

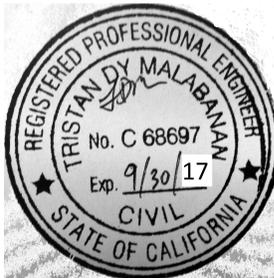
NOTICE TO BIDDERS
PROPOSAL FORM
SPECIFICATIONS
and
STANDARD CONTRACTUAL REQUIREMENTS
Construction of
GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION
Within the City of
BEVERLY HILLS, CALIFORNIA

**CIVIL ENGINEERING DIVISION
CAPITAL ASSETS DEPARTMENT
BEVERLY HILLS, CALIFORNIA**

**MARK CUNEO, P. E.
CITY ENGINEER**

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Approved As To Form:

**September 2015
Project No. 10105**

City Attorney

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<u>No.</u>	<u>Description</u>
BH-712	Water Meter Box & Lid – 13" x 24"
BH-713	Water Meter Box & Lid – 17" x 30"
BH-714	10" x 17" Water Meter Box & Lid – H/20 Loading
BH-715	13" x 24" Water Meter Box & Lid – H/20 Loading
BH-716	17" x 30" Water Meter Box & Lid – H/20 Loading
BH-717	2' x 3' Water Vault Box & Lid
BH-718	2'-6" x 4' Water Vault Box & Lid

APPENDIX B –Beverly Hills Updated Meter Box Details

- Description**
Beverly Hills Logo
Picture of Cover Logo
Steel Traffic Rated Cover w/ Polymer Reader - 10"x17"
Steel Traffic Rated Cover w/ Polymer Reader - 13"x24"
Steel Traffic Rated Cover w/ Polymer Reader - 17"x30"
Steel Traffic Rated Cover - 20"x36"
Steel Traffic Rated Cover - 30"x48"
Steel Cover Openings Sample
Jensen Precast Water Vault - 24"x36"
Jensen Precast Water Vault - 20"x48"
1-inch Non-Traffic Rated Meter Box
2-inch Non-Traffic Rated Meter Box

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NOTICE TO BIDDERS
for the
GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION
within the City of
BEVERLY HILLS, CALIFORNIA
00000

BIDS - Sealed proposals for the **GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION** 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 15, 2015** 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 NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT
WEST TANK			
1	Mobilization & safety	1	LS
2	Remove float well & patch	1	EA
3	Remove Wagner reader & probe & patch concrete	10	EA
4	R/R joint sealant	1	LS
5	Rehabilitate inlet 18" valve, piping, rod stem, and valve box & install Tideflex flanged check valve	1	LS
6	Remove rust & seal cracks in walls and columns	1	LS
7	R/R staff gauges	2	EA
8	Design & install sampling pump station	1	EA
9	Rehabilitate sump valves, piping, rod stems, and valve boxes	1	LS
10	Disinfection, fill, & test	1	LS
EAST TANK			
11	Mobilization & safety	1	LS
12	Dry & aerate east basin	1	LS
13	Remove float well & patch	1	EA
14	R/R joint sealant	1	LS
15	Rehabilitate inlet 18" valve, piping, rod stem, and valve box & install Tideflex flanged check valve	1	LS
16	Remove rust & seal cracks in walls and columns	1	LS
17	R/R staff gauges	2	EA

18	Design & install sampling pump station	1	LS
19	Rehabilitate sump valves, piping, rod stems, and valve boxes	1	LS
20	Disinfection, fill, & test	1	LS
PUMP HOUSE			
21	R/R steel door & jam	1	LS

Copies of the Specifications and Proposal Form may be inspected and obtained at the office of the City Engineer located at 345 Foothill Road, Beverly Hills, California. There is no charge or deposit required for this material; therefore, they are not to be returned to the City for refund. Each bidder shall furnish the City the name, address, and telephone number of the firm requesting specifications.

References in the project specifications to specific sections of the Standard Specifications refer to the book of "Standard Specifications for Public Works Construction", 2012 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 - The second paragraph of Section 3-2.2.1 "Contract Unit Prices", of the Standard Specifications for Public Works Construction is deleted.

The fourth paragraph of Section 3-2.2.1 "Contract Unit Prices", 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 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.

Section 3-3.2.2 shall be changed as follows:

(a) Labor. The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus the employer payments of payroll taxes, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by collective bargaining agreements.

The following will revise Section 3-3.2.3 of the Greenbook:

(a) 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%

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) 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.

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. 15-48: GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION."**

ENGINEER'S ESTIMATE - The preliminary cost of construction of this Work has been prepared and the said estimate is **\$750,000**.

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.

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

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 1, Article 2, Sections 1770, 1773, 1773.1."

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.

PRE-BID MEETING AND SITE SURVEY – A mandatory pre-bid conference will be held on September 29, 2015, at 10:00AM in Conference Room 217 of the City of Beverly Hills Public Works building located at 345 Foothill Road, Beverly Hills CA, 90210.

