of the Principal of the Principal with propertion of the Principal with propertion of the Principal with propertion of the Principal | the work contracted to ct to such work or labor is bond, a reasonable atticivil Code so as to give a cipal and no change or a cter notice or not, shall report alteration. The Suretyper authority, and the S | be done, or for any the surety will pay for torney's fee to be fixe a right of action to the alteration in any of the elease or otherwise a y, by the execution o | work or labor the or the same, in a do by the court. In or their assign terms of the Coffect the obligation of this bond, representation. | nereon of any an amount no This bond sh ns in any suit ontract or the ion of the Sur resents and w | kind, or for a t exceeding the all insure to the brought upon Contract docu ety hereunder varrants that the | amounts due under the ne sum specified above, ne benefit of any and all the bond. Imments or the work to be and the Surety waives his bond has also been |
| Signed and sealed the | day of | , 20 | | | | |
| PRINCIPAL | | CURETY | | | | |
| PRINCIPAL | | SURETY NOTE TO S | JRETY COMP | PANY: The | following 1 | form of |
| APPROVED AS TO FORM: | | acknowledgeme | ent should be | used. If | any other | form of |
| City Attorney | | acknowledgeme copy of unrevok | | | | |
| Ву: | | | | | | |
| 20 | | | | | | |

ATTACH APPROPRIATE JURAT

EXHIBIT "E"

CERTIFICATE OF INSURANCE

(PUBLIC LIABILITY)

This is to certify that the following endorsement is part of the policy(ies) described below: Named Insured (Contractor) Companies Affording Coverage Address B. C. Policy B.I. Company Coverage Expiration Limits Aggregate Number A,B,C P.D. Date [] Automobile Liability [] General Liability [] Products/Completed Operations [] Blanket Contractual [] Contractor's Protective [] Personal injury [] Other [] Excess Liability [] Workers' Compensation It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as a joint and several assureds with respect to claims arising out of the following project: ARKELL DRIVE STREET IMPROVEMENTS within the City of Beverly Hills, California It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all cost and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents, or others employed by contractor while engaged by contractor in the (performance of this agreement) construction of this project. It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to City of Beverly Hills. In the event of cancellation or material change in the above coverage, the company will give 45 days' written notice of cancellation or material change to the certificate holder. Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance polity and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, condition of any contract or other document with respect to which this certification or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

EXHIBIT "F"

TITLE

ADDRESS

AUTHORIZED INSURANCE REPRESENTATIVE

DATE

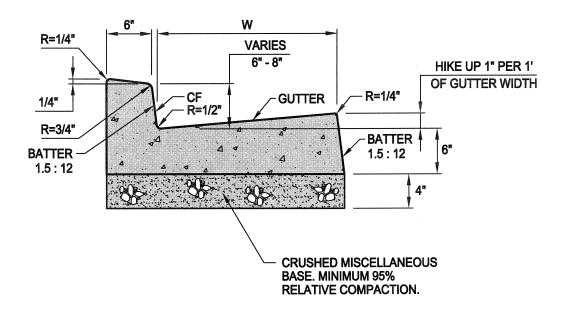
AGENCY

CERTIFICATE OF INSURANCE (Worker's Compensation)

| WHEREA | AS, the City of Bev | erly Hills has requires | certain insurance to be provided by: | _ |
|----------|------------------------|-------------------------|--|-----------|
| | | | company does hereby certify that it he named insureds and that the same a | |
| 1. 2. | Beverly Hills, Cal | | erly Hills, City Hall, 455 North Rexfores are: | rd Drive, |
| 3. | | | es in a form approved by the Insurar operations of the named insureds, a | |
| | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | |
| 4. | limits of liability, u | | eled, nor shall there by any reduction lays written notice thereof has been s | |
| | | | By Its Authorized Represen | tative |
| Approved | l as to form: | 20 | | |
| LAUR | ENCE S. WIENEF | R, City Attorney | | |

APPENDIX A

City of Beverly Hills Standard Drawings



RESIDENTIAL INTEGRAL CURB AND GUTTER SECTION

NOT TO SCALE

NOTES:

- 1. CURB AND GUTTER SHALL BE CONSTRUCTED OF CLASS 520-C-2500 PCC.
- 2. GUTTER WIDTH, W, SHALL MATCH EXISTING OR 24" MINIMUM, UNLESS OTHERWISE SPECIFIED.
- 3. AFTER THE CONCRETE HAS BEEN THOROUGHLY TAMPED TO FORCE THE LARGER AGGREGATE INTO THE CONCRETE AND BRING TO THE TOP SUFFICIENT FREE MORTAR FOR FINISHING, THE SURFACE SHALL BE WORKED TO A TRUE AND EVEN GRADE BY MEANS OF A FLOAT, TROWELED WITH A LONG HANDLED TROWEL OR "FRESNO", AND WOOD-FLOAT FINISHED. THE FLOWLINE OF THE GUTTER SHALL BE TROWELED SMOOTH FOR A WIDTH OF 4 INCHES FOR INTEGRAL CURB AND GUTTER. SIDE FORMS SHALL REMAIN IN PLACE FOR AT LEAST 24 HOURS AFTER COMPLETION OF THE GUTTER, BUT MUST BE REMOVED BEFORE THE WORK WILL BE ACCEPTED.
- 4. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK").
- 5. CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C8" CALIFORNIA CONTRACTOR'S LICENSE.

