

# EXHIBIT NO. 2

# CITY OF CARSON AVALON BOULEVARD STREET IMPROVEMENT PLANS

## GENERAL NOTES

- ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF CARSON, STANDARD DRAWINGS, AMERICAN PUBLIC WORKS ASSOCIATION AND CALTRANS STANDARD PLANS AND SPECIFICATIONS. (ALL LATEST EDITION)
- CONSTRUCTION PERFORMANCE BOND SHALL BE POSTED THROUGH CITY OF CARSON ENGINEERING SERVICES DIVISION PRIOR TO CONSTRUCTION PERMIT ISSUANCE. CONSTRUCTION BOND IS BASED ON ESTIMATED CONSTRUCTION COST AS REVIEWED AND APPROVED BY THE CITY ENGINEER.
- CONSTRUCTION PERMIT FROM THE CITY OF CARSON ENGINEERING SERVICES DIVISION SHALL BE OBTAINED AT LEAST SEVEN (7) DAYS PRIOR TO PRE-CONSTRUCTION MEETING. (A TOTAL OF 21-DAYS PRIOR TO START OF CONSTRUCTION)
- PRE-CONSTRUCTION MEETING SHALL BE COORDINATED AND COMPLETED THROUGH CITY OF CARSON ENGINEERING SERVICES DIVISION AT LEAST 14-DAYS PRIOR TO START OF CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEERING SERVICES FOR INSPECTION A MINIMUM OF 48-HRS PRIOR TO STARTING WORK AT (310) 952-1700 EXT. 1795
- WORKING HOURS SHALL BE 9:00 AM TO 3:00 PM FOR ARTERIAL STREETS AND 7:00 AM TO 3:00 PM FOR LOCAL/RESIDENTIAL STREETS, UNLESS OTHERWISE APPROVED.
- STAGING AREAS FOR CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- PEDESTRIANS AND/OR VEHICULAR ACCESS SHALL BE ALLOWED AT ALL TIMES, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER. PROHIBITING PEDESTRIAN AND/OR VEHICULAR ACCESS REQUIRES DETOUR AND/OR ACCESS CLOSURE PLANS SUBJECT TO REVIEW AND APPROVAL OF THE CITY ENGINEER.
- OVERNIGHT TRAFFIC CONTROLS SHALL BE REVIEWED AND APPROVED BY TRAFFIC ENGINEER, PRIOR TO PRE-CONSTRUCTION MEETING. OTHERWISE TRAFFIC CONTROL SHALL BE PER CA M.U.T.C.D MANUAL, LATEST EDITION.
- CONTRACTOR SHALL NOTIFY AFFECTED RESIDENTS, BUSINESSES AND AGENCIES 72-HOURS PRIOR TO START OF CONSTRUCTION, AT THE DISCRETION OF THE CITY ENGINEER.
- DAMAGED EXISTING IMPROVEMENTS, NOT PART OF THE SCOPE OF WORK, SHALL BE PROTECTED IN-PLACE AND SHALL BE REPLACED IN KIND AT NO COST TO THE CITY, TO THE SATISFACTION OF THE CITY ENGINEER.
- NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
- IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- CONTRACTOR SHALL COORDINATE AND/OR OBTAIN NECESSARY PERMITS FROM AFFECTED AGENCIES.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) 48-HRS PRIOR TO START WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY THE CONTRACTOR SHALL NOTIFY THAT OWNER OF THAT UTILITY IMMEDIATELY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS, AND IN THE EVENT OF SUBSTRUCTURE DAMAGE, THE CONTRACTOR SHALL BEAR ALL THE COST OF REPAIR OR REPLACEMENT.
- CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS ON HAND AT ALL TIMES TO EXPEDITE ANY EMERGENCY REPAIR.
- AS REQUIRED BY THE CITY ENGINEER, THE CONTRACTOR SHALL FURNISH AND OPERATE A SELF-LOADING MOTOR SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION IS INCOMPLETE.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES DURING CONSTRUCTION AMPLE MEANS AND DEVICES WITH WHICH TO PROMPTLY REMOVE AND PROPERLY DISPOSE OF ALL WATER FROM ANY SOURCE ENTERING THE EXCAVATION OR OTHER PARTS OF THE WORK.
- CONTRACTOR SHALL COMPLY WITH ALL STORMWATER POLLUTION CONTROL PER BY REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) REQUIREMENTS, INCLUDING BUT NOT LIMITED TO BEST MANAGEMENT PRACTICE (BMPs)
- CONTRACTOR SHALL APPLY FOR AND OBTAIN A TREE REMOVAL PERMIT WHEN DEMOLISHING AN EXISTING TREE WITHIN THE PUBLIC RIGHT-OF-WAY. REFER TO "EXHIBIT B" OF ARTICLE III, CHAPTER 9 OF THE CITY OF CARSON MUNICIPAL CODE AND CONTACT GREGORY MACDONALD, TREE AND CONCRETE MAINTENANCE SUPERVISOR, AT (310) 847-3500.
- CONTRACTOR SHALL PROVIDE TREE PROTECTION FOR TREES WITHIN THE PUBLIC RIGHT-OF-WAY PER ARTICLE III, CHAPTER 9, SECTION 3928 OF THE CITY OF CARSON MUNICIPAL CODE.
- THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE GEOTECHNICAL RECOMMENDATIONS MADE BY: ASSOCIATED SOILS ENGINEERING, INC., 2860 WALNUT AVENUE, SIGNAL HILL, CA 90755, (562) 426-7990 ON MARCH 22, 2024 AND JUNE 21, 2024.  
CONTRACTOR SHALL OBTAIN A COPY OF THIS REPORT AND FOLLOW THE RECOMMENDATIONS THEREIN. NOTIFY IDS GROUP OF ANY DISCREPANCIES OR FIELD CHANGES PRIOR TO CONSTRUCTION.

## UTILITY PURVEYORS

**AMERICAN DARK FIBER**  
866-953-4237

**AT&T DISTRIBUTION**  
800-247-2020

**CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY**  
ALLEN JUST  
714-508-2677  
ALLEN.JUST@ARCADIS.COM

**CHEVRON PIPELINE COMPANY**  
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**CITYLADOT-CITY OF LOS ANGELES DEPT OF TRANSP**  
PEDRO CONTRERAS  
213-292-0473  
PEDRO.CONTRERAS@LACITY.ORG

**CITY OF LOS ANGELES**  
323-913-4744

**CLEAR CHANNEL OUTDOOR**  
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310-755-7361  
FREDGARCIAJR@CLEARCHANNEL.COM

**CRIMSON PIPELINE LP**  
SHENAN DEAN LOVRIEN  
866-351-7473  
SDLOVRIEN@CRIMSONPL.COM

**COUNTY SANITATION DISTRICT-COMPTON**  
ANDRE SCHMIDT  
310-638-1161  
ASCHMIDT@LACSD.COM

**CA WATER SERVICE/DOMINGUEZ WTR CO**  
310-257-1400

**THE SOURCE GROUP/APEX**  
MICHAEL NEWELL  
310-832-0301  
LINERDIER@APEXCOS.COM

**DOW CHEMICAL USA**  
310-224-5302

**E & B NATURAL RESOURCES**  
TOM STOY  
714-677-7065  
TSTOY@EBRESOURCES.COM

**KINDER MORGAN ENERGY PARTNERS**  
310-834-2730

**LA COUNTY PUBLIC WORK-ROAD DEPT**  
ART ARRIOLA  
626-458-1704  
AARRIOLA@DPW.LACOUNTY.COM

**LADWP-WATER**  
213-367-6428

**METROPOLITAN WATER - PALOS VERDE**  
DANIEL DIAZ  
323-276-7623  
DDIAZ@MWDH20.COM

**PHILLIPS 66 PIPELINE LLC**  
877-267-2290

**SOCALGAS DISTRIBUTION COMPTON**  
ARMANDO AGUILAR  
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NAGULIA1@SOCALGAS.COM