Every Bidder is required to attend the pre-bid conference and site survey. Failure by the Bidder to attend will eliminate the Bidder from the BID process. Furthermore, no allowances for cost adjustments will be made if Bidders fail to adequately examine the premises before submitting a proposal. Site surveys will be arranged between COBH and the Bidder. Questions regarding the site surveys should be directed to the contact identified in this document. Bidders may bring up to two of their own employees or subcontractors.

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.

In submitting its bid, **each Bidder** will be required to certify that he/she has a **minimum of five consecutive years** of current experience in the field of concrete repair and protection, completed a potable water reservoir rehabilitation or upgrade project within the past five years, 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. Contractor shall maintain qualified personnel who have received product training by a Sika representative. **If a Bidder fails to meet these qualifications, City shall consider the Bidder to be not responsible.**

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
GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION
within the City of
BEVERLY HILLS, CALIFORNIA

ooooo

Beverly Hills, California

Date 10-15-2015

To the Honorable City Council
Beverly Hills, California:

In compliance with the advertised notice inviting sealed proposals for the **GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION** within the Cities of Beverly Hills and West Hollywood, 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 (both for City of Beverly Hills and West Hollywood) 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:

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY AND UNIT</u>	<u>DESCRIPTION PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL IN FIGURES</u>
<u>WEST TANK</u>				
1	1 LS	Mobilization & Safety _____ DOLLARS and _____ CENTS per Lump Sum	\$ _____	\$ _____
2	1 EA	Remove Float Well & Patch _____ DOLLARS and _____ CENTS per Lump Sum	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY AND UNIT</u>	<u>DESCRIPTION PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL IN FIGURES</u>
3	10 EA	Remove Wagner Reader & Probe & Patch Concrete	\$_____	\$_____
		_____ DOLLARS		
		and _____ CENTS		
		per Each		
4	1 LS	Remove and Replace Joint Sealant	\$_____	\$_____
		_____ DOLLARS		
		and _____ CENTS		
		per Lump Sum		
5	1 LS	Rehabilitate 18" Inlet Valve, Piping, Rod Stem and Valve Box, & Install Tideflex Flanged Check Valve	\$_____	\$_____
		_____ DOLLARS		
		and _____ CENTS		
		per Lump Sum		
6	1 LS	Remove Rust & Seal Cracks in Walls and Columns	\$_____	\$_____
		_____ DOLLARS		
		and _____ CENTS		
		per Lump Sum		

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY AND UNIT</u>	<u>DESCRIPTION PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL IN FIGURES</u>
7	2 EA	Remove and Replace Staff Gauges _____ DOLLARS and _____ CENTS per Each	\$ _____	\$ _____
8	1 LS	Design & Install Sampling Pump Station _____ DOLLARS and _____ CENTS per Lump Sum	\$ _____	\$ _____
9	1 LS	Rehabilitate Sump Valves, Piping, Rod Stems and Valve Boxes _____ DOLLARS and _____ CENTS per Lump Sum	\$ _____	\$ _____
10	1 LS	Disinfection, Fill, & Test _____ DOLLARS and _____ CENTS per Lump Sum	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY AND UNIT</u>	<u>DESCRIPTION PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>
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EAST TANK

11	1 LS	Mobilization & Safety	\$ _____
----	------	-----------------------	----------

_____ DOLLARS

and _____ CENTS

per **Lump Sum**

12	1 LS	Dry & Aerate East Tank	\$ _____
----	------	------------------------	----------

_____ DOLLARS

and _____ CENTS

per **Lump Sum**

13	1 EA	Remove Float Well & Patch	\$ _____
----	------	---------------------------	----------

_____ DOLLARS

and _____ CENTS

per **Each**

14	1 LS	Remove and Replace Joint Sealant	\$ _____
----	------	----------------------------------	----------

_____ DOLLARS

and _____ CENTS

per **Lump Sum**

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY AND UNIT</u>	<u>DESCRIPTION PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>
15	1 LS	Rehabilitate 18" Inlet Valve, Piping, Rod Stem and Valve Box, & Install Tideflex Flanged Check Valve _____ DOLLARS and _____ CENTS per Lump Sum	\$ _____
16	1 LS	Remove Rust & Seal Cracks in Walls and Columns _____ DOLLARS and _____ CENTS per Lump Sum	\$ _____
17	2 EA	Remove and Replace Staff Gauges _____ DOLLARS and _____ CENTS per Each	\$ _____
18	1 LS	Design & Install Sampling Pump Station _____ DOLLARS and _____ CENTS per Lump Sum	\$ _____