RESIDENTIAL INTEGRAL CURB AND GUTTER DETAIL

| | REV | ISIONS | | CITY OF BEVER | RLY HILLS, CA | LIFORNIA |
|------|------|-------------|-----------------------|-------------------------------------|--------------------|--|
| MARK | DATE | DESCRIPTION | HILLS | DEPARTMENT OF PU | BLIC WORKS & TRANS | |
| | | | RECOMMENDED_ APPROVED | CITY ENGINEER PUBLIC WORKS DIRECTOR | DATE 7-30-09 | STANDARD DRAWING BH 106 SHEET 1 OF 1 |

COLD-MIX ASPHALT CONCRETE (CUTBACK) PLACED AROUND ALL EDGES OF PLATE AND **ROAD SURFACE. USE WEDGES** TO PREVENT RATTLING. **SURFACE** 12" MIN. 12" MIN. (TYP.) (TYP.) STEEL PLATE WITH NON-SKID SURFACE TREATMENT MILL ALL AROUND TRENCH, 12" x "T" ₹8%. TEMPORARY EXCAVATION

TEMPORARY PAVING OR

| "W" | #T" |
|-------------------------|-------------------------------|
| TRENCH WIDTH | MINIMUM STEEL PLATE THICKNESS |
| ≤3' - 0" | 1 INCH |
| >3' - 0", UP TO 4' - 0" | 1-1/4 INCH |

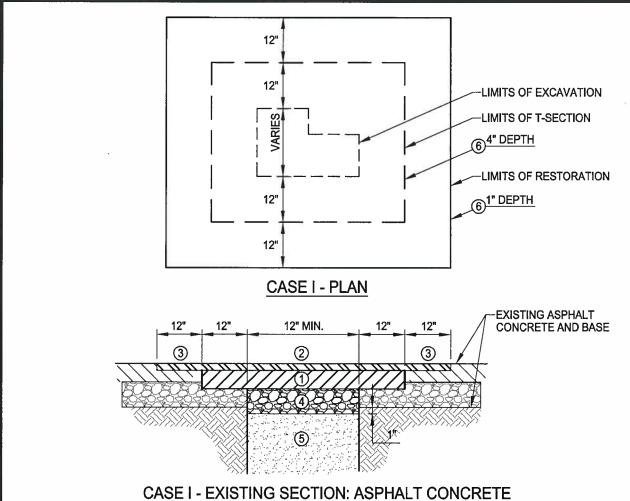
NOTES:

#4 x 12" PIN

- ALL STEEL TRENCH PLATES SHALL BE FULLY SUPPORTED AROUND THE PERIMETER TO PREVENT TIPPING.
- 2. TRENCHES AND EXCAVATIONS SHALL BE ADEQUATELY SHORED OR BRACED TO WITHSTAND HIGHWAY TRAFFIC LOADS.
- 3. WHEN TWO OR MORE PLATES ARE USED, THE PLATES SHALL BE TACK WELDED AT EACH CORNER OR AS REQUIRED BY THE CITY ENGINEER.
- 4. ALL TRENCH PLATES SHALL BE PINNED IN EACH CORNER WITH PINS MADE OF #4 REBAR, OR EQUIVALENT DIAMETER STEEL ROD, WITH A MINIMUM LENGTH OF 12"
- 5. ALL TRENCH PLATING SHALL BE DESIGNED FOR HS20-44 TRUCK LOADING.
- FOR TRENCHES AND EXCAVATIONS WITH SPANS GREATER THAN FOUR FEET (4'), A STRUCTURAL DESIGN SHALL BE PREPARED BY A REGISTERED CIVIL OR STRUCTURAL ENGINEER AND REVIEWED BY THE CITY.
- 7. TRENCH PLATES SHALL BE USED WHEN TRENCH WORK CAN NOT BE COMPLETED WITHIN THE SAME WORKING DAY TO MAINTAIN ALL VEHICULAR, BICYCLE AND PEDESTRIAN TRAFFIC FLOW.
- 8. CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C8" CALIFORNIA CONTRACTOR'S LICENSE.

