

**NOTICE TO BIDDERS  
PROPOSAL FORM  
SPECIFICATIONS  
and  
STANDARD CONTRACTUAL REQUIREMENTS  
For  
INSTALLATION OF CONNECTOR PIPE SCREENS  
at  
CATCH BASINS  
at  
VARIOUS LOCATIONS  
WITHIN THE CITY OF  
BEVERLY HILLS, CALIFORNIA**

**PUBLIC WORKS DEPARTMENT  
BEVERLY HILLS, CALIFORNIA**

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

**Contact Person:  
VINCENT CHEE, P.E.  
CIVIL ENGINEER  
(310) 285-2521**

**Approved As To Form:**

**March 2015  
Project No. 4045**

**City Attorney**



**NOTICE TO BIDDERS**

**For**

**INSTALLATION OF CONNCETOR PIPE SCREENS**

**At**

**CATCH BASINS**

**At**

**VARIOUS LOCATIONS**

**Within the City of**

**BEVERLY HILLS, CALIFORNIA**

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**BIDS** - Sealed Proposals Installation of Connector Pipe Screen devices (CPS) at catch basins at various locations within the City of Beverly Hills, California, will be received up to the hour of 2:00 p.m. on **April 28, 2015** at the office of the City Clerk of said City, located in Room 290 of City Hall 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 of said City Hall.

**SCOPE OF THE WORK** - The contract work to be performed under these specifications shall consist of furnishing all the required labor, materials, equipment, part, implements and supplies necessary for or appurtenant to, **INSTALLATION OF CPS, REMOVE AND REPLACE DAMAGED AUTOMATIC RETRACTABLE SCREENS (ARS) AT CATCH BASINS OWNED BY CITY OF BEVERLY HILLS, CONDUCTING FIELD MEASUREMENTS OF CATCH BASINS OWNED BY LOS ANGELES COUNTY FLOOD CONTROL DISTRICT(LACFCD)**, within the City of Beverly Hills, California, in accordance with this Project Specifications.

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

<b><u>ITEM NO.</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>DESCRIPTION</u></b>
1.	804	Installation of CPS at catch basins owned by City of Beverly Hills
2.	754	Conducting field measurements of catch basins owned by the LACFCD



3. 10 Remove and Replace damaged ARS at catch basins owned by City of Beverly Hills

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.

**LIQUIDATED DAMAGES** - There will be a One Thousand Dollar (\$1,000.00) 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 I, 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.

**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: "PROPOSAL FOR INSTALLATION OF CONNECTOR PIPE SCREEN DEVICES AT CATCH BASINS AT VARIOUS LOCATIONS".

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**

**INSTALLATION OF CONNECTOR PIPE SCREENS**

**At**

**CATCH BASINS**

**At**

**VARIOUS LOCATIONS**

**Within the City of  
BEVERLY HILLS, CALIFORNIA**

Date \_\_\_\_\_

To the Honorable City Council  
Beverly Hills, California

In compliance with advertised notice inviting sealed proposals for installation of connector pipe screens at storm drain catch basins at various locations within the City of Beverly Hills, California and after having carefully examined the location of the project and studied the specifications prepared for this work, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment, parts, implements, and supplies 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 in the 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 for change orders involving extra cost, the bidder shall allow the contingency allowance indicated by the City in the following bidding schedule. Expenditures from the contingency allowances shall be made only upon written order of the City. The portion of the allowance remaining unexpended at the completion of the work shall be deducted from the final payment due the Contractor.

The undersigned agrees that the insurance and bonding requirements set forth in Sections 2-11 and 3-13, 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 and in the Specifications prepared for this project, at the following prices, to wit:

<u>ITEM NO.</u>	<u>EST QTY.</u>	<u>DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL IN FIGURES</u>
1	804	Installation of CPS at catch basins		
		_____ DOLLARS AND		
		_____ CENTS		
		per each	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>EST QTY.</u>	<u>DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL IN FIGURES</u>
2	754	Conducting field measurements of catch basins  _____ DOLLARS AND _____ CENTS  per each	\$ _____ \$ _____	
3	10	Remove and Replace damaged ARS at catch basin  _____ DOLLARS AND _____ CENTS  per each	\$ _____ \$ _____	

**TOTAL BID PRICE FOR THE ENTIRE CONTRACT WORK** including 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.

\_\_\_\_\_ DOLLARS  
AND  
\_\_\_\_\_ CENTS      \$ \_\_\_\_\_  
(Figures)

All blank spaces appearing in the foregoing 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, all incidental costs having been taken into consideration even though said incidentals are not specifically listed in the specifications or shown on the plan. 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.

**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 **180 working days** from Notice to Proceed.

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.

**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 One Thousand Dollars (\$1,000) assessment for each calendar day that the work remains incomplete beyond the dates specified (subject, however, to extension of time duly granted in the manner and for the causes specified in the Special Provisions) it being hereby expressly 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 shall be reasonable and proper in premise. The amount so charged shall be deducted by the City from any monies which otherwise are or become payable to the Contractor.

**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.

<b><u>Name Under Which Subcontractor Licensed</u></b>	<b><u>License No.</u></b>	<b><u>Location of the Place of Business</u></b>	<b><u>Specific Subcontract</u></b>
_____	_____	_____ _____	_____ _____
_____	_____	_____ _____	_____ _____
_____	_____	_____ _____	_____ _____
_____	_____	_____ _____	_____ _____
_____	_____	_____ _____	_____ _____

Subcontractors listed in accordance with the provision of Section 2-3 of the Standard Specifications 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. All subcontractors listed shall attach copies of the Certificate of Insurance naming the Contractor as additional insured as part of their policy coverage.

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.

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.

**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)

## **SPECIFICATIONS**

**For**

### **INSTALLATION OF CONNECTOR PIPE SCREENS**

**At  
CATCH BASINS**

**At**

### **VARIOUS LOCATIONS**

**within the City of  
BEVERLY HILLS, CALIFORNIA**

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## **SECTION 1**

### **GENERAL PROVISIONS**

**1-01 WORK TO BE DONE** - The contract work to be done under these Specifications shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary for **INSTALLATION OF CPS, REMOVE AND REPLACE DAMAGED ARS AT CATCH BASINS OWNED BY CITY OF BEVERLY HILLS, CONDUCTING FIELD MEASUREMENTS OF CATCH BASINS OWNED BY THE LACFCD AT VARIOUS LOCATIONS** within the City of Beverly Hills, California, in accordance with this Project Specifications.

The work generally consists of the following:

1. Installation of CPS at catch basins owned by the City of Beverly Hills. The CPS shall be designed to retain all trash larger than 5 mm (0.197 inches) in the catch basin.
2. Conducting field measurements of the LACFCD owned catch basins include measuring the physical dimensions of the catch basin to complete the Exhibit "A" Spreadsheet of the Flood Permit application for the CPS installation.
3. Remove and replace damaged ARS covering the curb face of catch basin opening. Contractor shall measure the catch basin opening and determine exact number of ARS is required for the installation.