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY AND UNIT</u>	<u>DESCRIPTION PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>
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19	1 LS	Rehabilitate Sump Valves, Piping, Rod Stems and Valve Boxes	\$ _____
		_____ DOLLARS	
		and _____ CENTS	
		per Lump Sum	

20	1 LS	Disinfection, Fill, & Test	\$ _____
		_____ DOLLARS	
		and _____ CENTS	
		per Lump Sum	

PUMP HOUSE

21	1 EA	R/R Steel Door & Jam	\$ _____
		_____ DOLLARS	
		and _____ CENTS	
		per Each	

TOTAL BID PRICE FOR THE ENTIRE CONTRACT WORK for the cost of labor, materials, equipment parts, implements and supplies necessary to complete the project, as based on the City Engineer's estimate of quantities of work to be done (**Summation of preceding subtotals of Items 1 through 21**)

	DOLLARS and	
(Words)		
	CENTS	\$ _____
(Words)		(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.

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

Subcontractors listed in accordance with the provision of Section 2-3 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 duly sworn, deposes and says that he or
she is _____ of

_____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, **or** corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor

(Attach appropriate notary acknowledgments)

TE750013
12-12-89

Respectfully submitted:

Dated _____

FIRM NAME _____

SIGNATURE _____

Bidder

ADDRESS _____

TELEPHONE: BUSINESS _____

RESIDENCE _____

CONTRACTOR'S LICENSE NO. _____ 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

NAME

ADDRESS

I (we) hereby state and declare under the penalty of perjury under the laws of California, that the representations made herein are true and correct.

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

GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION

within the City of
BEVERLY HILLS, CALIFORNIA

00000

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, **GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION** 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", 2012 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, 2012 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", 2012 Edition is amended as follow:

1) 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, permit processing, office calculations, 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.

- 2) The second paragraph of *Section 3-2.2.1 "Contract Unit Prices"*, of the Standard Specifications for Public Works Construction is deleted.
- 3) The fourth paragraph of *Section 3-2.2.1 "Contract Unit Prices"*, 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."
- 4) The first paragraph of *Section 3-3.2.2* shall be changed as follows:

3-3.2.2.1 Labor. The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus the employer payments of payroll taxes, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by collective bargaining agreements.

- 5) *Section 3-3.2.3 Markup* shall be replaced by the following:

3-3.2.3.1 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% |

3-3.2.3.2 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.**

6) The first paragraph of Section 6-9 LIQUIDATED DAMAGES shall be replaced by the following:

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of **Five Hundred Dollars (\$500.00).**

1-03.3 AWWA SPECIFICATIONS - The words "AWWA Standards" when used in these specifications or in the contract refer to the "American Water Works Association Standards – December 2009", written by the American Water Works Association.

The AWWA Standards, December 2009 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.

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 **200 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	2015	2016
New Year's Day	Jan 1 (Thurs)	Jan 1 (Mon)
Martin Luther King Day	Jan 19 (Mon)	Jan 18 (Mon)
President's Day	Feb 16 (Mon)	Feb 15 (Mon)
Passover	April 3 (Fri), April 4 (Sat)	April 22 (Fri), April 23 (Sat)
Good Friday	April 3 (Fri)	Mar 25 (Fri)
Special Event	N/A	April 28-May 2
Memorial Day	May 25 (Mon)	May 30 (Mon)
Independence Day	Jul 3 (Fri), Jul 4 (Sat)	July 4 (Mon)
Labor Day	Sept 7 (Mon)	Sept 5 (Mon)
Rosh Hashanah	Sept 13 (Sun), 14 (Mon)	Oct 2 (Sun), Oct 3 (Mon)
Yom Kippur	Sept 22 (Tues)	Oct 11 (Tues)
Veteran's Day	Nov 11 (Wed)	Nov 11 (Fri)
Thanksgiving Day	Nov 26 (Thurs), Nov 27 (Fri)	Nov 24 (Thurs), Nov 25 (Fri)
Christmas Day	Dec 25 (Fri)	Dec 25 (Sun), Dec 26 (Mon)

- 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 Water Division staff 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 removed material shall be loaded into hauling vehicles as the material is removed. See **Appendix D** for "COBH Approved Heavy Haul Truck Route Map". Stockpiling of excavated material on top of the reservoir and/or within Greystone Park is not allowed. (**Load Limit on Reservoir Roof = 6 Ton over 2 axles**)

- f) 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.
- g) All Underground Service Alert (USA) markings have to be removed by the Contractor at the end of the construction project.
- h) 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.
- i) All dirt on construction vehicle tires shall be removed prior to leaving the construction area.
- j) At the Pre-Construction meeting; the City will require the Contractor to furnish a pager number and 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.
- k) 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 know exactly which day 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.
- l) 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 COBH-approved heavy haul truck route map in appendix.
- m) 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 5:00 p.m., Monday through Friday. Greystone is a secure site and city park rangers are in charge of opening and locking gates daily.
- 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 or West Hollywood.