STEEL PLATE FOR OPEN TRENCH DETAIL

| | REV | ISIONS | CITY OF BEVERLY HI | LLS CALIFORNIA |
|------|------|-------------|---|--|
| MARK | DATE | DESCRIPTION | DEPARTMENT OF PUBLIC WOR | RKS & TRANSPORTATION |
| | | | RECOMMENDED CITY ENGINEER DATE APPROVED DATE | 7-30-09 STANDARD DRAWING 1-31-09 BH 113 SHEET 1 OF 1 |



ON THE PROPERTY OF THE PROPERT

(1) CONSTRUCT NEW ASPHALT CONCRETE BASE COURSE, TYPE B, PG 64-10, 1" THICKER THAN THE EXISTING SECTION.

(2) CONSTRUCT NEW ASPHALT CONCRETE WEARING COURSE:

| TYPES OF STREETS | DEPTH | ASPHALT CONCRETE |
|------------------------------------|--------|-------------------|
| LOCAL RESIDENTIAL STREETS | 1" | TYPE D2, PG-64-10 |
| STREETS WITH RUBBERIZED ASPHALT | 2" MIN | ARHM-GG PG-64-16 |
| COLLECTOR/MAJOR STREETS | 1-1/2" | TYPE C2, PG-64-10 |

① AND ②: THE TOTAL THICKNESS OF ① + ② SHALL BE 4" MINIMUM FOR LOCAL OR COLLECTOR STREETS AND 6" MINIMUM FOR MAJOR STREETS. ASPHALT CONCRETE LAYERS SHALL BE COMPACTED TO 95% OF MAXIMUM THEORETICAL SPECIFIC GRAVITY.

PAVEMENT REPLACEMENT SECTION - CASE I

| 200000000000000000000000000000000000000 | REV | ISIONS | CITY OF BEVERLY HILLS, CALIFORNIA |
|---|------|-------------|---|
| MARK | DATE | DESCRIPTION | DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION CIVIL ENGINEERING DIVISION |
| | | | RECOMMENDED CITY BUSINEER APPROVED PUBLIC WORKS DISECTOR DATE 1/18 · 1/ DATE 1/18 · 1/ SHEET 1 OF 4 |

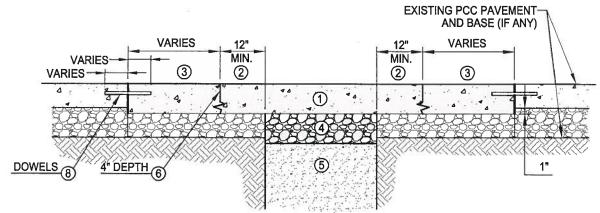
- (3) A. THE LIMITS OF THE RESTORATION SHALL BE A RECTANGULAR AREA EXTENDING A MINIMUM OF 12" BEYOND THE OUTER EDGE OF THE WIDEST PORTION OF THE T-SECTION. THE LIMITS SHALL BE SAWCUT AFTER BACKFILL OF TRENCH IS COMPLETED. THE EXISTING A.C. SHALL BE REMOVED TO A DEPTH EQUAL TO THE THICKNESS OF THE WEARING COURSE. REMOVAL BY COLD MILLING OR PNEUMATIC HAMMER IS ACCEPTABLE. IF THE REMOVALS ARE LESS THAN 5' APART OR LESS THAN 2' FROM A CONCRETE CURB, GUTTER OR CROSS GUTTER, THE RESTORATION SHALL BE CONTINUOUS BETWEEN EXCAVATIONS AND/OR THE EDGE OF THE CONCRETE.
- (4) CONSTRUCT NEW CRUSHED AGGREGATE BASE TO MATCH EXISTING THICKNESS OR 4" THICKNESS, WHICHEVER IS GREATER. COMPACT TO 95% OF RELATIVE DENSITY.
- (5) TRENCH BACKFILL SHALL BE EITHER:
 - A. NATIVE MATERIAL OR IMPORTED SOIL (IF NATIVE IS UNSUITABLE)
 - **B. CRUSHED AGGREGATE BASE**
 - C. TWO SACK CEMENT SAND SLURRY

COMPACTION TEST (USING CITY APPROVED METHOD) ARE REQUIRED UNLESS SLURRY IS USED.

- 6 SAWCUTTING WILL BE REQUIRED AROUND THE PERIMETER OF THE FINAL EDGE OF ALL EXCAVATIONS TO PROVIDE CLEAN, STRAIGHT, VERTICAL SIDES.
- 7. T-SECTIONS ARE 12" WIDE AS MEASURED FROM THE FINAL EDGE OF TRENCH (AFTER SLUFFING).
- 8. ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED BY RESTORATION WORK SHALL BE REPLACED.
- 9. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS ("GREENBOOK").
- 10. CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C8" CALIFORNIA CONTRACTOR'S LICENSE.