CPS shall be installed at the following catch basins:

Hanover Dr. - rear of 1025 Ridgedale Dr  
Hanover Dr. - rear of 1025 Ridgedale Dr  
1098 Garden Lane  
1084 Marilyn Dr  
1084 Marilyn Dr  
1300 Carla Ln  
1187 Hillcrest Rd  
1187 Hillcrest Rd  
1187 Hillcrest Rd  
802 N Alpine & 801 N Foothill Dr  
1017 Chevy Chase Dr.  
Whittier Dr & Ladera Dr. alley 1000 Bl  
510 Stonewood Dr  
Doheny Rd - east of Calle Vista  
Doheny Rd - east of Calle Vista  
Doheny Rd - east of Loma Vista  
Doheny Rd - east of Loma Vista  
810 Cord Circle  
9390 Monte Leon Ln  
Elevado Ave - Btn Elm & Maple  
Elevado Ave - Btn Elm & Maple  
1100 Sutton Dr- cul-de-sac  
1184 Loma Linda Dr  
510 Doheny Rd - east of Schuyler Dr  
510 Doheny Rd - east of Schuyler Dr  
Linden & Santa Moncia  
Linden & Santa Moncia  
Linden & Wilshire  
Linden & Wilshire  
Linden & Wilshire  
Linden & Wilshire  
Roxbury & S Santa Monica  
Roxbury & S Santa Monica  
Roxbury & Wilshire/Brighton  
Roxbury & Wilshire/Brighton  
Roxbury & Wilshire/Brighton  
Roxbury & Wilshire/Brighton  
Bedford & S Santa Monica  
Bedford & Brighton  
Bedford & Brighton  
Bedford & Brighton  
Bedford & Brighton

Bedford & Brighton  
Bedford & Brighton  
Bedford & Wilshire  
Bedford & Wilshire  
Bedford & Wilshire  
Camden & S Santa Monica  
Camden & S Santa Monica  
Camden & Wilshire/Dayton  
Camden & Wilshire/Dayton  
Camden & Wilshire/Dayton  
Camden & Wilshire/Dayton  
Dayton & Crescent  
Dayton & Crescent  
Canon & Brighton  
Canon & Brighton  
Canon & Brighton  
Canon & Brighton  
Canon & Dayton  
Canon & Dayton  
Canon & Dayton  
Rodeo & S Santa Monica  
Rodeo & S Santa Monica  
Rodeo & Brighton  
Rexford & Dayton  
Rexford & Dayton  
Rexford & Clifton  
Rodeo & Dayton  
Rodeo & Dayton  
Rodeo & Dayton  
Dayton & Beverly  
Dayton & Beverly  
Dayton & Beverly  
Wilshire & Rexford  
Wilshire & Rexford  
Wilshire & Rexford  
Rodeo & Wilshire  
Rodeo & Wilshire  
Beverly & Wilshire  
Beverly & Wilshire  
Beverly & Wilshire  
Beverly & Wilshire  
Canon & S Santa Monica  
Canon & S Santa Monica  
Canon & Wilshire  
Canon & Wilshire

Canon & Wilshire  
Canon & Wilshire  
Canon & Clifton  
Crescent & S Santa Monica  
Crescent & S Santa Monica  
Crescent & S Santa Monica  
Crescent & Wilshire  
Crescent & Wilshire  
Crescent & Wilshire  
Crescent & Wilshire  
Rexford & S Santa Monica  
New catch Basins  
445 N. Rodeo Dr.  
440 N. Rodeo Dr.  
343 N. Rodeo Dr.  
342 N. Rodeo Dr.  
438 N. Beverly Dr.  
439 N. Beverly Dr.  
Rexford & Clifton  
Roxbury  
Roxbury  
Roxbury  
Civic Center & Beverly Blvd  
Civic Center & Beverly Blvd  
Civic Center & Beverly Blvd  
Maple & Civic Center  
Civic Center between Maple & Palm  
Southwest Corner of Rexford and Santa Monica Blvd  
Southwest Corner of Rexford and Santa Monica Blvd  
Two Basins 455 N. Rexford Dr. (front of City Hall)  
Rexford Dr Entrance to the Parking Garage  
Rexford Dr. in front of Police Dept.  
Southside of N Santa Monica @ Rexford Dr  
Rexford & S. Santa Monica  
345 Foothill Road  
Civic Center & 3rd St.  
Civic Center & Burton Dr.  
Moreno between Durant & Robbins  
Moreno & Durant  
Moreno & Robbins  
Moreno & Young  
Moreno & Young  
Lasky & Moreno  
Lasky & Moreno

Spalding & Moreno  
Spalding & Moreno  
Spalding & Moreno  
Spalding & Gregory  
Moreno & N Santa Monica  
N Santa Monica & Merv Griffin  
S Santa Monica & Charlieville  
S Santa Monica & Charlieville  
Durant & Moreno  
Lasky & Charlieville  
Lasky & Charlieville  
Lasky & Charlieville  
Lasky & Charlieville  
Spalding & Moreno  
Spalding & Moreno  
Spalding & Olympic  
Spalding & Olympic  
La Cienega & Wilshire  
La Cienega & Wilshire  
La Cienega & Gregory  
La Cienega & Gregory  
La Cienega & Gregory  
La Cienega & Gregory  
Gregory & La Cienega  
Gregory & La Cienega  
Hamilton & Gregory  
Hamilton & Gregory  
Hamilton & Gregory  
Gale & Gregory  
Gale & Gregory  
Gale & Gregory  
Gale & Gregory  
Rexford & Charlieville  
Rexford & Gregory  
Rexford & Gregory

Rexford & Gregory  
Whittier & Wilshire  
Whittier & Elevado  
Rexford & Carmelita  
Rexford & Carmelita  
Rexford & Carmelita  
Rexford & Carmelita  
Alpine & Carmelita  
Spalding & Olympic  
Roxbury & Olympic  
Roxbury  
Roxbury  
Roxbury  
Benedict Canyon & Ambassador  
Benedict Canyon & Ambassador  
Benedict Canyon & Ambassador  
Benedict Canyon & Ambassador  
1236 Benedict Canyon  
1215 Benedict Canyon  
Benedict Canyon & Ambassador  
Benedict Canyon & Ambassador  
Benedict Canyon & Tower Rd  
Benedict Canyon & Angelo  
Benedict Canyon & Angelo  
Benedict Canyon & Angelo  
Benedict Canyon & Summit  
Benedict Canyon & Chevy Chase  
Benedict Canyon & Summit  
Benedict Canyon & Summit  
Benedict Canyon south of Chevy Chase  
Benedict Canyon south of Chevy Chase  
Benedict Canyon & Green Acres Dr.  
1215 Benedict Canyon  
Loma Vista & Doheny Rd  
Loma Vista & Doheny Rd

Loma Vista & Doheny Rd  
Loma Vista & Drury  
Loma Vista & Drury  
Loma Vista & Wallace Ridge  
Loma Vista between Dabney & Wallace Ridge  
Loma Vista & Dabney  
Loma Vista & Dabney  
Loma Vista & Arkell  
Loma Vista & Arkell  
Loma Vista & Arkell  
Loma Vista & Arkell  
Canon and Olympic  
Maple & Whitworth  
Maple & Whitworth  
Maple & Whitworth  
Rexford & Olympic  
Rexford & Whitworth  
Rexford & Whitworth  
Rexford & Whitworth  
475 Clark & Whitworth  
474 Clark & Whitworth  
Doheny & Olympic  
Wetherly & Olympic  
474 Whetherly & Whitworth  
475 Whetherly & Whitworth  
Almont & Olympic  
Almont & Whitworth  
La Peer & Olympic  
La Peer & Olympic