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 Arthur Saenz, Operations Supervisor (310.285.2465)

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 appendices when applicable.

For all items of work, the Contractor is required to: 1) comply with all applicable AWWA Standards and OSHA, 2) provide properly trained & certified workers and safety equipment for confined space entry, 3) provide traffic control any vehicles and equipment in the parking lot above the reservoir, 4) provide scaffolding and any related safety equipment, and 5) protect the east tank

from contamination when west tank is under construction and vice versa; closing all openings between the two tanks may be necessary. If the construction activities cause All products used inside the reservoir for coatings, sealants, etc. shall be NSF61 approved or certified. In addition, the contractor is required to perform a site visit prior to bid to determine actual quantities, scope, and logistics. A site visit will be arranged after the pre-bid meeting. No payment will be made for the associated work until the related tasks have been completed.

2-12.1 ITEMS 1 & 11. MOBILIZATION & SAFETY – The unit price bid per lump sum shall include all the work involved:

- a. Mobilization
- b. Traffic control including all signage, delineators, arrow boards, message boards, etc. as needed.
- c. Providing the power supply required at the reservoir site during the entire construction period for all project-related activities including (but not limited to) aeration/dehumidification, air movers/ventilation, task lighting, joint sanding/priming and sealing.
- d. All safety equipment including for confined space entry.
- e. Providing sufficiently powerful task lighting inside the reservoir for joint sanding/priming and sealing.
- f. Proper removal and disposal of all materials. Tracking records shall be submitted at the end of the project.
- g. Demobilization

Billing to this bid item shall match the same average percentage work complete as in other bid items.

2-12.2 ITEMS 2 & 13. REMOVE FLOAT WELL & PATCH – The unit price bid per each shall include all the work involved in the following:

- a. Saw cutting, breaking, removal, haul-off, testing and disposal of existing corroded 12.75” diameter welded steel pipe. Removal length is approximately 40 linear feet in each basin and existing reservoir roof/floor connection details (in addition to instrument housing on top of roof which is to remain) can be seen in Sheet C-22 “Miscellaneous Details – B” (**Appendix A**).
- b. Repairs and capping to that portion of the pipe that will remain (within the roof) above the existing sleeve-type coupling. Sandblast and recoat remaining steel (2 coats) to prevent future corrosion.
- c. Shearing of existing 4-1/2” stainless steel bolts after 1/2” plate at bottom of vertical pipe is removed. Coat steel (2 coats) and patch concrete to prevent future corrosion.

- d. Protection of adjacent concrete surfaces, pipework and valves.
- e. Protection of internal existing level transmitter conduit/wiring and probe.

2-12.3 ITEM 3. REMOVE WAGNER READER & PROBE & PATCH CONCRETE – The unit price bid per each shall include all the work involved in the following:

- a. Removal and disposal of ten existing humidity probes which were installed in wall and floor of west basin (only) in 2014. Remaining holes will be approximately 0.75” in diameter and 1.5” deep.
- b. Holes remaining after probes are removed must be plugged with NSF61-approved epoxy.

2-12.4 ITEM 4 & 14. REMOVE AND REPLACE JOINT SEALANT – The unit price bid per lump sum shall include all the work involved in the following:

- a. Joint sealant removals and replacements shall be for all joints on the reservoir floor to the base of the wall.
- b. Removal, haul off, and disposal of existing floor and wall joint rubber sealant (unknown MSDS) from both basins. **All testing required of existing sealant for handling, haulaway and disposal purposes must be included in this Bid Item.**
- c. Sandblasting, wire brushing, thorough cleaning and drying of all the floor and wall joints after existing sealant has been entirely removed. Remove all weak/loose material on bonding surface of joints. All joint surfaces must be clean and sound, free of oils, grease, curing compound residue and any other foreign matter that might prevent bond. Ideally surface preparation should be accomplished by mechanical means. Consider grinding, sand-blasting, wire brush and/or compressed air (oil-free). All existing construction joints are typically approximately 5/8” wide on top, 3/8” wide on bottom by 3/4” deep. There may be some original crack repair joints that are typically approximately 1/2 “ wide on top, 1/4” wide on bottom by 1/2“ deep. Preparation shall comply with the sealant manufacturer’s recommendations. Protect adjacent surfaces.
- d. Install appropriate backer material to control sealant depth which **should not be deeper than 1/2“ maximum.**
- e. Apply Sikaflex Primer 429 on any cracks repair joints and all floor joints up to the surface of the walls per manufacturer’s guidelines. The joint sealant should be flush with the concrete. Proper primer application is with a brush, priming only sides of the joint. Avoid allowing primer to touch any other areas outside the joint as it will stain the adjacent concrete. Priming and sealing needs to be done on the same day. Plastic sheets shall be used and taped to the concrete floor or wall adjacent to each joint to protect existing concrete.
- f. Apply Sikaflex-2c NS EZ Mix Joint Sealant on any cracks repair joints and all floor joints up to the surface of the walls per manufacturer’s guidelines. Sikaflex-2c NS sealant (NSF61-approved) should be applied **within 3 hours** of two sealant components (A and B) being mixed and per Product Data Sheet instructions. Recommended application temperatures