PAVEMENT REPLACEMENT SECTION - CASE I

| | REV | ISIONS | GEVERLY CITY OF BEVERLY HILLS, CALIFORN | | | | | | | |
|------|------|-------------|---|--|--------------|--|--|--|--|--|
| MARK | DATE | DESCRIPTION | RECOMMENDED_ APPROVED_ | DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION CIVIL ENGINEERING DIVISION | | | | | | |
| | | | | CITY PORTIVEER OF PUBLICAWORKS THRECTOR | DATE 1/18/11 | STANDARD DRAWING BH 114 SHEET 2 OF 4 | | | | |



CASE II - EXISTING SECTION: PORTLAND CONCRETE CEMENT

- (1) CONSTRUCT NEW PCC PAVEMENT 1" THICKER THAN THE EXISTING CONCRETE, 6" MINIMUM.
- THE EXACT LIMITS FOR REMOVAL SHALL BE DETERMINED BY THE CITY ENGINEER SUCH THAT JOIN LINES ARE NOT WITHIN 2'-6" OF EXISTING PAVEMENT JOINTS OR SIGNIFICANT CRACKS. IF THE EXCAVATIONS ARE LESS THAN 5' APART OR LESS THAN 2'-6" FROM A CONCRETE CURB, GUTTER OR EXPANSION JOINT, THE RESTORATION SHALL BE CONTINUOUS BETWEEN EXCAVATIONS AND/OR THE EDGE OF CONCRETE.
- (3) FOR PCC STREETS OR INTERSECTIONS THE LIMITS OF THE RESTORATION SHALL BE A RECTANGULAR AREA EXTENDING TO THE NEAREST CONSTRUCTION JOINT. THE STRUCTURAL SECTION OUTSIDE THE UTILITY TRENCH AREA SHALL BE EQUAL TO (1) + (4).
- (4) CONSTRUCT NEW CRUSHED AGGREGATE BASE TO MATCH EXISTING THICKNESS OR 4" THICKNESS, WHICHEVER IS GREATER. COMPACT TO 95% OF RELATIVE DENSITY.
- (5) TRENCH BACKFILL SHALL BE EITHER:
 - A. NATIVE MATERIAL OR IMPORTED SOIL (IF NATIVE IS UNSUITABLE)
 - **B. CRUSHED AGGREGATE BASE**
 - C. TWO SACK CEMENT SAND SLURRY

COMPACTION TEST (USING CITY APPROVED METHOD) ARE REQUIRED UNLESS SLURRY IS USED.

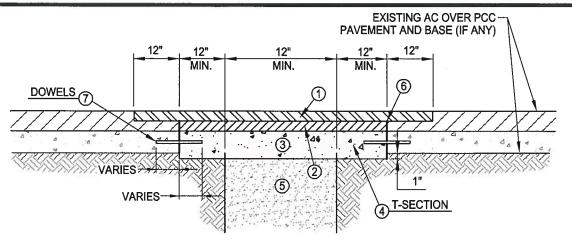
- (6) SAWCUTTING WILL BE REQUIRED AROUND THE PERIMETER OF THE FINAL EDGE OF ALL EXCAVATIONS TO PROVIDE CLEAN, STRAIGHT, VERTICAL SIDES.
- 7 DOWEL SIZE, SPACING, AND EMBEDMENT SHOULD BE AS FOLLOWS:

| | | |
|--------------------|------------------|-----------|
| CONCRETE THICKNESS | SIZE AND SPACING | EMBEDMENT |
| 6" | #4 @ 16" O.C. | 4" |
| 8" | #5 @ 16" O.C. | 6" |
| 10" | #6 @ 16" O.C. | 8" |

- 8. ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED BY RESTORATION WORK SHALL BE REPLACED.
- ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS ("GREENBOOK").
- CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C8" CALIFORNIA CONTRACTOR'S LICENSE.

PAVEMENT REPLACEMENT SECTION - CASE II

| | REV | ISIONS | CITY OF BEVERLY HILLS, CALIFORN | ΠΔ | | | | | |
|------|------|-------------|--|---|--|--|--|--|--|
| MARK | DATE | DESCRIPTION | DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION CIVIL ENGINEERING DIVISION | DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION | | | | | |
| | | | RECOMMENDED DATE 1/18/2/1 STANDARD IN APPROVED DATE 1/18/1/1 SHEET 3 | | | | | | |