La Peer & Olympic  
La Peer & Olympic  
La Peer & Olympic  
La Peer & Whitworth  
Swall & Olympic  
Swall & Whitworth  
Swall & Whitworth  
Clark & Olympic  
Robertson & Olympic  
Robertson & Olympic  
Robertson & Olympic  
Spalding & Olympic  
NW Spalding & Olympic  
NW Spalding & Olympic  
NE Spalding & Olympic  
Linden & Olympic  
Linden & Olympic  
Linden & Olympic  
McCarty & Olympic  
McCarty & Olympic  
McCarty & Olympic  
Roxbury & Olympic  
Hillgreen Dr alley  
Spalding & Hillgreen Pl  
Spalding & Hillgreen Pl  
Hillgreen Pl & Beverly Green  
Hillgreen Pl & Beverly Green  
Hillgreen Pl & Beverly Green  
Beverly Green  
Beverly Green  
Bedford & Olympic

Bedford & Olympic  
Bedford & Olympic  
Bedford & Olympic  
Peck & Olympic  
Peck & Olympic  
Peck & Olympic  
Peck & Olympic  
Beverwil & Olympic  
Beverwil & Olympic  
Beverwil & Olympic  
Hamilton & Wilshire  
Gale & Wilshire  
Doheny & Gregory  
Doheny & Gregory  
Linden & Charlieville  
Linden & Charlieville  
Linden & Charlieville  
Linden & Charlieville  
Linden & Gregory  
Linden & Gregory  
Linden & Gregory  
Linden & Gregory  
McCarty & Charlieville  
McCarty & Charlieville  
McCarty & Charlieville  
McCarty & Charlieville  
McCarty & Gregory  
McCarty & Gregory  
McCarty & Gregory  
McCarty & Gregory  
Roxbury & Charlieville  
Roxbury & Charlieville  
Roxbury & Charlieville  
Roxbury & Charlieville  
Roxbury & Gregory  
Roxbury & Gregory  
Roxbury & Gregory  
Roxbury & Gregory

Bedford & Charlieville  
Bedford & Charlieville  
Bedford & Charlieville  
Bedford & Charlieville  
Bedford & Gregory  
Peck & Charlieville  
Peck & Charlieville  
Peck & Charlieville  
Peck & Charlieville  
Peck & Gregory  
Peck & Gregory  
Peck & Gregory  
Peck & Gregory  
Palm & Wilshire  
Palm & Wilshire  
Palm & Wilshire  
Oakhurst & Wilshire  
Oakhurst & Wilshire  
Oakhurst & Wilshire  
Doheny & Wilshire  
Doheny & Wilshire  
Doheny & Wilshire  
Doheny & Wilshire  
Wetherly & Wilshire  
Wetherly & Wilshire  
Wetherly & Wilshire  
Almont & Wilshire  
Almont & Wilshire  
Almont & Wilshire  
La Peer & Wilshire  
La Peer & Wilshire  
La Peer & Wilshire  
Swall & Wilshire  
Swall & Wilshire  
Swall & Wilshire  
Swall & Wilshire  
Clark & Wilshire  
Clark & Wilshire  
Clark & Wilshire  
Robertson & Wilshire  
Robertson & Wilshire  
Robertson & Wilshire  
Arnaz & Wilshire  
Arnaz & Wilshire

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1126 Coldwater Cyn  
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Across 1119 Coldwater Cyn  
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Rexford & Sunset  
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Maple & Elevado  
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Bedford & Lomitas  
Alpine & Lexington  
Foothill & Sunset  
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Calle Vista & Doheny Rd  
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Mountain & Schuyler  
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Schuyler & Calle Vista  
Schuyler between El Retiro & Stonewood & Stonewood  
"Schuyler between Miradero & Calle Vista"  
"Schuyler between Miradero & Calle Vista"  
Schuyler & Miradero  
Schuyler & Miradero  
Schuyler & Miradero  
Schuyler & Miradero  
Hanover Dr  
Glen Wy off Hartford  
Hartford & Glen Wy  
Hartford & Glen Wy  
1061 Laurel Wy  
Benedict Canyon & Tower Rd  
Hillcrest & Robert Ln  
Hillcrest & Robert Ln  
Hillcrest & Robert Ln  
Hillcrest & Drury Ln  
Hillcrest & Drury Ln  
Hillcrest north of Drury Ln  
Hillcrest north of Drury Ln  
Hillcrest south of Wallace Ridge  
Hillcrest south of Wallace Ridge  
1082 Hillcrest south of Wallace Ridge  
Loma Vista & Dabney  
Loma Vista & Trousdale

**1-02 STANDARD CONTRACTUAL REQUIREMENTS** - The provisions of the "Standard Contractual Requirements for Public Improvements in the City of Beverly Hills", as adopted by the Department of Public Works on November 1, 1976, 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 GENERAL** - The following referenced specifications, including all amendments thereto issued prior to the date of the bid opening, shall be a part of these specifications, the same as though contained fully herein.

**1-03.2 STANDARD SPECIFICATIONS** - The words "Standard Specifications" when used in these Specifications or in the contract, refer to the "Standard Specifications for Public Works Construction", 2003 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.

## SECTION 2

### SPECIAL PROVISIONS

#### 2-01 TIME FOR 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 180 calendar days from the date of receipt of said written "Notice to Proceed".

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 will not be assessed with liquidated damages 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) 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 One Thousand Dollars (\$1,000) for each calendar day that the work remains incomplete beyond the dates specified in 2-01.1; it being hereby expressly 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 shall be reasonable and proper in premise. The amount so charged shall be deducted by the City from any monies which otherwise are or become payable to the Contractor.

**2-01.3 SPECIFICATIONS** - The specifications showing location, 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.

The construction of this project shall be in accordance with these Specifications, referenced and applicable sections of the Standard Specifications, and all other applicable references contained in the above items.

The Contractor shall field verify and make an independent check of the estimate 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 item 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.

Contractors wishing to obtain the book "Standard Specifications for Public Works Construction", 2003 Edition, may purchase copies directly from the publisher, Building News, Inc., 1612 South Clementine Street, Anaheim, California, 92802; (800) 873-6397.

## **2-03 WORK SCHEDULE**

**2-03.1 Time Schedule** – The Contractor shall accomplish construction work between the hours of 8:00 a.m. to 6:00 p.m. during the normal workweek, Monday through Friday.

**2-03.2 WORK SCHEDULE** – The Contractor shall submit to the City Engineer a schedule indicating the sequence of work, estimated time for completion of each phase of the project and the method of operation required to complete the project in the time specified. The Contractor's schedule shall be submitted to the City Engineer within 15 calendar days from the date of award of contract.

**2-03.3 SPECIAL WORK REQUIREMENTS** – The following special work requirements shall be adhered to and full compensation for conforming to all of the special work requirements shall be included in the items of work for this contract and no additional compensation will be made therefore:

a.) The Contractor is prohibited from working on the following days:

<u>Day</u>	<u>Date</u>	<u>Holiday</u>
Fri.	April 3 & 10, 2015	Passover
Fri.	April 3, 2015	Good Friday
Mon.	May 25, 2015	Memorial Day
Fri.-Sat.	July 3-4, 2015	Independence Day
Mon.	Sept. 7, 2015	Labor Day
Sun.	Sept. 13, 2015	Rosh Hashanah
Tue.	Sept. 22, 2015	Yom Kippur
Wed.	Nov. 11, 2015	Veteran's Day
Thur.-Fri.	Nov.26 & 27, 2015	Thanksgiving Day
Fri.	Dec. 25, 2015	Christman Day
Fri.	Jan. 1, 2016	New Year's Day
Mon.	Jan. 18, 2016	Martin Luther King Day
Mon.	Feb. 15, 2016	President's Day

## **2-04 TRAFFIC CONTROL**

**2-04.1 GENERAL** - All streets and driveways where construction is in progress shall be kept open and in passable condition for emergency vehicles and normal traffic at all times.