39° - 100°F. Apply sealant only to clean, sound and thoroughly dry surfaces. Avoid contact with alcohol and other solvent cleaners during cure. Allow 3 day cure before subjecting sealant to total water immersion. Avoid exposure to high levels of chlorine (**Maximum level is 5ppm**). Sikaflex 2c NS EZ Mix is a two-component, premium-grade, polyurethane-based, elastomeric sealant that is ANSI/NSF Standard 61 approved for potable water contact and is principally a chemical cure in a non-sag consistency

- g. **Special Inspection and Testing:** The contractor shall retained the services of a qualified inspector experienced in the installation of these Sika products must be present during the joint preparation, application of the Sika primer and installation of the Sika sealant. The inspector must also be trained for confined space entry. The Contractor is to propose at least 3 reputable inspection or engineering firms and submit inspectors' resumes for the City's review. The City will then choose a qualified inspector. If the proposed inspectors are not acceptable to the City, the City reserves the right to choose another firm & inspector. The cost of all specialty inspection and any related testing will be included under this bid item.
- h. Use of a NIOSH (National Institute for Occupational Safety and Health) approved respirator required if OSHA Permissible Exposure Limits (PELs) are exceeded. Adequate ventilation is required during sealant application.
- i. The approximate amount of sealant is 3,3716 LF for the west tank and 3,281 LF for the east tank. These amounts are based on the as-built drawings and include a 10% contingency amount.

2-12.5 ITEM 5 & 15. REHABILITATE 18" INLET VALVE, PIPING, ROD STEM AND VALVE BOX, & INSTALL TIDEFLEX FLANGED CHECK VALVE – The unit price bid per lump sum shall include the cost of all the work involved in the following:

- a. Sandblasting, prepping all metal surfaces, and epoxy coating per manufacturer's specifications. This includes, but is not limited to the inlet valve, piping, and valve stem. A custom built temporary enclosure and dehumidifying equipment will be needed to properly cure the coatings. The temporary enclosure may be needed to protect other surfaces during the sandblast/cleaning stage as well as the coating stage. See appendix for technical specifications regarding coatings.
- b. Furnish and install the Tideflex flanged check valve on the existing 18" inlet valve. Modifications may be required. Use Series 35-1 with 316 stainless steel retaining rings, nuts, and bolts.
- c. Remove and replace valve box (all parts including pipes, pipe sleeves, flange, bolts, operating nut, etc.) per as-built drawings sheet C-10. New valve should be approximately 2" below grade. Furnish & install a new street rated water meter box above valve box. The water meter box should be flush to grade. Repair surrounding landscaping, asphalt or concrete. For sidewalks, the entire panel must be replaced from score to score.

- d. **Special Inspection and Testing:** The contractor shall retain the services of a qualified inspector experienced in the installation of coatings. Inspection and testing requirements shall be per the coatings specification included in the appendices. The inspector must also be trained for confined space entry. The Contractor is to propose at least 3 reputable inspection or engineering firms and submit inspectors' resumes for the City's review. The City will then choose a qualified inspector. If the proposed inspectors are not acceptable to the City, the City reserves the right to choose another firm & inspector. The cost of all specialty inspection and any related testing will be included under this bid item.

2-12.6 ITEM 6 & 16. REMOVE RUST AND SEAL CRACKS IN WALLS AND COLUMNS – The unit price bid per lump sum shall include the cost of all the work involved in the following:

- a. Where leached material or concrete spalling is observed (noted mainly by staining), use a hammer and chisel to remove loose concrete. The surface of the concrete shall be thoroughly cleaned including the removal of loose coatings, corrosion, and degraded concrete.
- b. Delaminated concrete repairs: For areas where the depth to sound substrate is ½" or less, coat with Sika Sikatop 123 PLUS per manufacturer's instructions. Coat substrate a minimum of 8" beyond the signs of corrosion or damage.
- c. Concrete spall repair: For areas where the depth to sound substrate exceeds ½" repair, removed degraded concrete, clean concrete, remove any oxidation/scale from exposed steel, apply Sika Armatec 110 EpoCem, and apply repair mortar Sikarepair 224. Refer to concrete spall repair detail in the appendices.
- d. **Special Inspection and Testing:** The contractor shall retain the services of a qualified inspector experienced in the concrete repair and the application of Sika products. The inspector will verify that loose and spalled concrete have been removed and that the rebar and concrete surfaces have been cleaned sufficiently to receive the products and must be present to observe the application of repair products. The inspector must also be trained for confined space entry. The Contractor is to propose at least 3 reputable inspection or engineering firms and submit inspectors' resumes for the City's review. The City will then choose a qualified inspector. If the proposed inspectors are not acceptable to the City, the City reserves the right to choose another firm & inspector. The cost of all specialty inspection and any related testing will be included under this bid item.