**PARAMOUNT PETROLEUM CORP**  
ERIC DORN  
562-577-1400  
EDORN@WORLDENERGY.NET

**PLAINS ALL AMERICAN PIPELINE**  
800-708-5071

**LINDE INC**  
JOE MALEPEAL  
562-983-2148

**SOCALGAS TRANSMISSION-PLAYA DEL REY**  
ERIC CASARES  
562-806-4843

**SHELL OIL PIPELINE-SOUTH**  
888-257-0877

**MARATHON PIPE LINE**  
DARRON CUNNINGHAM

562-981-3416

**TORRANCE LOGISTICS CO/PBF ENERGY**  
DINO ALVARADO  
310-212-1842

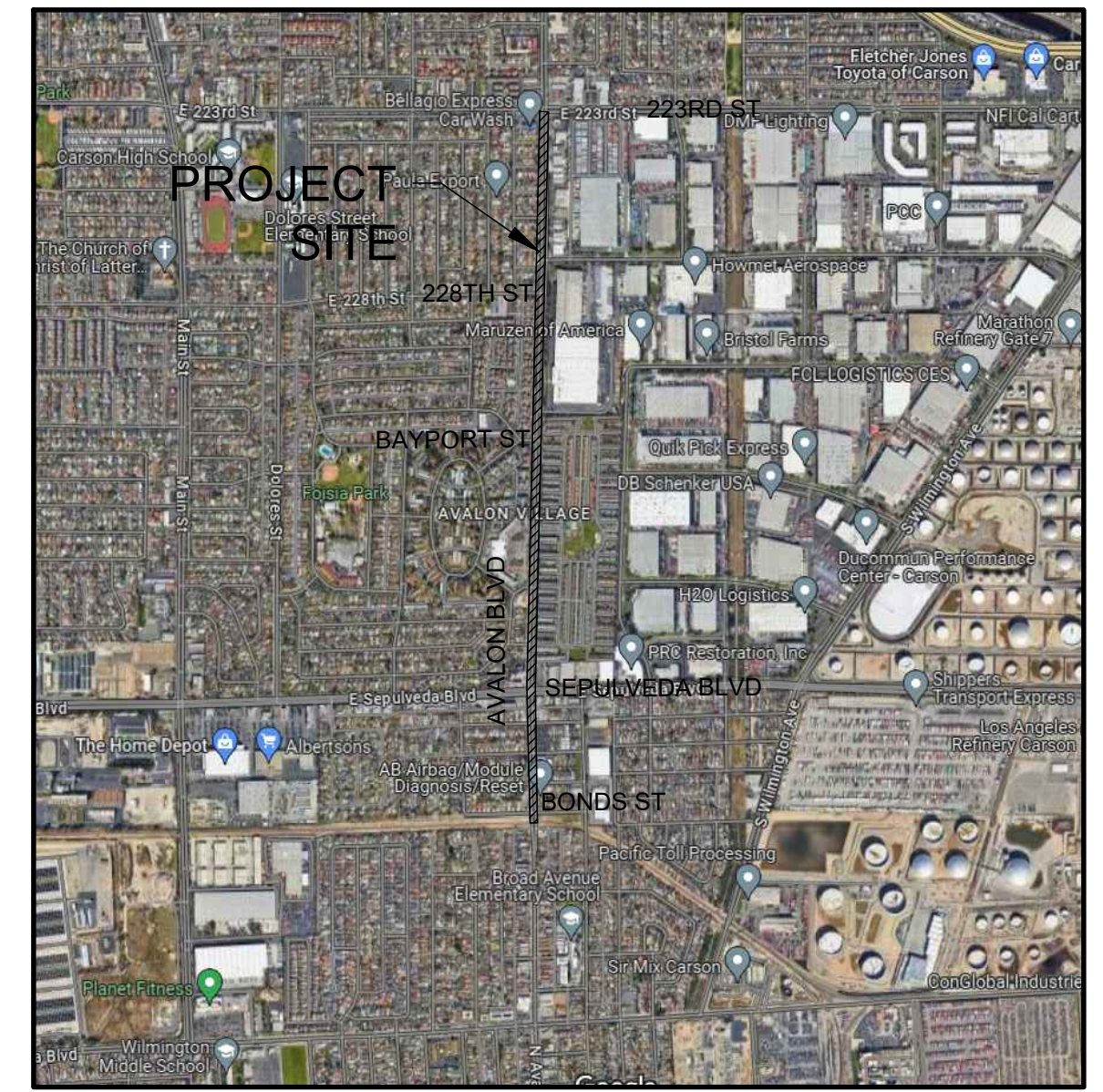
**UTILIQUEST FOR SCE DIST METRO WEST**  
GILBERT ACEVES  
909-548-7249

**ZENITH ENERGY WEST COAST TERMINALS**  
JAMES FOSTER  
562-572-2501

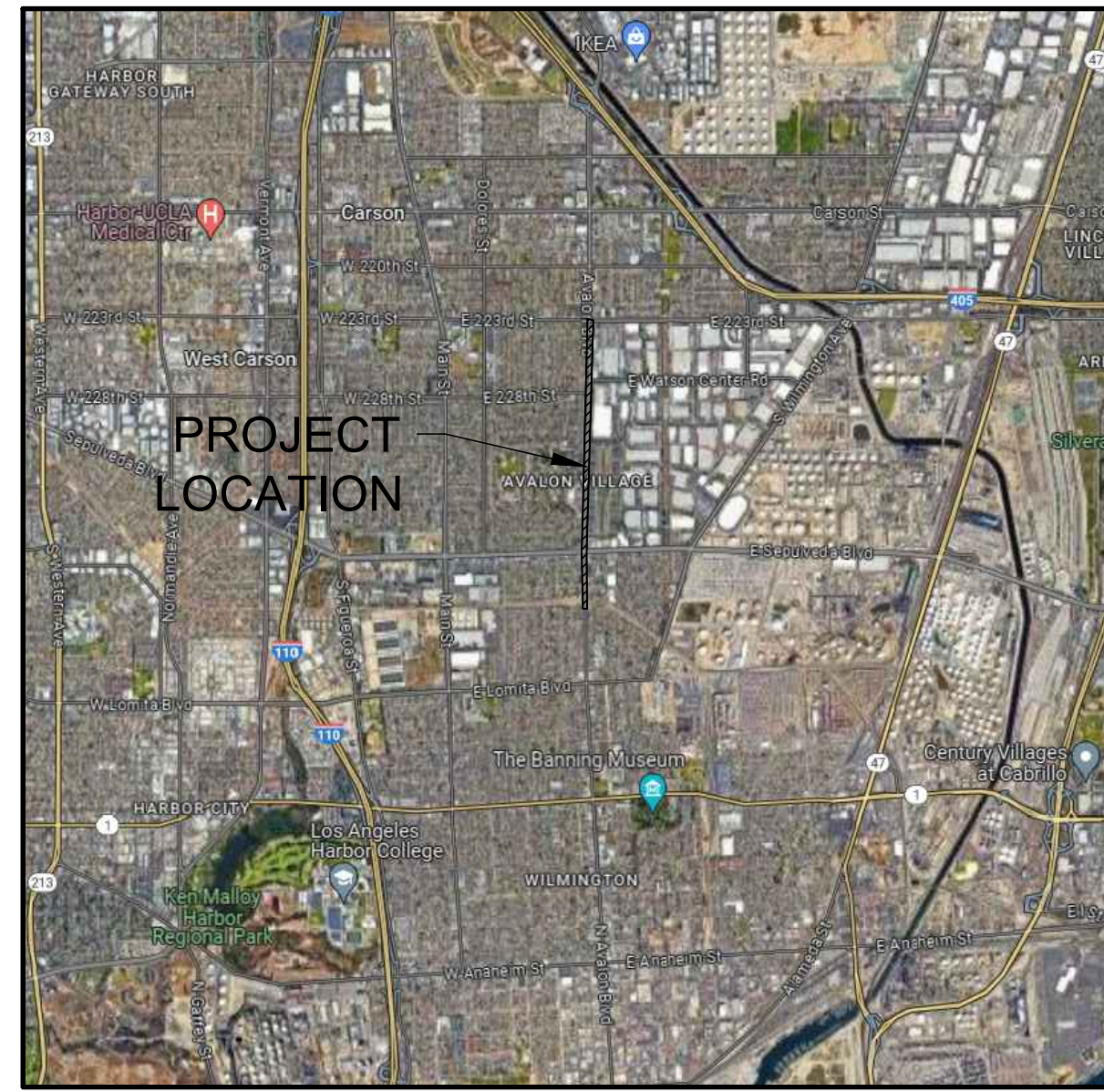
## SHEET INDEX

1	TITLE SHEET	C-1.0
2	GENERAL NOTES	C-2.0
3	TOPOGRAPHIC SURVEY	C-3.0
4	TOPOGRAPHIC SURVEY	C-3.1
5	PAVING PLAN 28+50 TO 48+50	C-4.0
6	PAVING PLAN 48+50 TO 67+00	C-4.1
7	PAVING PLAN 67+00 TO 87+50	C-4.2
8	PAVING PLAN 87+50 TO 102+00	C-4.3
9	PAVING DETAILS	C-4.4
10	PAVING DETAILS	C-4.5
11	DRYWELL DRAINAGE SYSTEM	C-5.0
12	CURB RAMP PLANS	C-7.0
13	CURB RAMP PLANS	C-7.1
14	CURB RAMP PLANS	C-7.2
15	CURB RAMP PLANS	C-7.3

## VICINITY MAP



## LOCATION MAP



## SURVEY MONUMENTATION NOTE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ANY SURVEY MONUMENTATION AND/OR BENCHMARKS. ANY SUCH MONUMENTATION WHICH IS DISTURBED OR DESTROYED BY CONSTRUCTION THAT HAS BEEN IDENTIFIED TO BE PROTECTED IN PLACE, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A RECORD OR SURVEY OR CORNER RECORD, AS APPROPRIATE, SHALL BE FIELD BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT.