**2-04.2 PARKING AND ACCESS TO RESIDENT'S DRIVEWAY** – The City will furnish to the Contractor “TEMPORARY NO PARKING” signs. The contractor will be responsible for posting and removing these signs as required for this project. These signs shall be placed around the circumference of a tree or street light post by a string. These signs should also reflect the exact time and date of the scheduled work. 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 USE OF FLAG PERSON** – To properly move traffic through the construction area, Contractor must be prepared to post flagger(s) to slow down and reroute traffic during installation, and if in the opinion of the City Engineer, at other phases of construction work. Flagger(s) shall be on duty the entire period the roadway is constricted.

**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 warning 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 PAYMENT** - The entire cost for traffic control as detailed in this section and as required for this construction shall be included in the unit prices bid for the various items of work.

**2-05 UTILITIES**

**2-05.1 CONTRACTOR'S RESPONSIBILITY** - The Contractor shall verify the location of all underground utilities and services before proceeding with 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, Telephone No. 1-800-422-4133. Upon request, the City Engineer will furnish the Contractor a list of the various offices and numbers to call.

**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. This license shall be obtained by the Contractor at no fee from the City.

**2-06.1 PUBLIC WORKS CONTRACTOR REGISTRATION NO.** – Under SB 854, Contractor is required to register and meet requirements with the State of California, Department of Industrial Relations to bid on public works contracts. A Public Works Contractor Registration No. shall be submitted with the bid.

**2-07 PERMITS**

**2-07.1** - Prior to the commencement of work, the Contractor shall obtain a construction permit from the City of Beverly Hills Public Works Permit Counter located at 455 North Rexford Drive. Permits 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 City of Beverly Hills permit, no permit will be issued unless the Contractor provides evidence of a current City of Beverly Hills business license.

**2-07.2** - The Contractor shall obtain an after-hours no fee permit from the Building and Safety Department, 455 North Rexford Drive, for construction operations to be performed during Saturdays and Sundays.

**2-09 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. Whenever extra work is found to be necessary, the procedure described in Paragraph 5-11 of the Standard Contractual Requirements shall be followed.

**2-10 SAFETY REGULATIONS** - The Contractor shall comply with the requirements set forth in Section 7-10.4.1 of the Standard Specifications.

**2-11 AVOIDANCE OF DUST NUISANCE** - During the process of breaking and removal of any material from the site of the project and until completion of the contract work, the Contractor shall take all necessary measures in order to avoid the nuisance of excessive dust. Refer to Section 7-8.1 of the Standard Specifications.

Contractor shall sweep the project area free of all dust and debris at the conclusion of each working day prior to opening the construction area to traffic.

## **2-12 RECYCLING OF MATERIALS AND NONSTORMWATER DISCHARGES**

**2-12.1 RECYCLING OF MATERIALS** - The Contractor is encouraged to recycle all materials. The Contractor shall provide the City all documentation as to the weight of the material in accordance with the requirements of AB 939.

**2-12.2 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).

## **2-13 ITEMS OF WORK**

### **2-13.1 ITEM 1. INSTALLATION OF CPS**

Under Item 1- the price shall include the cost for all the work involved in the installation of CPS at catch basins owned by the City of Beverly Hills. The CPS shall be designed to retain all trash larger than 5 mm (0.197 inches) in the catch basin, and shall comply with the followings:

1. The CPS shall be sized, fabricated and installed conforming to the configurations shown in Appendix A, prepared by the Los Angeles County Department of Public Works.
2. The CPS shall not interfere with the operation of the existing installed ARS.
3. The CPS unit shall have a sufficient structural integrity to withstand a lateral force of standing water (62.4 lbs./cubic foot) within the storm water catch basin area when the screen become 100 % clogged. The CPS unit shall be bolted to the catch walls.
4. The CPS shall be configured with deflector plates or screens preventing trash from falling between the screen and the connector pipe. The deflector plate shall be designed to withstand a vertical load of 10 lbs. per square foot.
5. The gap at the bottom, sides, and joints of the CPS unit shall not exceed 5mm (0.197 inches).

6. The perimeter of the CPS shall include a structural frame for stiffness, a bolting surface to fasten the CPS to the wall of the catch basin, support for the upper portion of the CPS unit referred as the "bypass" in the CPS Configuration in Appendix A.
7. All parts/components of the CPS unit must be sized to fit through the catch basin's manhole opening.
8. When the CPS unit encroaches more than 4 inches into the manhole opening, the Contractor shall install a Removable CPS unit. This unit shall be designed and installed with a removable panel allowing access into the catch basin. The removable panel shall be easily disengaged from the rest of the CPS assembly upon entry or from the outside of the catch basin. The Contractor shall submit shop drawings for review and approval from the City Engineer per Section 2-14. Full compensation for furnishing and installing the removable CPS unit shall be paid under the Contract Unit Price for the installation of CPS.
9. Contractor shall conduct field measurement of the physical dimensions of the catch basin for the fabrication of the CPS unit. Copy of the field measurements shall be submitted to the City Engineer.
10. The Contractor shall paint a staff gauge per LACFCD standard plan. The staff gauge shall be located such that it is visible through the curb opening or grating of the catch basin.

**2-13.2 ITEM 2. CONDUCTING FIELD MEASUREMENTS OF CATCH BASINS OWNED BY THE LACFCD**

Under Item 2 - the price shall include the cost for all work involves measuring the physical dimensions of catch basins owned by the LACFCD. These measurements are required to complete the Exhibit "A" Spreadsheet of the Flood Permit application for the installation of CPS at these catch basins.

The measurements of each catch basin shall include but not limited to the followings:

1. CATCH BASIN WIDTH (FT)
2. OUTLET PIPE SIZE (IN)
3. OUTLET PIPE LOCATION
4. VERTICAL MEASUREMENT FORM THE STREET FLOW LINE TO THE INVERT OF THE OUTLET PIPE, Y (FT)
5. GRATE WIDTH (FT)

6. DIMENSION MEASURED FROM THE WALL OF THE CURB OPENING TO THE BACK WALL OF THE CATCH BASIN, B (IN)
7. CURB OPENING HEIGHT (IN)
8. SPACING OF HORIZONTAL SUPPORTS (IN)
9. INLET PIPE SIZE (IN)
10. INLET PIPE LOCATION
11. STEPS LOCATION

The City has initiated the permitting process with the LACFCD. An Access Permit will be obtained to enter the manhole to conduct the field measurements. Only persons with confined space training can enter the catch basin to conduct the field measurement.

**2.13.3 ITEM 3. REMOVE AND REPLACE DAMAGED ARS**

Under Item 3-the price shall include the cost for all the work involved remove and replace the damaged ARS covering the curb opening of the catch basin. Contractor shall measure the catch basin opening and determine exact number of ARS is required for the installation.