2-12.7 ITEM 7 & 17. REMOVE AND REPLACE STAFF GAUGES – The unit price bid per each shall include all the work involved in the following :

- a. Remove existing staff gauges and any corroded hardware.
- b. Install new staff gauges in the same locations using new stainless steel hardware. The gauges shall have the same length and width of the existing gauges.

- c. Reconnect to SCADA system. Repair or replace any corroded wiring or cables as required to ensure proper operation.
- d. Clean, coat, and patch any corroded metal or delaminated/spalled concrete.

2-12.8 ITEM 8 & 18. DESIGN & INSTALL SAMPLING PUMP STATION – The unit price bid per lump sum shall include all the work involved in the following:

- a. Fully design the sampling station in AutoCAD. Once the design is approved and the pump stations are built, the contractor will be required to submit hard plans on paper (1 full size and 3 - 11"x17"), AutoCAD files, and PDF files.
- b. The proposed sampling pump station shall include:
 - 1. **Non-chemical analyzers** for total chlorine, total ammonia, free ammonia, pH, and turbidity. All analyzers must be from the same manufacturer (IE- Rosemount Analytical Inc.).
 - 2. All SCADA equipment – PLC-based control systems hardware. Work with the City's SCADA consultant Jay Kirsh 213-392-3922 for proper setup and integration.
 - 3. Pump or pumps with all necessary valving & piping to sample at three different elevations individually or any combination. The elevations will be at 18', 28, and 40' below the pump elevation. In addition, piping shall include tubing, bends, fittings, connecting accessories, mounting anchors, a return line into the reservoir, and a hose bib for taking a physical sample for independent lab testing, etc.
 - 4. Pressure reducing units, Hach controllers, rotameters, metering (needle) valves (brass), ball valves, etc.
 - 5. Compaction of soil, CMB layer, concrete foundation, and stainless steel 4 door custom cabinet (NEMA rated) in parking lot planter (see site for logistics) – all pumps, analyzers, SCADA equipment, etc. shall be properly installed and mounted inside the new cabinet on a pressure laminated plywood panel. R/R existing cabinet and foundation. Protect existing equipment such as the water level meter and Solarbee chemical dispersion tubes and incorporate them in the layout.
 - 6. All electrical work including, but not limited to: 1) appropriately sized THHN wiring (about 140 LF) from the electrical panel in the reservoir access building to the proposed sampling pump station, 2) 240 V breaker in the main panel, 3) an appropriately sized subpanel w/ breakers in the new enclosure, 4) a GFCI outlet, and 5) a low wattage LED light inside the new enclosure.

- c. Refer to appendices for analyzer and SCADA specifications.

2-12.9 ITEM 9 & 19. REHABILITATE SUMP VALVES, PIPING, ROD STEMS, AND VALVE BOXES – The unit price bid per lump sum shall include all the work involved in the following:

- a. Remove all water from the sump area and dry as necessary in order to complete work.
- b. Sandblasting, prepping all metal surfaces, and epoxy coating per manufacturer's specifications. This includes, but is not limited to the inlet valve, piping, and valve stem. A custom built temporary enclosure and dehumidifying equipment will be needed to properly

cure the coatings. The temporary enclosure may be needed to protect other surfaces during the sandblast/cleaning stage as well as the coating stage. See appendix for technical specifications regarding coatings.

- c. Remove and replace valve box (all parts including pipes, pipe sleeves, flange, bolts, operating nut, etc.) per as-built drawings sheet C-10. New valve should be approximately 2" below grade. Furnish & install a new street rated water meter box above valve box. The water meter box should be flush to grade. Repair surrounding landscaping, asphalt or concrete. For sidewalks, the entire panel must be replaced from score to score.
- d. **Special Inspection and Testing:** The contractor shall retain the services of a qualified inspector experienced in the installation of coatings. Inspection and testing requirements shall be per the coatings specification included in the appendices. The inspector must also be trained for confined space entry. The Contractor is to propose at least 3 reputable inspection or engineering firms and submit inspectors' resumes for the City's review. The City will then choose a qualified inspector. If the proposed inspectors are not acceptable to the City, the City reserves the right to choose another firm & inspector. The cost of all specialty inspection and any related testing will be included under this bid item.