CASE III - EXISTING SECTION: ASPHALT OVER CONCRETE

- (1) CONSTRUCT 1" NEW ASPHALT CONCRETE WEARING COURSE TYPE D2, PG 64-10. FOR STREETS WITH RUBBERIZED ASPHALT USE ARHM-GG PG-64-16, 2" MIN.
- ② CONSTRUCT NEW ASPHALT CONCRETE BASE COURSE, TYPE B, PG 64-10.
- (3) CONSTRUCT NEW PCC PAVEMENT BASE, 560-C-3250, 1" THICKER THAN THE EXISTING CONCRETE, 6" MINIMUM. ASPHALT CONCRETE LAYERS SHALL BE COMPACTED TO 95% OF MAXIMUM THEORETICAL SPECIFIC GRAVITY.
- (4) THE EXACT LIMITS FOR REMOVAL SHALL BE DETERMINED BY THE CITY ENGINEER SUCH THAT JOIN LINES ARE NOT WITHIN 2'-6" OF EXISTING PAVEMENT JOINTS OR SIGNIFICANT CRACKS. IF THE EXCAVATIONS ARE LESS THAN 5' APART OR LESS THAN 2'-6" FROM A CONCRETE CURB, GUTTER OR EXPANSION JOINT, THE RESTORATION SHALL BE CONTINUOUS BETWEEN EXCAVATIONS AND/OR THE EDGE OF CONCRETE.
- (5) TRENCH BACKFILL SHALL BE EITHER:
 - A. NATIVE MATERIAL OR IMPORTED SOIL (IF NATIVE IS UNSUITABLE)
 - B. CRUSHED AGGREGATE BASE
 - C. TWO SACK CEMENT SAND SLURRY

COMPACTION TEST (USING CITY APPROVED METHOD) ARE REQUIRED UNLESS SLURRY IS USED.

- 6 SAWCUTTING WILL BE REQUIRED AROUND THE PERIMETER OF THE FINAL EDGE OF ALL EXCAVATIONS TO PROVIDE CLEAN, STRAIGHT, VERTICAL SIDES.
- 7 DOWEL SIZE, SPACING, AND EMBEDMENT SHOULD BE AS FOLLOWS:

| CONCRETE THICKNESS | SIZE AND SPACING | EMBEDMENT |
|--------------------|------------------|-----------|
| 6" | #4 @ 16" O.C. | 4" |
| 8" | #5 @ 16" O.C. | 6" |
| 10" | #6 @ 16" O.C. | 8" |

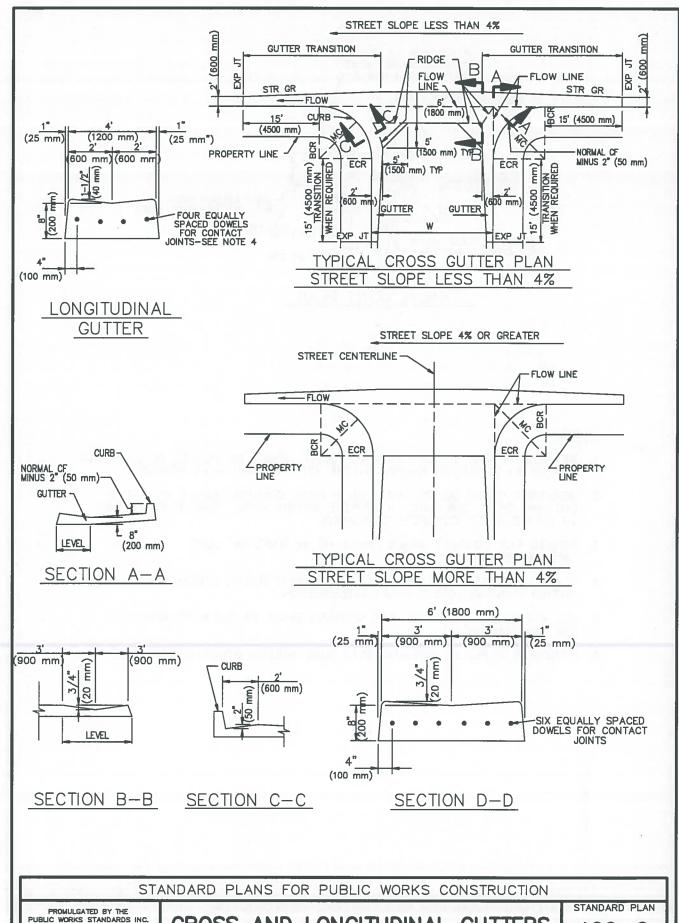
- 8. ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED BY RESTORATION WORK SHALL BE REPLACED.
- 9. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS ("GREENBOOK").
- 10. CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C8" CALIFORNIA CONTRACTOR'S LICENSE.

PAVEMENT REPLACEMENT SECTION - CASE III

| | REV | ISIONS | BEVERLY | CITY OF BEVER | LY HILLS, CA | LIFORNIA | | | | |
|------|------|-------------|-------------|--|--------------|--------------------------------------|--|--|--|--|
| MARK | DATE | DESCRIPTION | HILLS | DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION CIVIL ENGINEERING DIVISION | | | | | | |
| | | | RECOMMENDED | CHYENGKIEER PUBLIC WORKS DIRECTOR | DATE | STANDARD DRAWING BH 114 SHEET 4 OF 4 | | | | |

APPENDIX B

Standard Plans for Public Works Construction (2012 Ed.)