The debris screen device shall have a mechanism that is normally in closed position prevents pollutants from entering the storm drain catch basin during dry season and low level runoff. This will keep trash and debris in the street gutter for collection by street sweepers. During heavy storm runoff, the mechanism is calibrated to release the screen fully open to allow gutter flow enter the storm drain catch basin. After the rain subsides, the mechanism will automatically returns to the closed position covering the curb face of the storm drain catch basin.

**2-13.2.1 Acceptable ARS**

The following companies have manufactured the acceptable ARS:

United Storm Water, Inc.	Model: Clean Screen III
G2 Construction	Model: Cam Debris Gate
American Stormwater, Inc.	Model; Surf gate
West coast Storm, Inc.	Model: West Coast Flap
Waterway Solutions LLC	Model: Top Swing Gate
Enviro Energy, Inc.	Model: Stormwater Treatment System Model 1

Bidders are advised that a unit which meets the requirements of the specifications is not excluded from bidding. City Engineer requires testing data and performance of the unit to be equal.

## **2-14 SHOP DRAWING SUBMITTALS**

**2-14.1** The Contractor shall submit to the City Engineer within seven (7) calendar days after the notice to proceed of the contract for review five (5) copies of each shop drawing as specified in Section 3 of these Specifications. Shop drawing submittals shall include detailed design calculations, shop drawings, fabrication and installation drawings, catalog sheets, data sheets and similar items. The City Engineer shall review the shop drawings and return them to the Contractor within fourteen (14) calendar days.

**2-13.2** Fabrication and/or purchase of an item may be commenced only after the City Engineer has reviewed the pertinent submittals and returned them to the Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on the submittals shall be considered as changes necessary to meet the requirements of the specifications and shall not be taken as the basis of claims for extra work.

**2-13.3** The City Engineer's review of shop drawing submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall assume all responsibility for the dimensions and the design of adequate connections and details.

## **2-15 CLEANING OF EXISTING CATCH BASINS**

**2-15.1** The Contractor shall furnish all materials, equipment, tools and labor to remove trash and debris from within and around all catch basins where work to be performed. The catch basin shall be cleaned at the time of installation of CPS, ARS and making field measurements.

**2-15.2** The Contractor shall remove the existing manhole cover to access inside of the catch basin and shall reinstall the manhole cover whenever the catch basin is unattended. Screws or bolts that cannot be reused and were not damaged by the Contractor shall be replaced with new ones meeting the requirements specified in the applicable standard plans as directed by the City Engineer. The replacement of the screws or bolts, as directed by the City Engineer, will be considered "Extra Work". Contractor shall submit to the City Engineer the unit price for the replacement of the screws and bolts.

If the manhole cover screws are frozen, it is the Contractor's responsibility to remove these frozen cover screws. If the screws become damaged during their removal, it shall be the Contractor's responsibility to replace them in accordance with the applicable Standard Plans and at no cost to the City.

## SECTION 3

### CONSTRUCTION REQUIREMENTS AND MATERIALS

**3-01 REMOVAL AND DISPOSAL OF MATERIALS** - All materials removed must be hauled away from the construction site on the same working day and legally disposed of and/or recycled at a site located outside the City limits of Beverly Hills. The Contractor shall recycle materials whenever possible. If the Contractor recycles materials in accordance with the requirements of AB 939, the City shall be provided documentation as to the weight of the material.

Except as otherwise specifically authorized by the City Engineer, all self-propelled equipment used by the Contractor in breaking and removal operations 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 CONNECTOR PIPE SCREEN (CPS)**

**3-03.1 GENERAL** - The CPS shall be installed in accordance with the detailed of the specifications.

**3-03.2 Material** - The CPS frame shall be fabricated from Type S-304 stainless steel. The structural members shall have a minimum thickness of 3/16 inches.

The CPS screen shall be fabricated from perforated metal of Type-304 stainless steel. The CPS screen shall have a minimum thickness of fourteen (14) gauge (0.0781 inches). The screen shall have 5mm (0.197 inches) diameter circular openings and provide a minimum of 45% percent open area.

The assembly bolts, screws, nuts and washer shall be Type S-316 stainless steel. The concrete anchor bolts shall be Red Head drop in anchor with Type S-316 stainless steel thread rods, nuts, and washers or equal approved by the City Engineer.

#### **3-04 AUTOMATIC RETRACTABLE SCREENS (ARS)**

**3-03.1 GENERAL** - The ARS shall be installed in accordance with the details of the specifications.

**3-03.2 MATERIAL** - All components, appurtenances, and accessories of the catch basin openings screen cover shall be fabricated from Type S-304 stainless steel.

The catch basin opening screen cover frame shall be fabricated from twelve (12) gauge Type S-304 stainless steel. All structural components shall have a minimum thickness of 3/16 inches.

The catch basin opening screen cover shall be fabricated from Type S-304 stainless steel, gauge 12. The opening screen cover shall have three quarter (3/4) inch diameter circular openings and provide a minimum of fifty (50) percent open area.

All mechanical part fabricated from steel pieces shall be welded and coated to resist corrosion. Coating shall be hot dip galvanizing conforming to Standard Specifications for Public Works Construction.

Moving parts shall be attached using assembly bolts, screws nuts, washers and hinges fabricated entirely from Type 304 stainless steel. Mounting brackets shall be fabricated entirely from Type 304 stainless steel. The hinges shall be welded or bolted to the screen frame.

Concrete anchor bolts shall be RED HEAD drop-in anchor with Type 316 stainless steel threaded rods, nuts and washers or equal approved by the City Engineer.

**3-03.3 CONSTRUCTION DETAILS** - Each storm drain catch basin will require several ARS to cover the catch basin opening. The Contractor shall make field measurements to determine the number of ARS will be required to complete the installation.

The ARS shall fit into a storm water catch basin with the following approximate dimension:

- Curb inlet opening of 6-inches to 12-inches in height
- Depth from the street wall to the black of the catch basin of at least 36-inches
- Height from the curb inlet opening to the bottom of the catch basin of at least 26-inches
- Street width curd inlet openings from a minimum of 36-inches to a maximum of 28-feet

### **3-04 GUARANTY**

A material guaranty for a period of one year from the date the City of Beverly Hills records a notice of completion for the work will be required for this contract.

### **3-05 CLEANUP**

**3-05.1** The Contractor shall clean up the construction sites throughout the course of the work. No dirt, scrap material, trash, tools, or other unwanted material shall be trapped or left at the sites.

**3-05.2** After the work specified herein has been completed. The entire area of work shall be left in a neat and presentable condition, free of all cleared vegetation, rubbish, construction debris and waste, surplus materials, and other objectionable materials. All such removed materials shall be disposed of by Contractor away from the site of work and in conformance with all applicable codes, ordinances, and regulations.