BID SET 7/26/24

### CITY OF CARSON

ENGINEERING SERVICES DIVISION

### AVALON BOULEVARD STREET IMPROVEMENT PLANS

TITLE SHEET

C-1.0

PROJECT NO.	SHEET	PLAN NO.
22X076.02	1 of 15	XXX

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

PLANS PREPARED BY:



IDS GROUP  
1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

BENCHMARK:



Know what's below.  
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PLOT DATE: 7/26/2024 11:16:23 AM

IDS GROUP - FILE LOCATION: \\IDS-FS\1\SHARED\PROJECTS\2022\SHARED\22X076.02\_CARS\_AVALON\_BLDV\05\_CAD\02\_CIVIL\CD\22X076.02\_C-1.0.TITLE

### LEGEND

DESCRIPTION	SYMBOL
RIGHT-OF-WAY	---
EXISTING EDGE OF PAVEMENT	-----
EXISTING CURB	=====
CONSTRUCTION NOTE	①
EXISTING WATER VALVE	WV
EXISTING PULL BOX (BY UTILITY TYPE)	PB
EXISTING STREET LIGHT	SL
EXISTING TRAFFIC SIGNAL	TS
EXISTING ELECTRIC MANHOLE (EDISON)	EM
EXISTING SEWER MANHOLE	SM
EXISTING STORM DRAIN MANHOLE	SDM
EXISTING TELEPHONE MANHOLE	TM
EXISTING FIRE HYDRANT	FH
EXISTING STREET SIGN	SS
EXISTING POWER POLE	PP
EXISTING FLAG POLE	FP
PROPOSED TRUNCATED DOMES	[Pattern]
REMOVE AND REPLACE CONCRETE SIDEWALK	[Pattern]
FULL DEPTH AC PAVEMENT REPLACEMENT	[Pattern]
REMOVE AND REPLACE TRAFFIC RATED CONCRETE	[Pattern]

### ABBREVIATIONS

AC	ASPHALT CONCRETE	GTE V	GTE VAULT
ADJ	ADJUST	IRR	IRRIGATION
AP	ANGLE POINT	MCR	MIDDLE OF CURB RETURN
BCR	BEGINNING OF CURB RETURN	NTS	NOT TO SCALE
CAB	CRUSHED AGGREGATE BASE	LX	LOCATION NO. X
CATV	CABLE TV	PB	PULL BOX
CF	CURB FACE	PCC	PORTLAND CONCRETE CEMENT
CL	CENTER LINE	R	RADIUS
CONC	CONCRETE	RC	RETAINING CURB
CSPB	COUNT STATION PULL BOX	R/W, ROW	RIGHT OF WAY
DWY	DRIVEWAY	SDMH	STORM DRAIN MANHOLE
EC	EDGE OF CURB	SL	STREET LIGHT
ECR	END OF CURB RETURN	SLPB	STREET LIGHT PULL BOX
EG	EDGE OF GUTTER	SMH	SEWER MANHOLE
ELEC V	ELECTRIC VAULT (EDISON)	SNS	STREET NAME SIGN
ELPB	ELECTRIC PULL BOX (EDISON)	STA	STATION
EOH	OVERHEAD LINES	SW	SIDEWALK
EP	EDGE OF PAVEMENT	TC	TOP OF CURB
EX	EXISTING	TLPB	TELEPHONE PULL BOX
FH	FIRE HYDRANT	TS	TRAFFIC SIGNAL
FL	FLOW LINE	TSPB	TRAFFIC SIGNAL PULL BOX
FS	FINISH SURFACE	TYP	TYPICAL
GB	GRADE BREAK	WM	WATER METER
GH	GAS HANDHOLE	WV	WATER VALVE
GM	GAS METER		

### GENERAL NOTES BEST MANAGEMENT PRACTICES (BMPs)

- EVERY EFFORT SHOULD BE MADE TO ELIMINATE THE DISCHARGE OF NON-STORMWATER FROM THE PROJECT SITE AT ALL TIMES.
- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON-SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
- TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
- SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- ANY SLOPES WITH DISTURBED SOILS OR DENUDE OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
- I CERTIFY THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ENSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION SUBMITTED IS TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT SUBMITTING FALSE AND/ OR INACCURATE INFORMATION, FAILING TO UPDATE THE ESCP TO REFLECT CURRENT CONDITIONS, OR FAILING TO PROPERLY AND/ OR ADEQUATELY IMPLEMENT THE ESCP MAY RESULT IN REVOCATION OF GRADING AND/ OR OTHER PERMITS OR OTHER SANCTIONS PROVIDED BY LAW.

PRINT NAME \_\_\_\_\_  
(OWNER OR AUTHORIZED AGENT OF THE OWNER)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(OWNER OR AUTHORIZED AGENT OF THE OWNER)

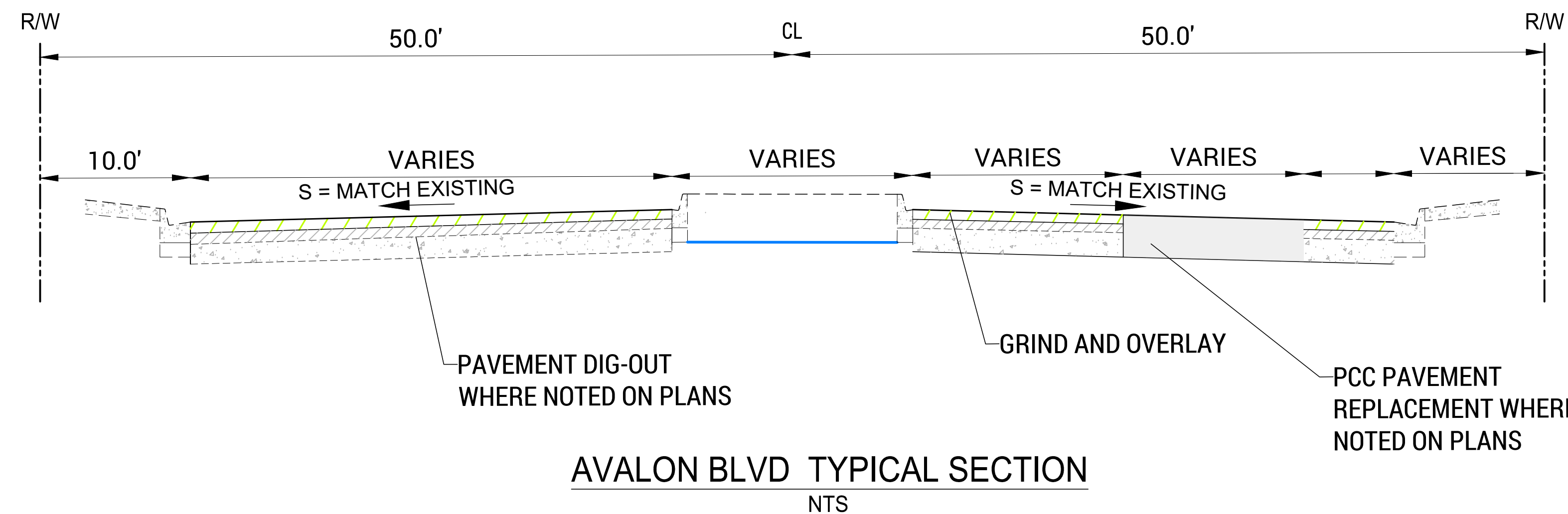
THE FOLLOWING BMPs AS OUTLINED IN, BUT NOT LIMITED TO, THE LATEST EDITION OF THE CASQA CONSTRUCTION BMP ONLINE HANDBOOK OR CALTRANS STORMWATER QUALITY HANDBOOKS (CONSTRUCTION SITE BMP MANUAL), MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT  
(ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY THE PROJECT ENGINEER OR THE BUILDING OFFICIAL)

### PAVEMENT RECOMMENDATION

- PROPOSED PAVEMENT SECTION FOR DIG OUT IS 4 INCHES AC AND 10 INCHES AB.

### REFERENCE DRAWING

SPPWC STD DWG NO. 111-5	TRUNCATED DOMES
SPPWC STD DWG NO. 112-2	CURB AND SIDEWALK JOINTS
SPPWC STD DWG NO. 122-2	CROSS AND LONGITUDINAL GUTTERS
CITY OF CARSON STD NO. 108-A	CURB & GUTTER REPLACEMENT DETAIL
CITY OF CARSON STD NO. 108	CURB & GUTTER
CITY OF CARSON STD NO. 118	FULL WIDTH SIDEWALK
CITY OF CARSON STD NO. 110	MAJOR HIGHWAY SECTIONS
CITY OF CARSON STD NO. 120	TYPICAL MEDIAN SECTION
CITY OF CARSON STD NO. 701	CURB CUT



BID SET 7/26/24

**CITY OF CARSON**

ENGINEERING SERVICES DIVISION

**AVALON BOULEVARD  
STREET IMPROVEMENT PLANS**

GENERAL NOTES

C-2.0

PROJECT NO. **22X076.02** SHEET **2 of 15** PLAN NO. **XXX**

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

PLANS PREPARED BY:



IDS GROUP

1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

BENCHMARK:



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**BASIS OF COORDINATES**

COORDINATES SHOWN ON THIS MAP ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 GRID, NAD83(2011), CSRS EPOCH 2017.50, DEFINED LOCALLY BY CONTINUOUS GPS STATIONS OF THE CSRS. THIS SURVEY TIED TO STATIONS CSDH, LBC1, TORP, AND VTIS.