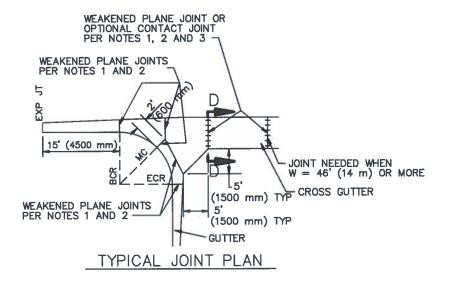
CROSS AND LONGITUDINAL GUTTERS

SHEET 1 OF

REV. 1996, 2009

GREENBOOK COMMITTEE 1984

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION



NOTES:

- 1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
- 2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
- DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
- 4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
- 5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
- 6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

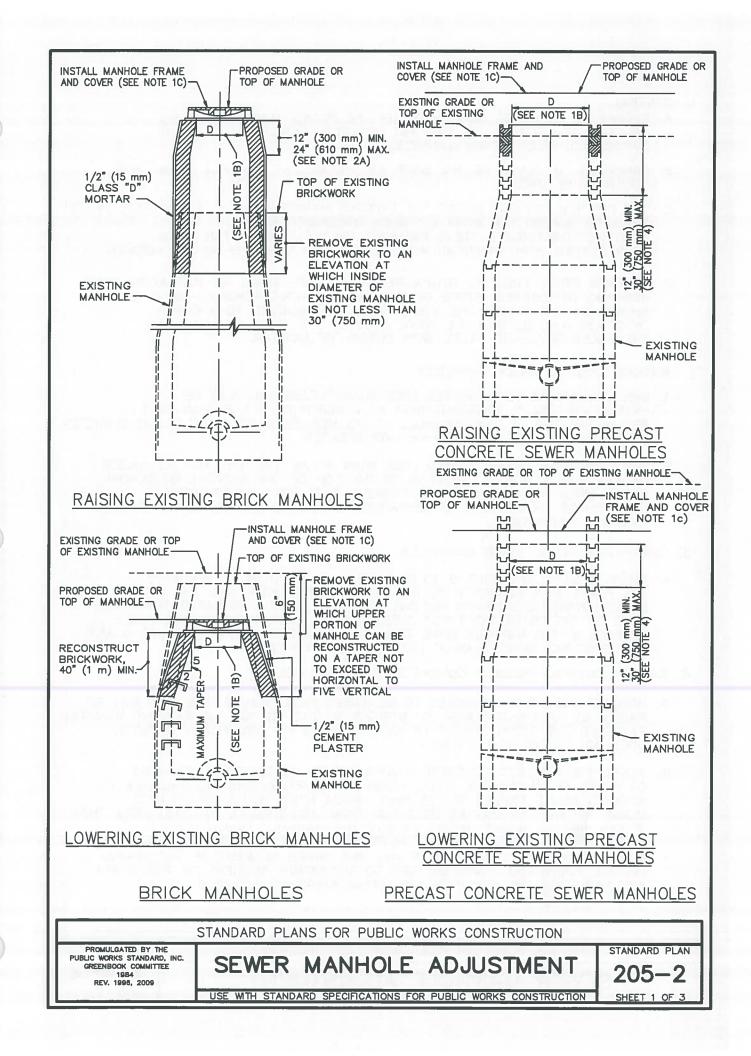
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CROSS AND LONGITUDINAL GUTTERS

STANDARD PLAN

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NOTES:

1. GENERAL

- A. EXCEPT AS INDICATED HEREON OR ON THE PLANS, MANHOLES SHALL CONFORM TO: SPPWC 200, PRECAST CONCRETE SEWER MANHOLE AND SPPWC 203, BRICK SEWER MANHOLE.
- B. DIMENSION "D" SHALL BE THE SAME AS THE SIZE OF MANHOLE FRAME AND COVER TO BE USED.
- C. THE CONTRACTOR MAY REUSE THE EXISTING MANHOLE FRAME AND COVER, UNLESS DAMAGED DURING THE WORK OR WHEN OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. ITEMS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH IDENTICAL NEW ITEMS AT NO EXPENSE TO THE AGENCY.
- D. EXISTING STEPS LOCATED WITHIN REMOVAL LIMITS SHALL BE REPLACED. WHEN REMOVAL OF EXISTING STEPS BEYOND THE MANHOLE REMOVAL LIMITS IS SHOWN ON THE PLANS, THE STEPS SHALL BE REMOVED TO A DEPTH OF 2" (50 mm) BEYOND THE INSIDE FACE OF THE BRICK MANHOLE AND THE HOLES SHALL BE FILLED WITH CLASS "D" MORTAR.