**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.

<b><u>ABBREVIATIONS</u></b>	<b><u>WORD or WORDS</u></b>
<b>AC</b>	Asphalt concrete
<b>ASTM</b>	American Society for Testing Materials
<b>BC</b>	Beginning of curve
<b>BCR</b>	Beginning of curb return
<b>BHW</b>	Beverly Hills Water Department
<b>BM</b>	Bench mark
<b>BVC</b>	Beginning of vertical curve
<b>CB</b>	Catch basin
<b>CC or C/C</b>	Center to center
<b>CF</b>	Curb face
<b>cfs</b>	Cubic feet per second
<b>CIP</b>	Cast iron pipe
<b>CL or C</b>	Center line
<b>CMP</b>	Corrugated metal pipe
<b>Conc.</b>	Concrete
<b>Cu.</b>	Cubic
<b>D</b>	Diameter of pipe
<b>Dia.</b>	Diameter
<b>Dr</b>	Drive
<b>DW&amp;P</b>	Los Angeles Department of Water & Power
<b>Dwy.</b>	Driveway
<b>EC</b>	End of curve
<b>ECR</b>	End of curb return
<b>EG</b>	Edge of gutter
<b>Elev.</b>	Elevation
<b>EVC</b>	End of vertical curve
<b>Ex or Exist.</b>	Existing
<b>FB</b>	Field Book
<b>FH</b>	Fire hydrant
<b>FL</b>	Flow line
<b>fps</b>	Feet per second
<b>FS</b>	Finished surface
<b>Ft.</b>	Foot or feet
<b>Galv.</b>	Galvanized
<b>GL</b>	Ground line
<b>Gr</b>	Grade
<b>H</b>	High or height
<b>HC</b>	House connection (sewer)
<b>Hor.</b>	Horizontal

**ABBREVIATIONS****WORD or WORDS**

<b>ID</b>	Inside diameter
<b>JC</b>	Junction chamber
<b>JS</b>	Junction structure
<b>L</b>	Length
<b>LACFCD</b>	Los Angeles County Flood Control District
<b>L&amp;T</b>	Lead and tack
<b>LD</b>	Local depression
<b>Lin.</b>	Linear
<b>Long.</b>	Longitudinal
<b>MH</b>	Manhole
<b>MTD</b>	Multiple tile duct
<b>MWD</b>	Metropolitan Water District
<b>No.</b>	Number
<b>OD</b>	Outside diameter
<b>OLC.</b>	Ornamental lighting conduit
<b>PCC</b>	Portland cement concrete or point of compound curvature
<b>PI</b>	Point of intersection
<b>PL</b>	Property line
<b>PP</b>	Power pole
<b>PRC</b>	Point of reverse curvature
<b>Prop.</b>	Proposed
<b>psi</b>	Pounds per square inch
<b>PT</b>	Point of tangency
<b>PT&amp;T</b>	Pacific Telephone & Telegraph Co.
<b>Pvmt.</b>	Pavement
<b>Q</b>	Rate of flow
<b>R</b>	Radius
<b>RC</b>	Reinforced concrete
<b>RCP</b>	Reinforced concrete pipe
<b>Rdwy</b>	Roadway
<b>R&amp;O</b>	Rock and oil
<b>R/W</b>	Right of way
<b>S</b>	Slope
<b>San.</b>	Sanitary
<b>SCE</b>	Southern California Edison Company
<b>SCG</b>	Southern California Gas Company
<b>SD</b>	Storm drain
<b>Spec.</b>	Specifications
<b>SPCo</b>	Southern Pacific Company
<b>Sq.</b>	Square
<b>SS</b>	Sanitary sewer

**ABBREVIATIONS****WORD or WORDS**

<b>St.</b>	Street
<b>Sta.</b>	Station
<b>Std.</b>	Standard
<b>Str.Gr.</b>	Straight Grade
<b>T</b>	Tangent distance
<b>TC</b>	Top of curb
<b>TS</b>	Traffic signal or transition structure
<b>TSC</b>	Traffic signal conduit
<b>USC&amp;GS</b>	United States Coast and Geodetic Survey
<b>USGS</b>	United States Geological Survey
<b>V</b>	Depth of catch basin
<b>v</b>	Velocity
<b>VC</b>	Vertical curve
<b>Vert.</b>	Vertical
<b>W</b>	Width
<b>WS</b>	Water surface or wearing surface
<b>Yd.</b>	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

**APPENDIX A**

**CITY OF BEVERLY HILLS STANDARD PLANS**

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**APPENDIX C**

**Myers Splicing Diagram**



# Exhibit A

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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 accordance with the Notice to Bidders, Proposal form, Improvement Map, Specifications, and Standard Contractual Requirements of Obligee therefor:

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"**



# Exhibit B







# Exhibit C

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**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF BEVERLY HILLS, a municipal corporation, hereinafter referred to as "City", and

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:
  
2. In consideration of such work City agrees to pay Contractor and Contractor agrees to accept the sum of \_\_\_\_\_ 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

\_\_\_\_\_  
Lili Bosse, Mayor

APPROVED AS TO CONTENT:

CONTRACTOR:

\_\_\_\_\_  
JEFF KOLIN, City Manager

\_\_\_\_\_  
KARL KIRKMAN, Risk Manager

\_\_\_\_\_  
DAVID LIGHTNER, Director  
Of Capital Assets

APPROVED AS TO FORM:

FUNDS AVAILABLE:

\_\_\_\_\_  
LAURENCE S. WIENER, City Attorney

\_\_\_\_\_  
DON RHOADS, Director of Administrative Services/Chief  
Financial Officer

**EXHIBIT "C"**



# Exhibit D



PERFORMANCE 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 **xxxxxxxxx Dollars (\$xxxxxxx.00)** 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:

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"**



# Exhibit E



CONTRACTOR'S PAYMENT 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 **XXXXXXX Dollars (\$XXXXXXX)**, 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:

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"**



# Exhibit F



**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:

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 \_\_\_\_\_

**EXHIBIT "F"**



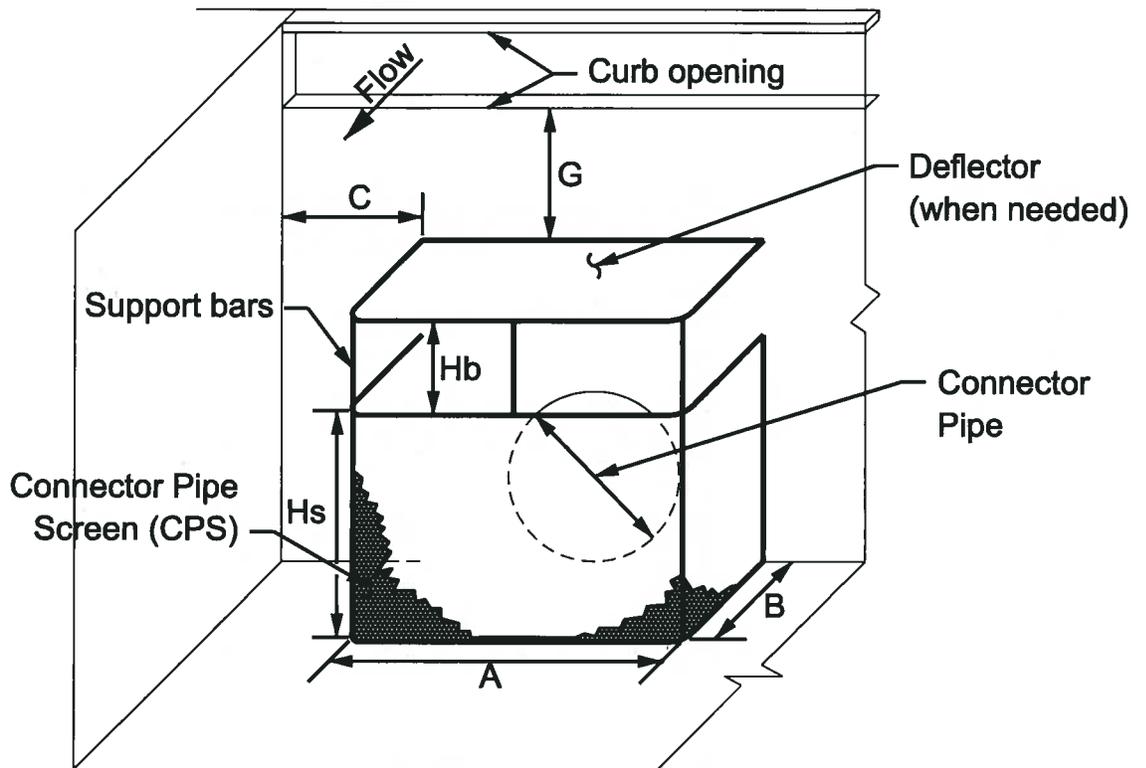
# Appendix A

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### APPENDIX A-1: CPS CONFIGURATION