**BASIS OF ELEVATIONS**

ELEVATIONS SHOWN ON THIS MAP ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM NAVD88, DEFINED LOCALLY BY THE FOLLOWING LOS ANGELES COUNTY BENCHMARKS, GARDENA QUAD 2013 ADJUSTMENT:

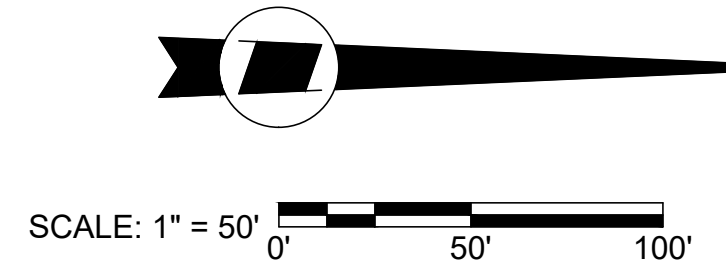
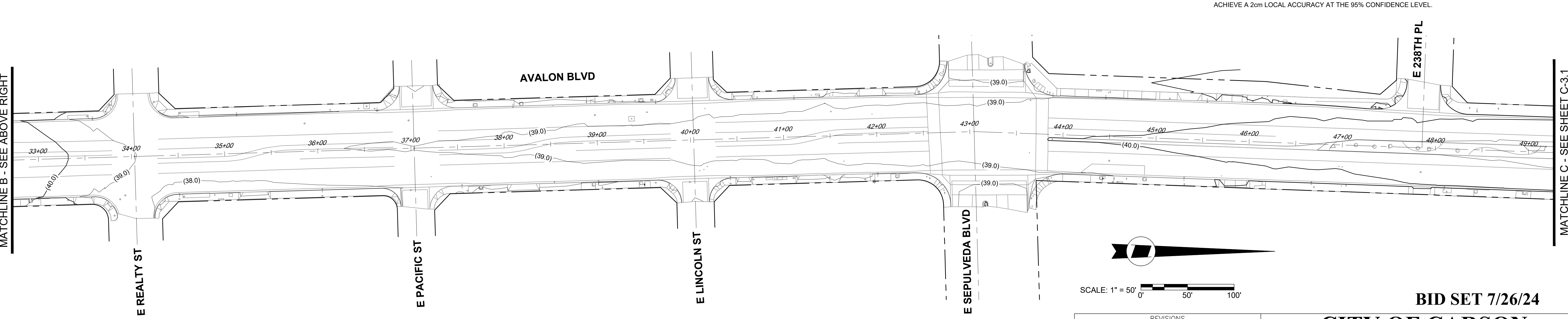
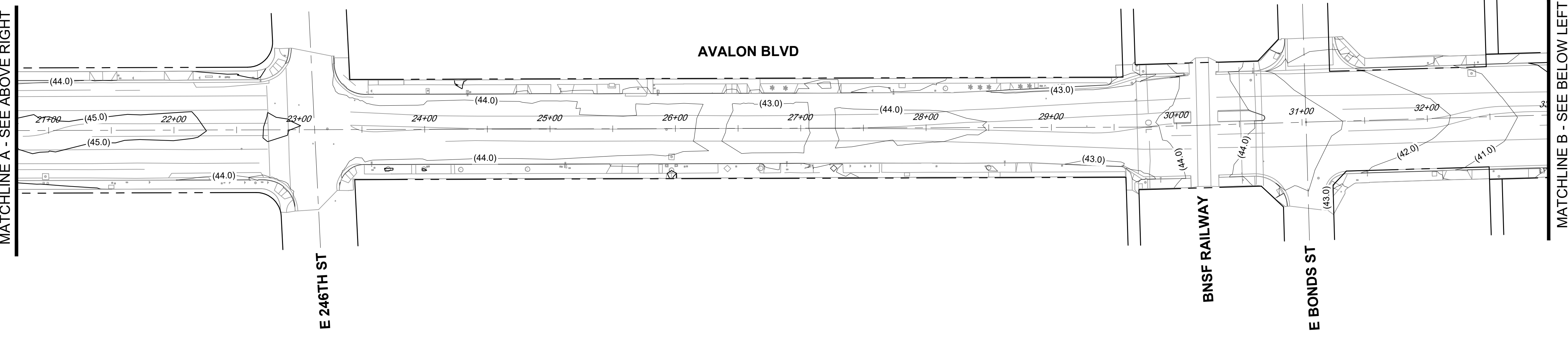
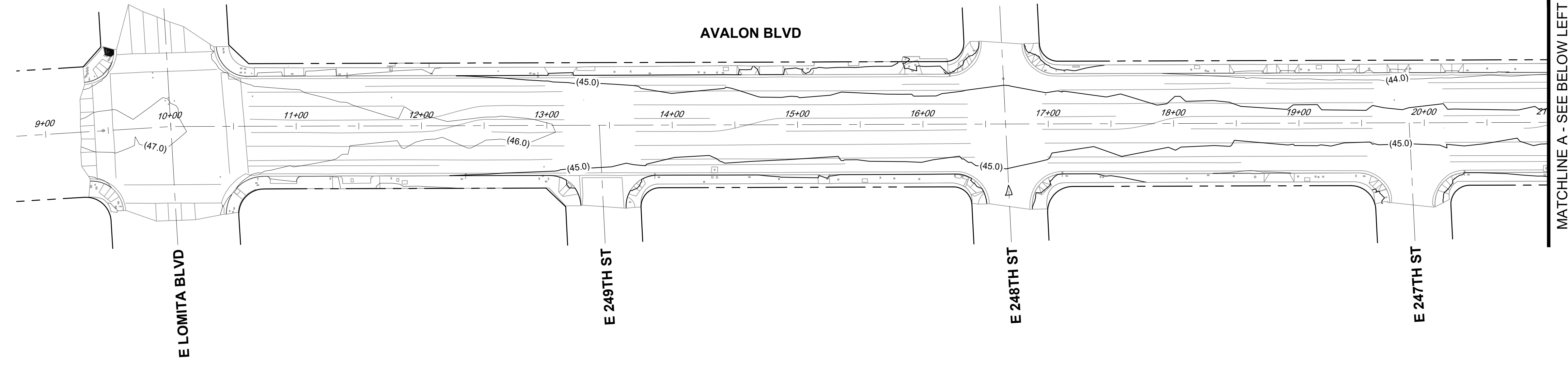
- ELEVATION Y3106 = 38.659 FEET. (GUIDA CP 10030)
- ELEVATION Y8409 = 46.371 FEET. (GUIDA CP 10003)
- ELEVATION Y8441 = 31.790 FEET. (GUIDA CP 10039)
- ELEVATION Y8443 = 39.818 FEET. (GUIDA CP 10017)
- ELEVATION Y10097 = 37.145 FEET. (GUIDA CP 10033)
- ELEVATION Y11299 = 39.456 FEET. (GUIDA CP 10018)
- ELEVATION Y12233 = 38.722 FEET. (GUIDA CP 10025)
- ELEVATION Y12234 = 38.779 FEET. (GUIDA CP 10024)
- ELEVATION Y12503 = 40.177 FEET. (GUIDA CP 10020)
- ELEVATION Y12504 = 31.298 FEET. (GUIDA CP 10037)

**SURVEYOR'S NOTES**

1. COORDINATES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 5 GRID, NAD83 (2011), CSRS EPOCH 2017.50, DEFINED LOCALLY BY CONTINUOUS GPS STATIONS OF THE CSRS. THIS SURVEY TIED TO STATIONS CSDH, LBC1, TORP, AND VTIS THE LATITUDE, LONGITUDE, AND ELLIPSOID HEIGHTS OF WHICH WERE HELD FIXED IN A LEAST SQUARES ADJUSTMENT. COORDINATES ARE EXPRESSED IN U.S. SURVEY FOOT UNITS.
2. THE SITE COMBINATION FACTOR IS 1.00005924 AND THE SITE MAPPING ANGLE IS -00°09'09.02" BOTH CALCULATED AT GUIDA CP 10020 (LA CO BM Y12503), TO OBTAIN GROUND LEVEL DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR.
3. COMBINED FACTOR IS THE PRODUCT OF THE ELEVATION FACTOR TIMES THE CCS83 SCALE FACTOR. ELEVATION FACTOR WAS COMPUTED USING A VALUE OF 20.906,000 FEET AS THE RADIUS OF CURVATURE OF THE EARTH AND THE GEOID MODEL AT THE STATION. THE GEOID HEIGHT WAS INTERPOLATED FROM THE NGS GEOID18 MODEL.
4. ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), DEFINED LOCALLY BY LOS ANGELES COUNTY BENCHMARKS. THIS SURVEY TIED TO BENCHMARKS Y3106, Y8409, Y8441, Y8443, Y10097, Y11299, Y12233, Y12234, Y12503, AND Y12504 (GARDENA QUAD, 2013), THE ELEVATIONS OF WHICH WERE HELD FIXED IN A LEAST SQUARES ADJUSTMENT IN CONJUNCTION WITH THE NGS GEOID 18 MODEL. ELEVATIONS ARE EXPRESSED IN U.S. SURVEY FOOT UNITS.

**ACCURACY STATEMENT**

1. THIS SURVEY WAS NOT PERFORMED ACCORDING TO ANY PUBLISHED SPECIFICATIONS OR PROCEDURES. THE CONTROL STATIONS TO WHICH THIS SURVEY IS REFERENCED HAVE PUBLISHED ACCURACIES AND MEET THE REQUIREMENTS FOR A CSRN STATION AS DEFINED IN THE PUBLIC RESOURCES CODE.
2. THIS SURVEY WAS PERFORMED USING STATIC GNSS EQUIPMENT AND METHODS (TRIMBLE R10 AND R12 RECEIVERS, FIXED HEIGHT 2m TRIPODS).
3. GNSS DATA WAS PROCESSED USING TBC VERSION 5.8. THE RESULTING GNSS MEASUREMENT DATA WAS ADJUSTED BY THE LEAST SQUARES METHOD USING STAR\*NET V11 SOFTWARE IN SEPARATE HORIZONTAL AND VERTICAL ADJUSTMENTS. SEE SURVEYOR'S NOTES FOR POSITIONS AND ELEVATIONS HELD IN THE FINAL CONSTRAINED ADJUSTMENTS.
4. THE RESULTANT PROJECT CONTROL CCS83 ZONE 5 COORDINATES ACHIEVE A 2cm LOCAL ACCURACY AT THE 95% CONFIDENCE LEVEL. THE RESULTANT PROJECT CONTROL NAVD88+GEOID18 ELEVATIONS ACHIEVE A 2cm LOCAL ACCURACY AT THE 95% CONFIDENCE LEVEL.