2-12.10 ITEM 10 & 20. DISINFECTION, FILL, AND TEST – The unit price bid per lump sum shall include all the work involved in the following:

- a. Disinfection, fill, and test shall commence no sooner than 30 calendar days after other work (i.e.- float well removal, sealant, concrete rehab., coatings, staff gauges, sampling pump station, etc.) is complete. This will allow proper cure time for the sealant and coatings. The contractor may have to run aerators/blower to remove all VOC's in the air during curing and prior to filling.
- b. The west chamber should be completed first. Once it is disinfected, filled, and all tests passed, it can be turned over to City staff for use. Coordinate with City staff to fill the chamber.
- c. Disinfection shall be in accordance with AWWA C652-02 and any applicable standards. Use method 2 for disinfection. The tank shall be filled to half capacity for testing. If the VOC's levels are acceptable and the Bac-T tests negative, the tank will be filled to capacity and retested.
- d. **Testing:** The contractor shall retain the services of a qualified water quality testing company. The Contractor is to propose at least 3 reputable testing companies for the City's review. The City will then choose a company. The cost of all testing will be included under this bid item.
- e. The testing company must test for: 1) VOC's running the 524 method at the lowest detection limit possible and 2) Bac-t with HPC (Heterotrophic Plate Count). If the VOC level is above the limit set by DDW or the Bac-T tests positive, the contractor is responsible to drain the tank and refill. The contractor will reimburse the City for the direct cost of the water to fill the tank.

2-12.11 ITEM 12. DRY & AERATE EAST TANK – The unit price bid per lump sum shall include all the work involved in the following:

- a. City staff will drain the east tank once the west tank passed all testing and is back in service. Draining the east tank may take up to one week.
- b. Using wet vacuums to remove excess water.
- c. Aerating and drying the east tank using a minimum of five air blowers/movers and three DH-5000 dehumidifiers over 5 days/week for a minimum of two months or until the tank is sufficiently dry to perform all other work including the sealant and coatings. The Contractor will also be responsible for providing the power supply required at the reservoir site during the dehumidification period such as 300kW/400/kVA generators (including fuel) to run the dehumidifiers; provide adequate working light inside the reservoir and operate the air blowers/movers. Due to the proximity of residential homes; operation of the generators may be limited to daytime hours of 8am to 6pm in which case Contractor will be required to provide personnel to turn on and off the generators every day for five days. All generators used at the jobsite shall be equipped with the best available technology to minimize noise (IE – MultiQuip WhisperWatt 400, 69 dB at 23'). Sound barrier curtains may be required to reduce noise impacts to residents. The contractor shall submit spec sheets for proposed equipment with noise levels for approval.
- d. As the concrete may be saturated, the drying process may take up to 6 months.

2-12.12 ITEM 21. R/R STEEL DOOR & JAM – The unit price bid per lump sum shall include all the work involved in the following:

- a. Remove existing door to the reservoir access building and replace it with a new steel door and jam. Key core to match city key.
- b. The new steel door shall be painted to be corrosion resistant to moisture. See Section 3 for door specifications.
- c. Reconnect all security sensors.
- d. Protect the reservoir tanks from contamination.
- e. All work should be completed in 1 day. If this the work cannot be completed in 1 day, the contractor shall provide adequate protection and security for the water facility until the new door is in operation.

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 without prior written permission from the City Engineer." This also applies to the public parking area at Greystone.

3-04 COATINGS – refer to appendices for coatings specification provided by CSI Services.

3-05 STEEL DOORS AND FRAMES – Refer to appendices for door specification.

3-06 CONCRETE REPAIR ON COLUMNS AND WALLS – refer to the report by Cannon for sample pictures and product specifications

3-07 Not used.

3-08 Not used.

3-09 Not used.

3-10 Not used.

3-11 Not used.

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 CHANGES IN WORK

3-13.1 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**

PART I

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 diameter
JC	Junction chamber
JS	Junction structure
L	Length
LACFCD	Los Angeles County Flood Control District
L&T	Lead and tack
LD	Local depression
Lin.	Linear
Long.	Longitudinal
MH	Manhole
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
PP	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.

REV. 4-22-03

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

5-01 AUTHORITY OF THE CITY ENGINEER - The City Engineer shall decide any 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.

5-26 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.

5-27 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.

6-02 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 ten percent (10%) to be retained. All previous partial estimates shall be subject to correction in the final estimate and payment. The ten percent (10%) 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: **GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION**

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:
City Attorney

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.

By: _____

_____ 20____.

(SURETY CO. ATTORNEY-IN-FACT)

STATE OF CALIFORNIA: COUNTY OF LOS ANGELES: SS.

On _____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me to be the duly authorized attorney-in-fact of the corporate surety named in the within Instrument, known to me to be authorized to execute said Instrument on behalf of said corporation, known to me to be the person whose name is subscribed to said Instrument as the attorney-in-fact 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 attorney-in-fact and that said corporation executed the same.