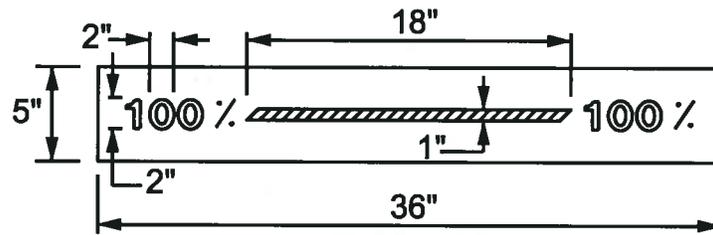
**CATCH BASIN INTERIOR VIEW**  
(Not to scale)

CPS Length	$L = A + 2B$
CPS Height	Hs
Bypass Height	Hb
Minimum Wall Clearance	C = 4 inches
Minimum Interior Spacing	B = 10 inches
Minimum Distance from Street Flow Line	G

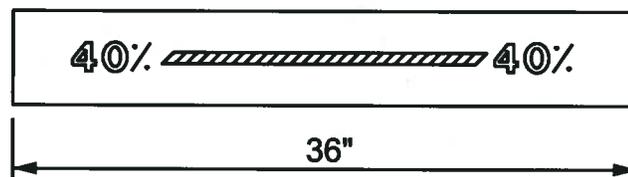
#### NOTES

1. The CPS shown above is for illustrative purposes only. The catch basin connector pipe location and the shape and design of the CPS may deviate from the above example.
2. For L, Hs, Hb, and G values see attached CPS sizing Table 1.

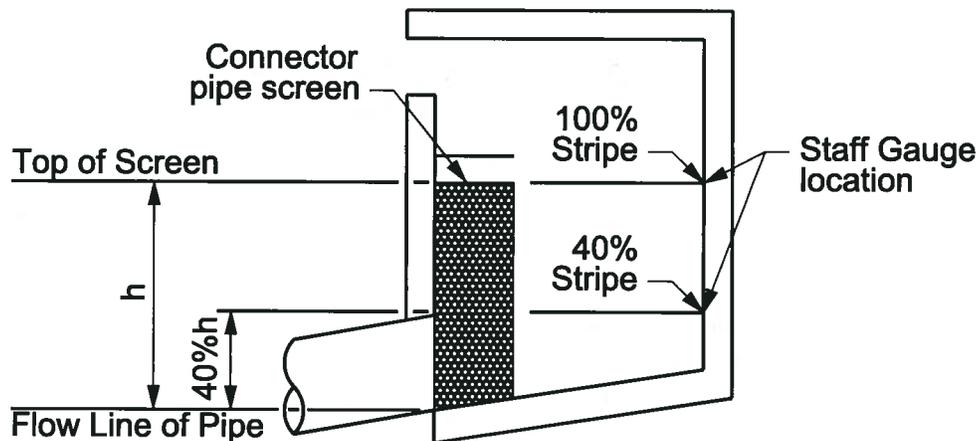
## APPENDIX A-2: STAFF GAUGE



**100% STRIPE**  
(Red Stripe and Numbers on White Background)



**40% STRIPE**  
(Red Stripe and Numbers on White Background)



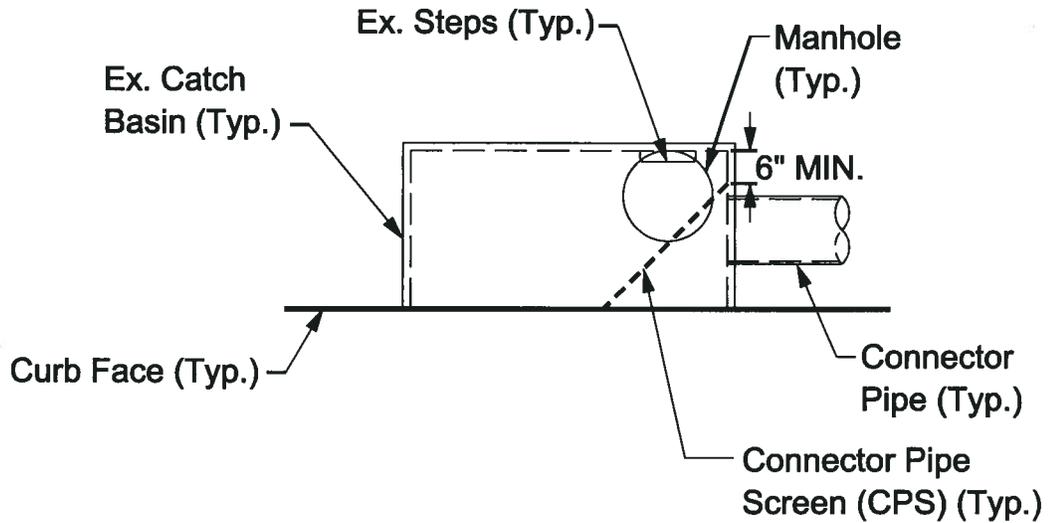
EXAMPLE LAYOUT

**"THE PAINT TYPE AND SPECIFICATIONS MUST BE SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL PRIOR TO USE."**

1. The Contractor shall paint a staff gauge as shown on an externally visible interior wall of each catch basin.
2. The Contractor shall paint red stripes and numbers on white background labeling 40% and 100% screen height as shown above.
3. Surfaces must be clean, dry and free from all contaminants including rust that may impair adhesion.

APPENDIX A-3: EXAMPLE CPS LAYOUTS (CONT.)