**BID SET 7/26/24**

**CITY OF CARSON**

ENGINEERING SERVICES DIVISION

**AVALON BOULEVARD STREET IMPROVEMENT PLANS**  
**TOPOGRAPHIC SURVEY**

PROJECT NO. <b>22X076.02</b>	SHEET <b>3 of 15</b>	PLAN NO. <b>XXX</b>
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REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

PLANS PREPARED BY:



1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

BENCHMARK:



PLOT DATE: 7/26/2024 11:19:35 AM

IDS GROUP - FILE LOCATION: \\IDS-FS\1\SHARED\PROJECTS\2022\SHARED\22X076.02\_CARS\_AVALON\_BLDV\05\_CAD\02\_CIVIL\CD\22X076.02\_C-3.0\_TOPO

MATCHLINE C - SEE SHEET C-3.1

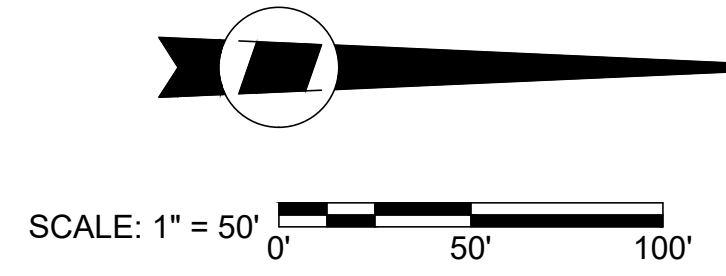
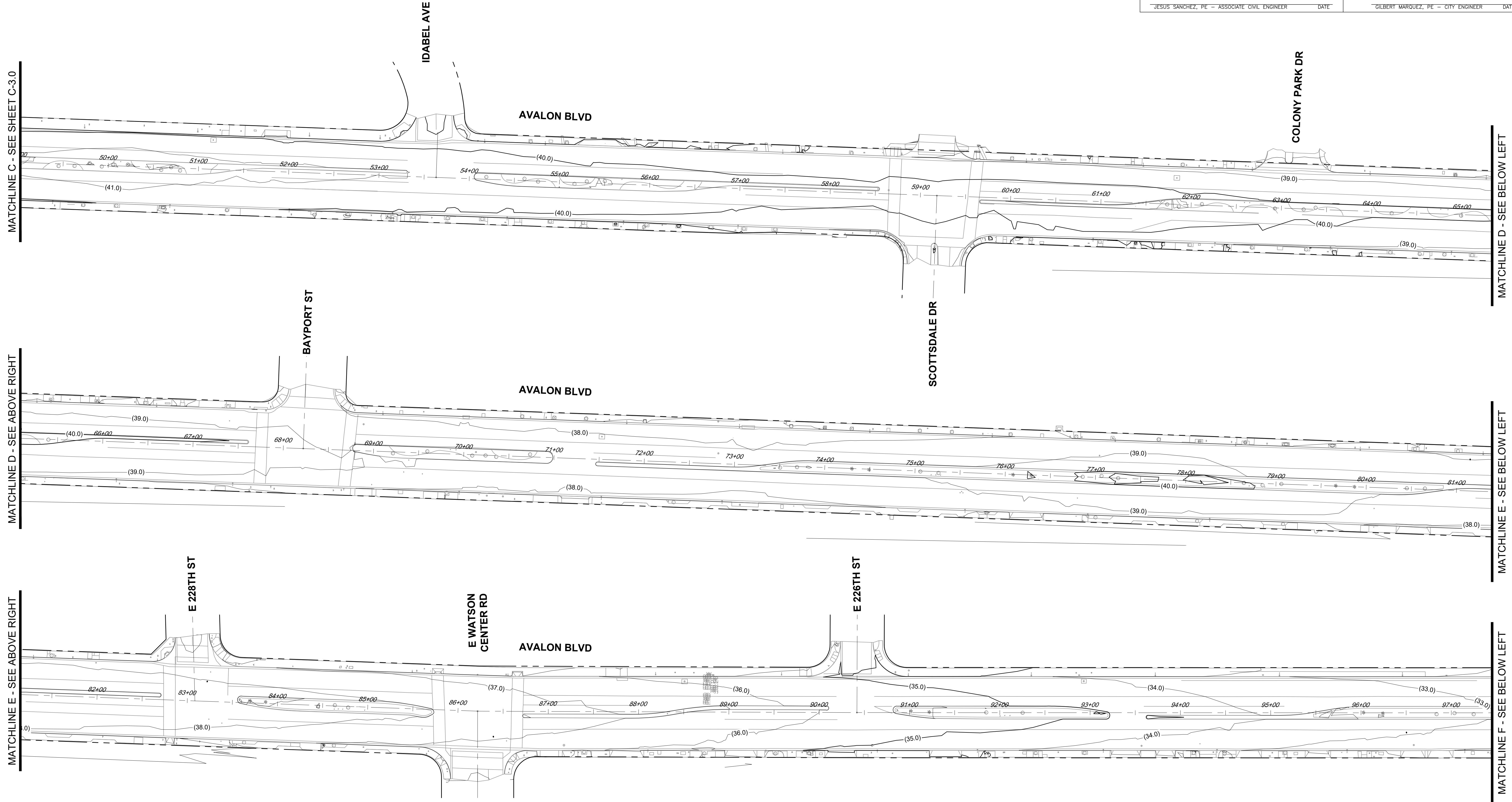
MATCHLINE A - SEE BELOW LEFT

MATCHLINE B - SEE BELOW LEFT

MATCHLINE A - SEE ABOVE RIGHT

MATCHLINE B - SEE ABOVE RIGHT

PLOT DATE: 7/26/2024 11:19:59 AM  
IDS GROUP - FILE LOCATION: \\IDS-FS\1\SHARED\PROJECTS\2022\SHARED\PROJECTS\2022\SHARED\PROJECTS\2022\SHARED\PROJECTS\CARS AVALON BLVD\05 CAD\02 CIVIL\CD\22X076.02 C-3.0.TPO



**BID SET 7/26/24**

**CITY OF CARSON**

ENGINEERING SERVICES DIVISION

**AVALON BOULEVARD STREET IMPROVEMENT PLANS**

TOPOGRAPHIC SURVEY

C-3.1

PROJECT NO. <b>22X076.02</b>	SHEET <b>4 of 15</b>	PLAN NO. <b>XXX</b>
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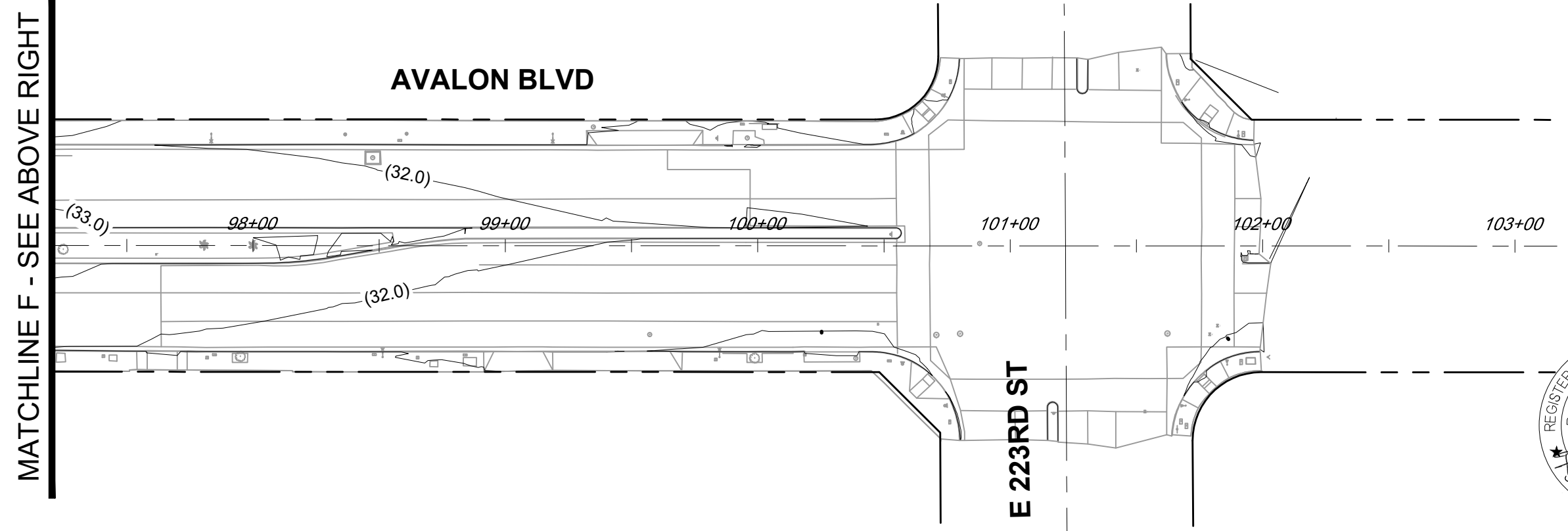
REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