2. RAISING EXISTING BRICK MANHOLES

- A. BRICK MANHOLES TO BE RAISED LESS THAN 1' (300 mm) MAY BE EXTEND VERTICALLY, PROVIDED THAT AT A DEPTH OF 2 1/2' (750 mm) BELOW THE TOP OF THE MANHOLE AT ITS NEW ELEVATION, THE INSIDE DIAMETER OF THE MANHOLE IS 30" (750 mm) OR GREATER.
- B. BRICK MANHOLES TO BE RAISED LESS THAN 3 1/2" (90 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING BRICKWORK. IF THE BRICK MANHOLE IS TO BE RAISED 3 1/2" (90 mm) OR MORE, A NEW COURSE OR COURSES OF BRICKWORK SHALL BE PLACED ON TOP OF THE EXISTING BRICKWORK.

3. LOWERING EXISTING BRICK MANHOLES

- A. WHERE A BRICK MANHOLE IS TO BE LOWERED LESS THAN 1' (300 mm), THE FRAME MAY BE RESET ON THE EXISTING BRICKWORK AND THE 40" (1 m) MINIMUM BRICKWORK RECONSTRUCTION OMITTED, PROVIDED THAT THE BASE OF THE FRAME DOES NOT OVERHANG THE BRICKWORK ON THE INSIDE SURFACE OF THE MANHOLE MORE THAN AN AVERAGE OF 1 1/2" (35 mm) IN ANY QUADRANT NOR MORE THAN 2" (50 mm) AT ANY POINT.
- 4. RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES
 - A. PRECAST CONCRETE MANHOLES TO BE RAISED LESS THAN 3" (75 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING MANHOLE, PROVIDED THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, DOES NOT EXCEED 3" (75 mm).
 - B. WHERE THE PRECAST CONCRETE MANHOLE IS TO BE RAISED 3" (75 mm) OR MORE, OR WHERE THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, WOULD EXCEED 3" (75 mm), GRADE RINGS SHALL BE UTILIZED. CLASS "D" MORTAR MAY BE USED FOR FINAL ADJUSTMENT, BUT NOT MORE THAN 3" (75 mm) IN HEIGHT. WHERE RAISING THE MANHOLE WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING MORE THAN 30" (750 mm) IN HEIGHT, REMOVE THE REDUCER AND THE UPPER SEGMENT OF THE SHAFT, INSTALL ADDITIONAL RINGS OR PIPE TO THE LOWER SEGMENT OF THE SHAFT, AND REINSTALL THE REDUCER AND GRADE RINGS AS REQUIRED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SEWER MANHOLE ADJUSTMENT

STANDARD PLAN

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- 5. LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES
 - A. REMOVE SUFFICIENT GRADE RINGS TO LOWER THE MANHOLES AS REQUIRED, APPLY CLASS "D" MORTAR TO A HEIGHT NOT EXCEEDING 3" (75 mm) FOR ADJUSTMENT TO FINAL GRADE.
 - B. WHERE REMOVAL OF GRADE RINGS WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING LESS THAN 12" (300 mm) IN HEIGHT, REMOVE THE REDUCER AND SUFFICIENT SECTIONS OF THE LOWER SEGMENT OF THE SHAFT AND REINSTALL ANY NECESSARY SEGMENT OF THE LOWER SHAFT, THE REDUCER, AND THE GRADE RINGS TO CONFORM TO THE REQUIREMENTS OF THIS PLAN.
 - C. EXISTING GRADE RINGS NEED NOT BE REMOVED IF EXISTING MORTAR IS REMOVED, AND AT LEAST 1 1/2" (35 mm) OF MORTAR MAY BE PLACED ON TOP OF THE EXISTING GRADE RINGS TO RESEAT THE FRAME.
- 6. REPLACEMENT OF BRICK REDUCER WITH PRECAST CONCRETE REDUCER AND SHAFT UNLESS OTHERWISE INDICATED ON THE PLANS, THE CONTRACTOR MAY INSTALL A PRECAST CONCENTRIC CONCRETE REDUCER, CONCRETE GRADE RINGS, AND CONCRETE PIPE IN LIEU OF RECONSTRUCTING A BRICK REDUCER, PROVIDED:
 - A. THE MAXIMUM ID OF SEWER PIPE CONNNECTED TO THE MANHOLE DOES NOT EXCEED 8" (200 mm).
 - B. THE CONTRACTOR SECURES PRIOR APPROVAL FROM THE ENGINEER TO INSTALL THE CONCENTRIC REDUCER ONTO THE MANHOLE SHAFT. THE ENGINEER MAY, AS PART OF THE INSTALLATION REQUIREMENTS, REQUIRE THE CONTRACTOR TO COAT THE INSIDE OF THE REDUCER, RINGS, AND PIPE WITH AN APPROVED COATING.
 - C. THE CONCRETE GRADE RINGS, THE CONCRETE REDUCER, AND ANY CONCRETE PIPE SHALL BE JOINED TOGETHER AND BEDDED ONTO THE EXISTING BRICK MANHOLE WITH CLASS "D" MORTAR. THE DEPTH, WIDTH, AND THICKNESS OF THE MORTAR SHALL BE OF SUFFICIENT DIMENSIONS TO PROPERLY AND ADEQUATELY JOIN AND BED THE COMPONENT PARTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SEWER MANHOLE ADJUSTMENT