CURB OPENING CATCH BASINS (TYPES 300)

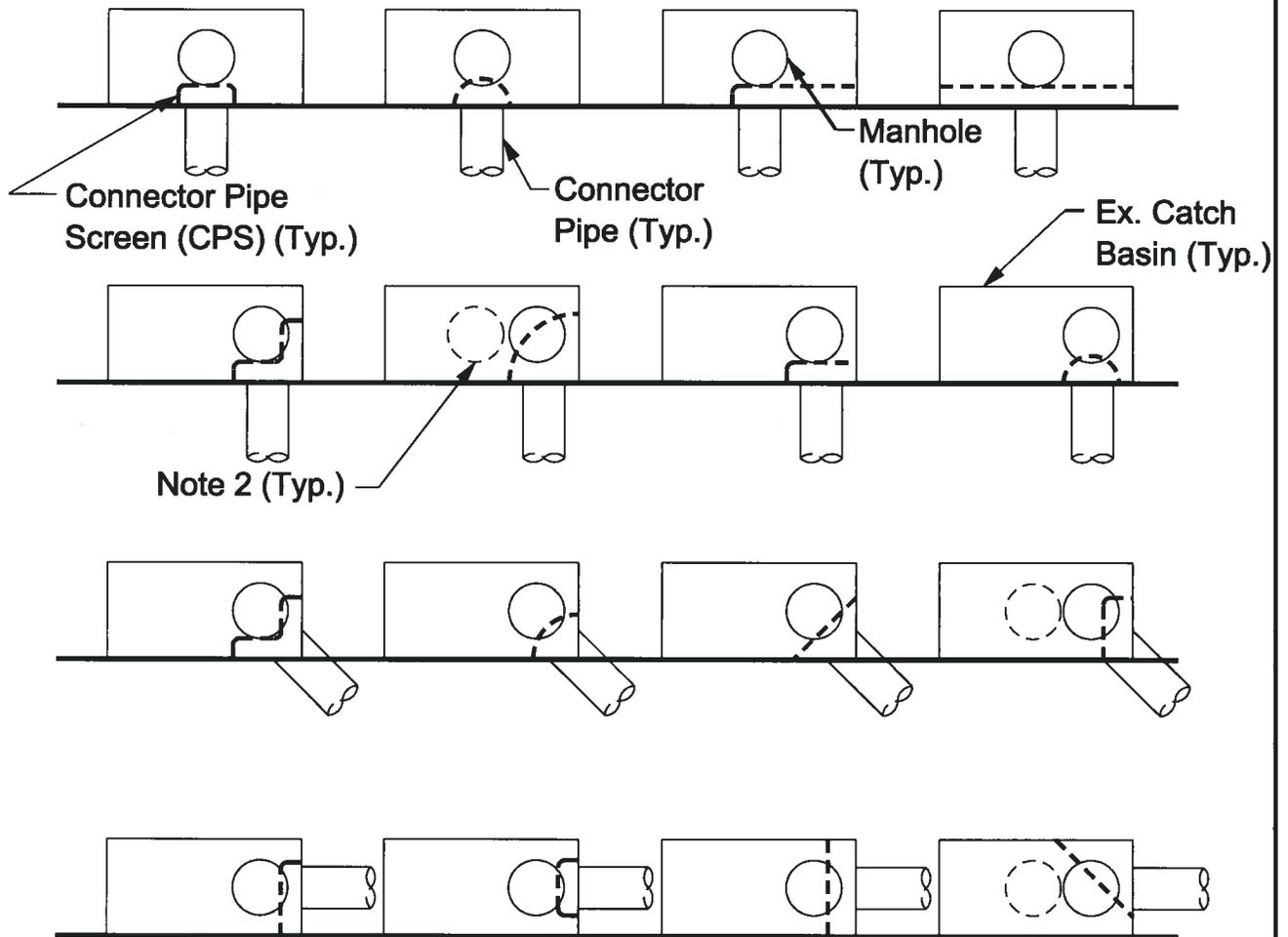


NOTES:

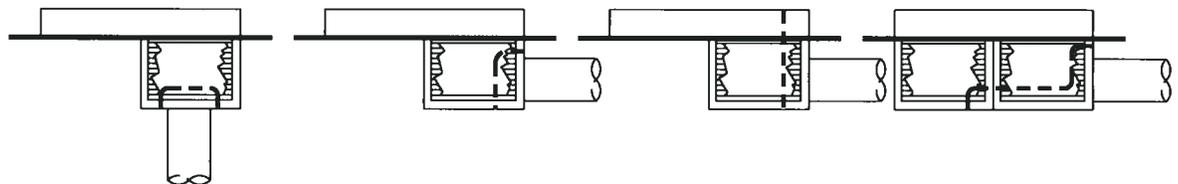
1. The CPS configurations shown above are for illustrative purposes only. This is not a comprehensive list.
2. The CPS unit shall not encroach more than 4 inches into the manhole opening.

### APPENDIX A-3: EXAMPLE CPS LAYOUTS

#### CURB OPENING CATCH BASINS (TYPES 300, 306)

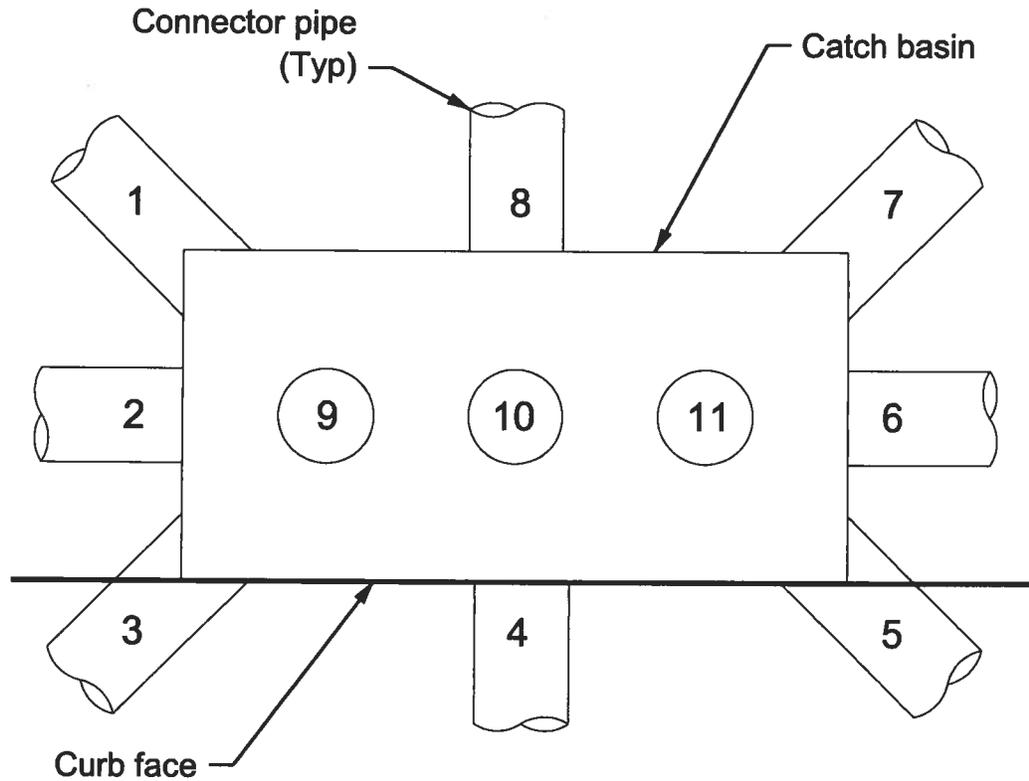


#### CURB OPENING CATCH BASINS WITH GRATES (TYPES 301, 302)



- NOTES: 1. The CPS configurations shown above are for illustrative purposes only. This is not a comprehensive list.
2. When the CPS unit enchoaches more than 4 inches into the manhole opening, the Contractor shall install a Removable CPS unit per Attachment A, CPS Requirements, item 8.

## APPENDIX A-4: CONNECTOR PIPE LOCATION KEY



### NOTE

1. This illustration shall be used to identify the location of a catch basin's connector pipe. The number chosen shall be that which most nearly represents the actual location of the connector pipe.