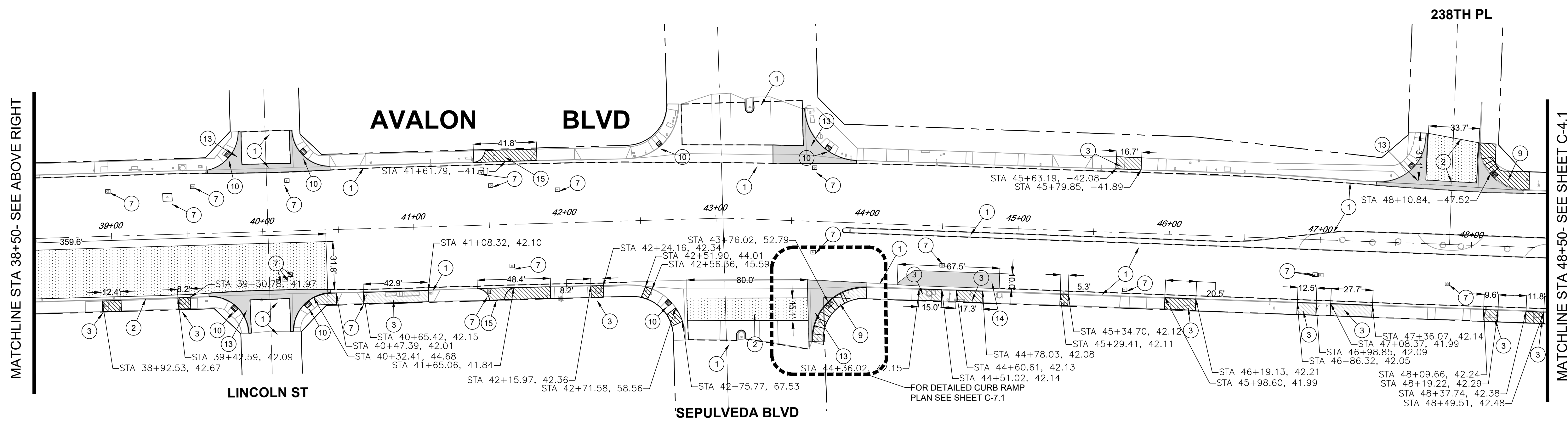
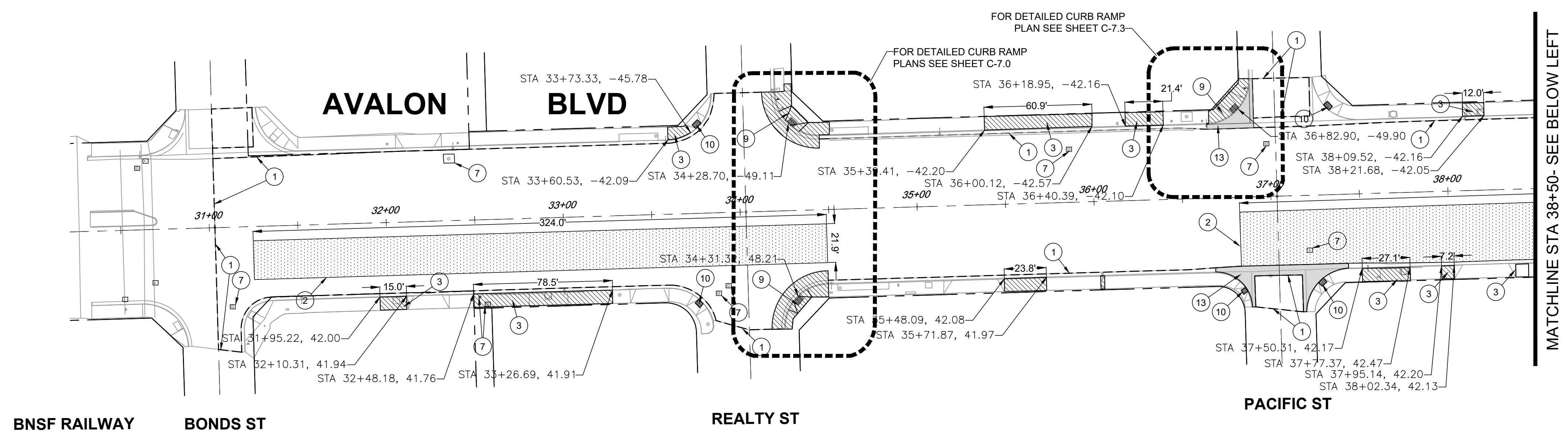
PLANS PREPARED BY:



**IDS GROUP**  
1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

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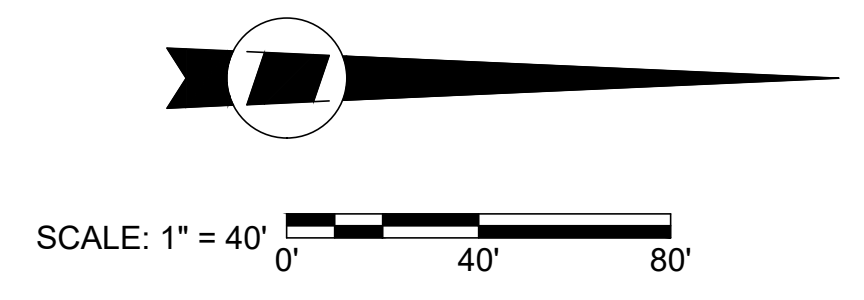
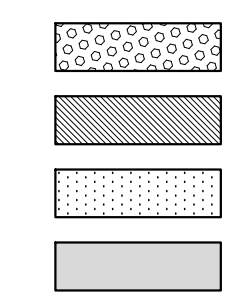




**PROPOSED CONSTRUCTION NOTES**

- 1 2" GRIND AND OVERLAY LIMIT LINE.
- 2 6" AC OVER 4" CAB PATCHING PER DETAIL 10, SHEET C-4.5
- 3 REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK PER CITY OF CARSON STANDARD DETAIL 117.
- 7 CONTRACTOR TO CONTACT UTILITY COMPANY PRIOR TO ADJUSTING TOP OF EXISTING UTILITY BOX TO BE FLUSH WITH FINISHED SURFACE.
- 9 CONSTRUCT ADA CURB RAMP PER CALTRANS STANDARD DETAIL A88A.
- 10 INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE, COLOR YELLOW PER CALTRANS STANDARD DETAIL A88A.
- 13 SAWCUT AND REMOVE EXISTING CURB AND GUTTER, REPLACE WITH NEW CURB AND GUTTER PER CITY OF CARSON STANDARD DETAIL 108.
- 14 REMOVE AND REPLACE EXISTING CONCRETE BUS PAD PER CALTRANS STANDARD DETAIL P3A.
- 15 REMOVE AND REPLACE EXISTING COMMERCIAL DRIVEWAY PER CITY OF CARSON STANDARD DETAIL 111.

- PROPOSED TRUNCATED DOMES
- REMOVE AND REPLACE CONCRETE SIDEWALK
- FULL DEPTH AC PAVEMENT REPLACEMENT
- REMOVE AND REPLACE TRAFFIC RATED CONCRETE



**BID SET 7/26/24**

**CITY OF CARSON**

ENGINEERING SERVICES DIVISION

**AVALON BOULEVARD  
STREET IMPROVEMENT PLANS  
PAVING PLAN**

STA 28+50 - STA 48+50

C-4.0

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

PROJECT NO. <b>22X076.02</b>	SHEET <b>5 of 15</b>	PLAN NO. <b>XXX</b>
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PLANS PREPARED BY:

**IDS GROUP**  
1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

BENCHMARK:



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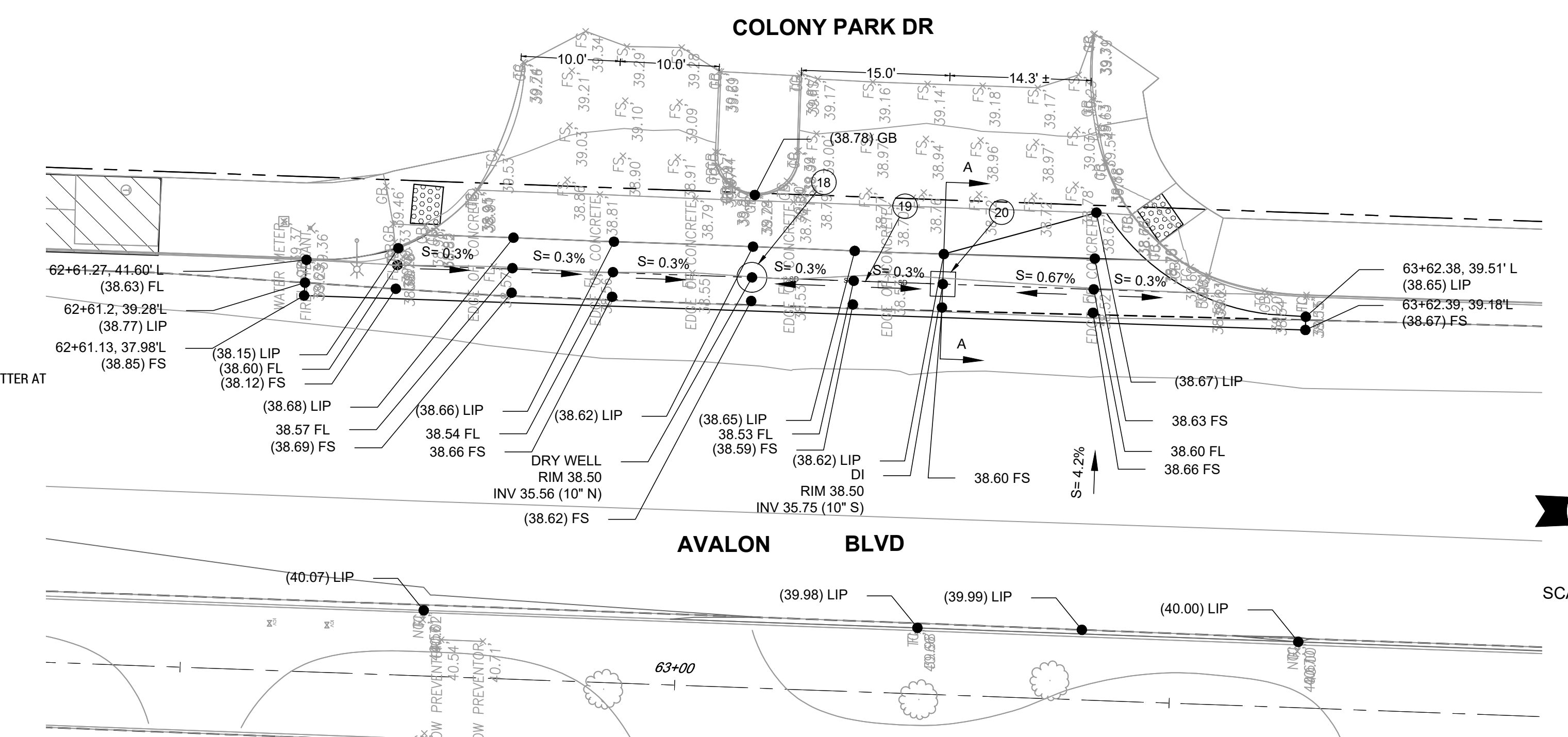
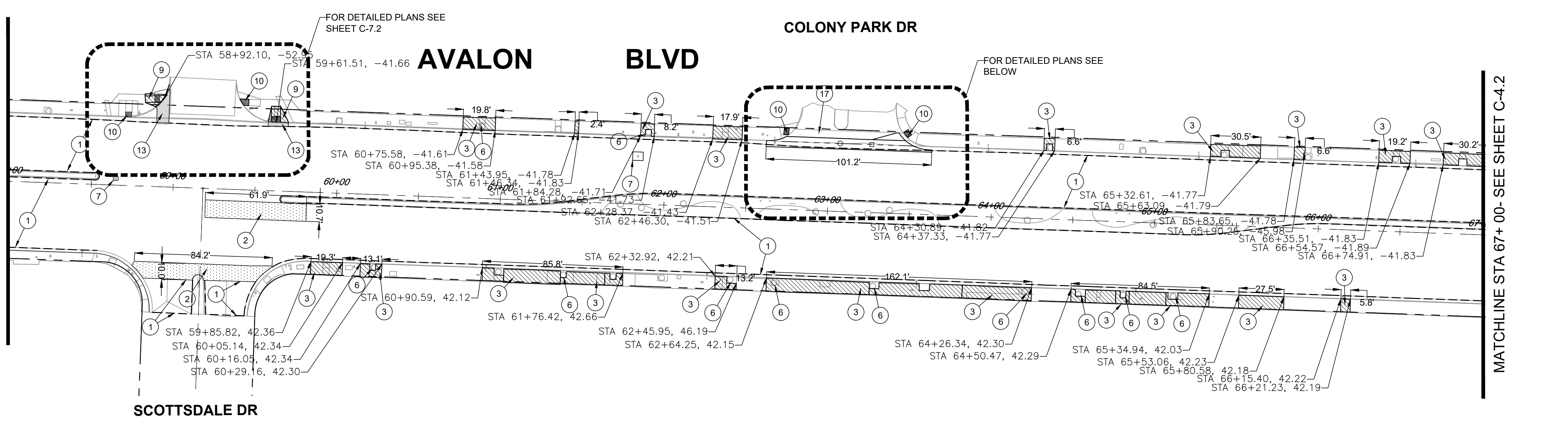
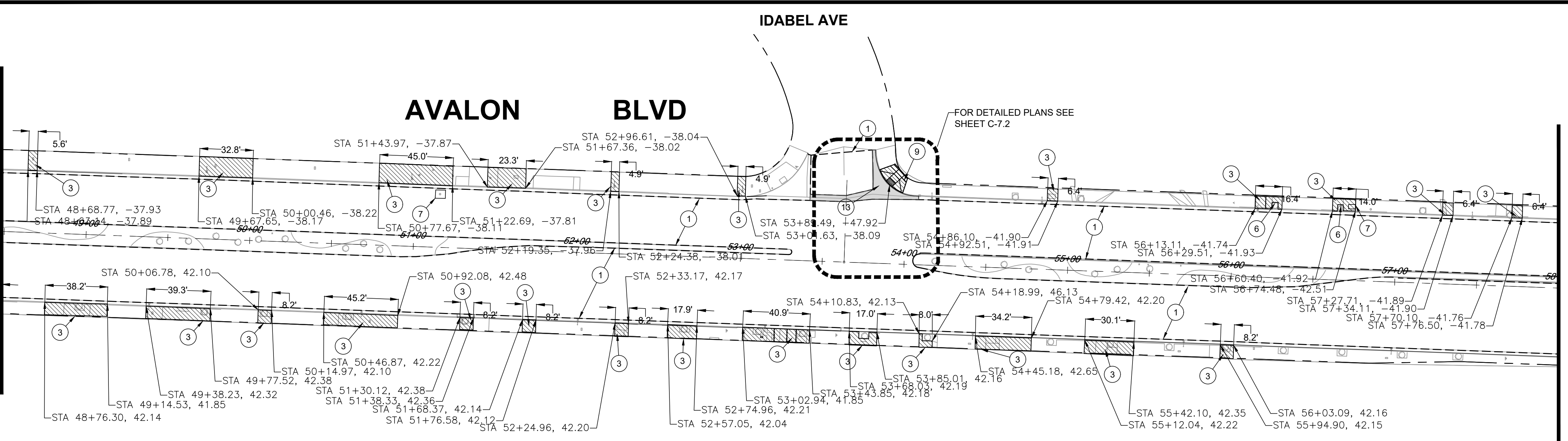
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MATCHLINE STA 48+50- SEE SHEET C-4.0

MATCHLINE STA 58+00- SEE ABOVE RIGHT

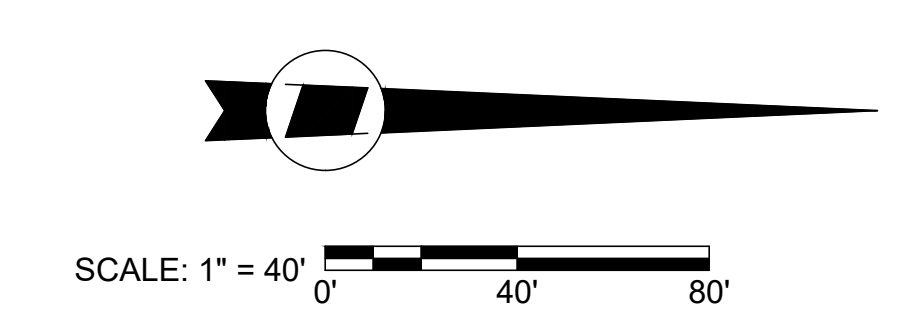
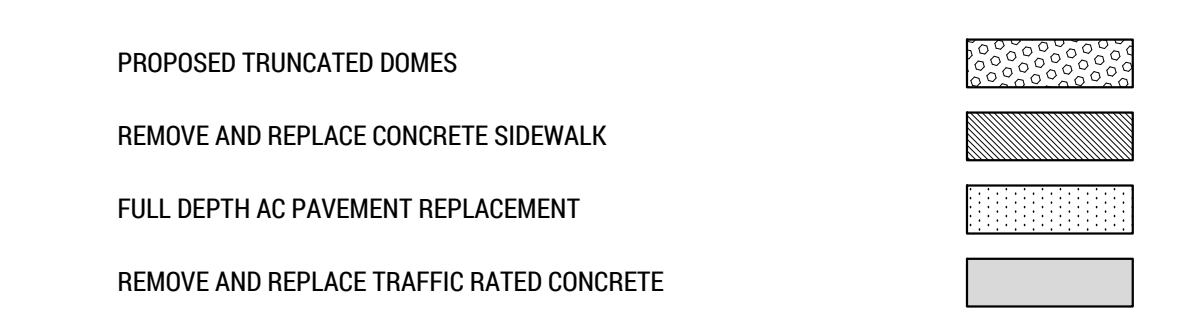
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MATCHLINE STA 67+00- SEE SHEET C-4.2