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APPENDIX C

COBH Approved Heavy Haul Truck Route Map



Approved Heavy Haul Routes - City of Beverly Hills, California



7-2-203: STREETS DESIGNATED FOR HEAVY VEHICLE USAGE:



The following streets are designated for use by vehicles exceeding a maximum gross weight, including the vehicle and its load, of three (3) tons:

Alden Drive: Bedford Drive from Wilshire Boulevard to Santa Monica Boulevard (north); Beverly Boulevard; Beverly Drive from the south city limits to Santa Monica Boulevard (north); Brighton Way from Canon Drive to Wilshire Boulevard; Burton Way; Camden Drive from Wilshire Boulevard to Santa Monica Boulevard (north); Canon Drive from Wilshire Boulevard to Santa Monica Boulevard (north); Civic Center Drive from Burton Way to Santa Monica Boulevard (south); Crescent Drive between the north and south roadways of Santa Monica Boulevard; Dayton Way from Canon Drive to Wilshire Boulevard; Doheny Drive; Foothill Road from Burton Way to Santa Monica Boulevard (south); La Cienega Boulevard; Linden Drive from Wilshire Boulevard to Santa MonicaBoulevard (south); Maple Drive from Burton Way to Santa Monica Boulevard (south); Olympic Boulevard; Rexford Drive from Santa Monica Boulevard (north) to Burton Way; Robertson Boulevard; Rodeo Drive from Wilshire Boulevard to Santa Monica Boulevard (north); Roxbury Drive from Wilshire Boulevard to Santa Monica Boulevard (north); San Vicente Boulevard; Santa Monica Boulevard (north and south roadways); Third Street;

Wilshire Boulevard. (1962 Code § 3-6.1306)

<u>APPENDIX D</u>

Spot Repair Take-off

Arkell Drive - Loma Vista Dr. to Vick Pl.

Note: Dimensions are estimates only. Actual size and shape of spot repairs may vary. Field investigation, coordination, and marking are required. Estimates below may count for multiple spot repairs.

Asphalt R/R Spot Repairs

| Location # | Location | Length | Width | Square Footage | Notes |
|------------|---|--------|-------|----------------|--|
| 1 | Arkell-west side just north of Loma Vista | 63 | 2 | 126 | |
| 1 | Arkell-west side just north of Loma Vista | 6 | 6 | 36 | next to cross gutter |
| 2 | Arkell-west side just north of Loma Vista | 63 | 2 | 126 | |
| 3 | Arkell-east side just north of Loma Vista | 8 | 6 | 48 | Uplifted by tree roots, next to cross gutter |
| 4 | Loma Vista - west side just north of Arkell | 24 | 4 | 96 | Uplifted by tree roots, next to cross gutter |
| 5 | Loma Vista - west side just north of Arkell | 5 | 4 | 20 | Uplifted by tree roots, next to cross gutter |
| 6 | Arkell - east side just south of Haynes | 27 | 3 | 81 | next to catch basin |
| 7 | Arkell/Haynes intersection - east side | 13 | 5 | 65 | next to catch basin |
| 8 | Arkell/Haynes intersection - west side | 21 | 4 | 84 | next to cross gutter |
| 9 | 515 Arkell | 56 | 10 | 560 | |
| 10 | 515 & 525 Arkell | 65 | 7 | 455 | |
| 11 | 520 Vick (Arkell side - mid-block) | 14 | 5 | 70 | MH in patch |
| 12 | 525 Arkell | 20 | 4 | 80 | |
| 13 | 525 Arkell | 31 | 4 | 124 | |
| 14 | 535 Arkell (just south of Vick) | 23 | 18 | 414 | |
| | | | | 2,385 | |

Concrete Work

| Location # | Location # Location | | Width | Square Footage | Notes |
|------------|--|----|-------|----------------|---|
| 15 | Arkell/Loma Vista intersection (NE corner) | 25 | 23 | 575 | cross-gutter including curbs (deduct radius area) |
| 16 | Arkell/Loma Vista intersection (NE corner) | 4 | 3 | 12 | cross-gutter |
| 17 | Arkell/Haynes intersection (NW corner) | 20 | 20 | 400 | cross-gutter including curbs (deduct radius area) |
| | | | | 987 | |
| | | | | | |
| 18 | Arkell - esat side south of Haynes | 8 | | 8 | curb & gutter |