WITNESS my hand and official seal _____

(Seal)

Notary Public on and for said County and State

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, **2015**, by and between the CITY OF BEVERLY HILLS, a municipal corporation, hereinafter referred to as "City", and

Company
Address
Address

hereinafter referred to as "Contractor";

WITNESSETH

In this consideration of their covenants the parties hereto agree as follows:

1. Contractor shall furnish all labor, materials and equipment necessary to perform the following work in the City of Beverly Hills, California, strictly in accordance with the Notice to Bidders, Proposal form, Plans and Specifications for such improvement, Standard Contractual Requirements and inclusive of Addendums, each of which documents are made a part of this Contract as though fully set forth herein:

GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION

2. In consideration of such work City agrees to pay Contractor and Contractor agrees to accept the sum of _____ **Dollars and** _____ **Cents (\$_____.)** in the manner provided in subject Plans and Specifications and subject to adjustment provided therein.

3. Concurrently with the execution of this Contract, Contractor shall file with the City the bonds and certificates of insurance specified in said Standard Contractual Requirements.

4. This Contract shall not be assigned without the written 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, Interim City Manager

KARL KIRKMAN, Risk Manager

DAVID LIGHTNER, Director of Capital Assets

FUNDS AVAILABLE:

APPROVED AS TO FORM:

LAURENCE S. WIENER, City Attorney

DON RHOADS, Director of Administrative Services/Chief
Financial Officer

EXHIBIT "C"

PERFORMANCE BOND

(Public Contract)

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

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 _____ **Dollars and** _____ **Cents (\$_____.)** lawful money of the United States of America, (said sum being equal to 100% of the estimated amount payable by the terms of the hereinafter described Contract) 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 has been awarded a Contract for the following described work of improvement and is required by Obligee to give this bond in connection with the execution of the written Contract therefor: **GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION**

NOW, THEREFORE, if Principal shall well and truly do and perform each and all of the covenants, conditions, and agreements of said Contract on the Principal's part to be done and performed, and any and all alterations thereof made as therein provided, at the time and in the manner therein specified, and shall indemnify and save harmless the Obligee, its officers, agents, and employees, as therein stipulated, 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 Contract or the Contract documents or the work to be performed thereunder, whether made after notice or not, shall release or otherwise affect the obligation 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 judgment 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:
City Attorney

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.

By: _____

_____ 20____.

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

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 _____ **Dollars and** _____ **Cents (\$_____.)**, lawful money of the United States of America, (said sum being equal to 100% of the estimated amount payable by the terms hereinafter described Contract) 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 has been awarded a Contract for the following described work of improvement and is required by Obligee to give this bond in connection with the execution of the written Contract therefor: **GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION**

NOW, THEREFORE, if Principal or his subcontractors shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the surety will pay for the same, in an amount not exceeding the sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons entitled to file claims under the Civil Code so as to give a right of action to them or their assigns in any suit brought upon the bond.

No extension of time granted to the Principal and no change or alteration in any of the terms of the Contract or the Contract documents or the work to be performed thereunder, whether made after notice or not, shall release or otherwise affect the obligation 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.

Signed and sealed the _____ day of _____, 20____.

PRINCIPAL

SURETY

APPROVED AS TO FORM:

City Attorney

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.

By: _____

_____ 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
A.

Address _____
B.
C.

Policy Number	Company A,B,C	Coverage	Expiration Date	B.I.	Limits P.D.	Aggregate
		<input type="checkbox"/> Automobile Liability				
		<input type="checkbox"/> General Liability				
		<input type="checkbox"/> Products/Completed Operations				
		<input type="checkbox"/> Blanket Contractual				
		<input type="checkbox"/> Contractor's Protective				
		<input type="checkbox"/> Personal injury				
		<input type="checkbox"/> Other				
		<input type="checkbox"/> Excess Liability				
		<input type="checkbox"/> 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: **GREYSTONE JOINT SEALANT AND VALVE COATINGS REHABILITATION 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 policy 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.

DATE _____

BY _____
AUTHORIZED INSURANCE
REPRESENTATIVE

AGENCY _____

TITLE _____

ADDRESS _____

CERTIFICATE OF INSURANCE
(Worker's Compensation)

WHEREAS, the City of Beverly Hills has requires certain insurance to be provided by:

NOW, THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time.

1. This certificate is issued to: City of Beverly Hills, City Hall, 455 North Rexford Drive, Beverly Hills, California.
2. The insureds under such polity or policies are:

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds, as follows:

<u>POLICY NUMBER</u>	<u>EFFECTIVE DATE</u>	<u>EXPIRATION DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty days written notice thereof has been served upon the City Clerk of the City of Beverly Hills.

By _____
Its Authorized Representative

Approved as to form:

_____ 20 _____

LAURENCE S. WIENER, City Attorney

By: _____