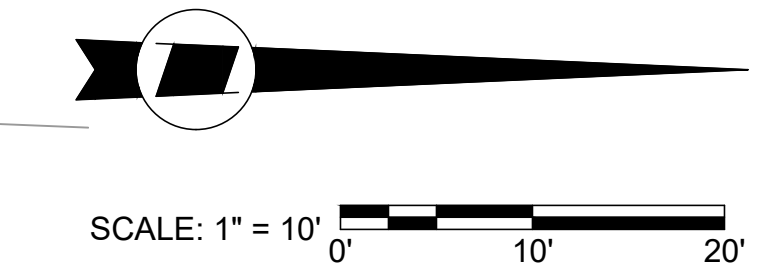
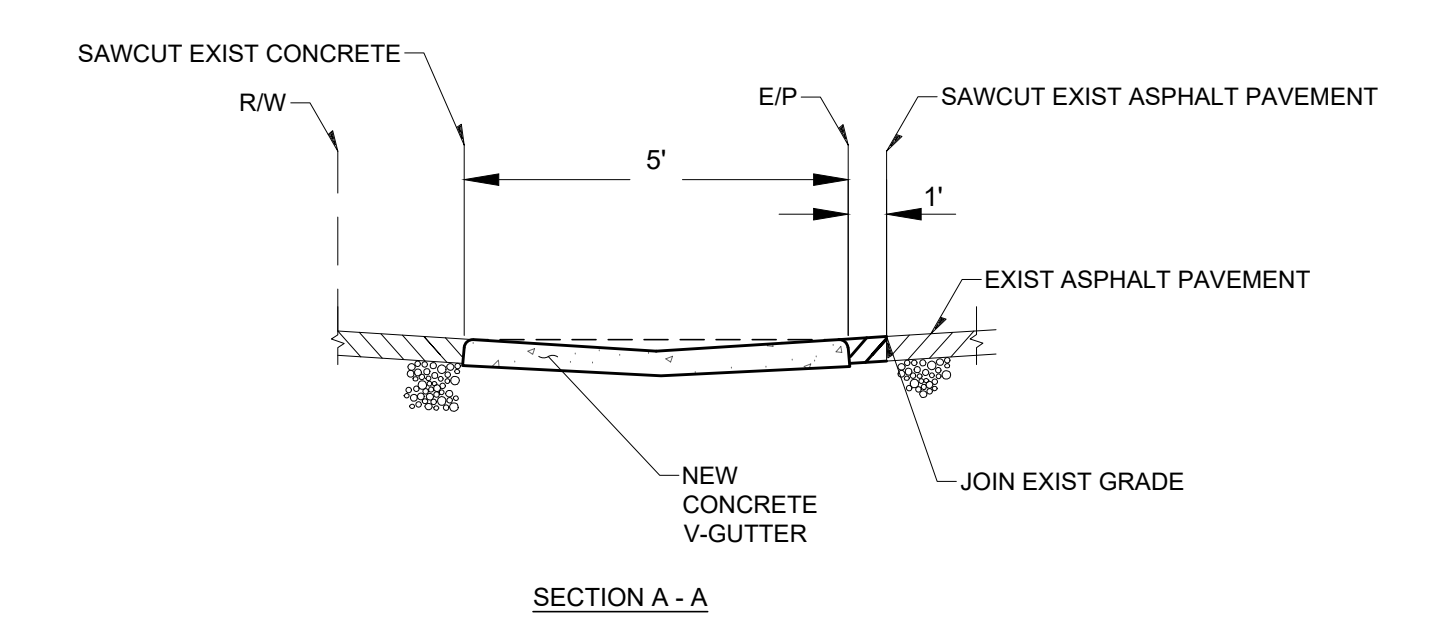
**PROPOSED CONSTRUCTION NOTES**

- 1 2" GRIND AND OVERLAY LIMIT LINE.
- 2 6" AC OVER 4" CAB PATCHING PER DETAIL 10, SHEET C-4.5
- 3 REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK PER CITY OF CARSON STANDARD DETAIL 117.
- 6 REMOVE EXISTING TREE PENDING ARBORIST REPORT.
- 7 CONTRACTOR TO CONTACT UTILITY COMPANY PRIOR TO ADJUSTING TOP OF EXISTING UTILITY BOX TO BE FLUSH WITH FINISHED SURFACE.
- 9 CONSTRUCT ADA CURB RAMP PER CALTRANS STANDARD DETAIL A88A.
- 10 INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE, COLOR YELLOW PER CALTRANS STANDARD DETAIL A88A.
- 13 SAWCUT AND REMOVE EXISTING CURB AND GUTTER, REPLACE WITH NEW CURB AND GUTTER PER CITY OF CARSON STANDARD DETAIL 108.
- 17 REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER PER DETAILED PLAN, THIS SHEET



**PROPOSED CONSTRUCTION NOTES**

- 18 4" DRY WELL WITH 30" DIA GATE, 22" DEEP, PER DRAINAGE SYSTEM DETAILS, SHEET C-5.0.
  - 19 19 LF OF 10" ADS (OR EQUAL), SLOPE AT 1%.
  - 20 3" DIA INLET WITH GRATED COVER PER DETAIL 9, SHEET C-4.5.
- NOTE: CONTRACTOR TO GRADE NEW CONCRETE SMOOTH TRANSITION AT CENTER OF V-GUTTER AT NEW 3" DRYWELL AND 3" DIA INLET STRUCTURES.



**BID SET 7/26/24**

**CITY OF CARSON**

ENGINEERING SERVICES DIVISION

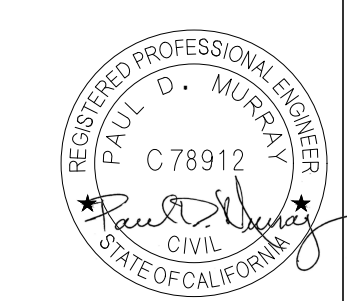
**AVALON BOULEVARD  
STREET IMPROVEMENT PLANS  
PAVING PLAN  
STA 48+50 - STA 67+00**

**C-4.1**

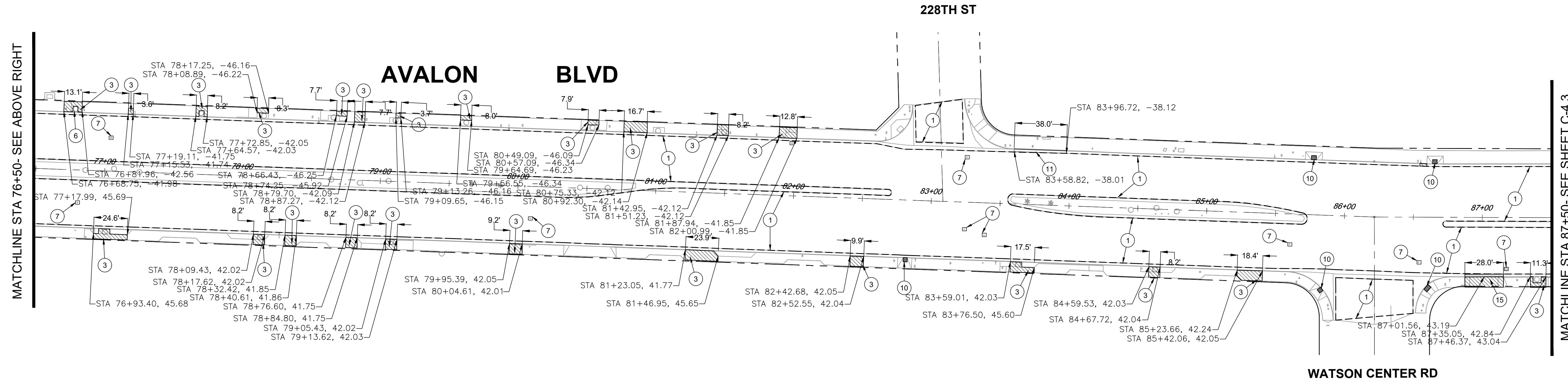
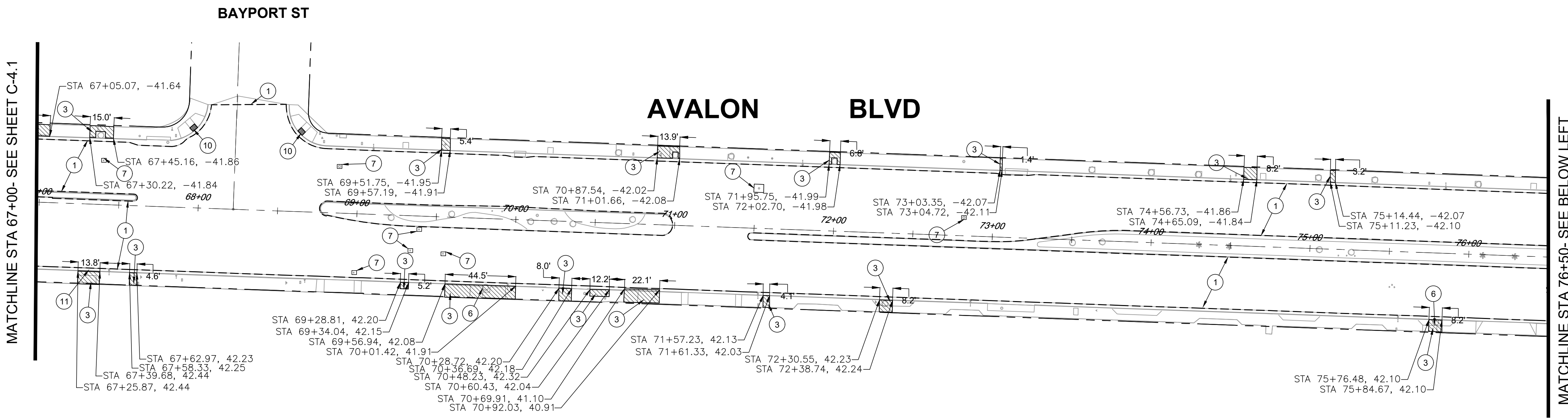
REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

PROJECT NO. <b>22X076.02</b>	SHEET <b>6 of 15</b>	PLAN NO. <b>XXX</b>
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PLANS PREPARED BY:  
**IDS**  
IDS GROUP  
1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

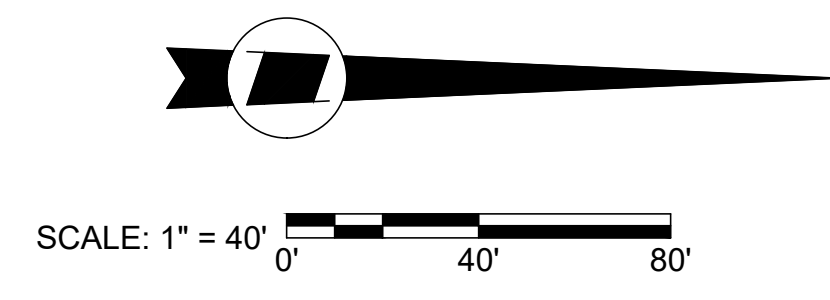
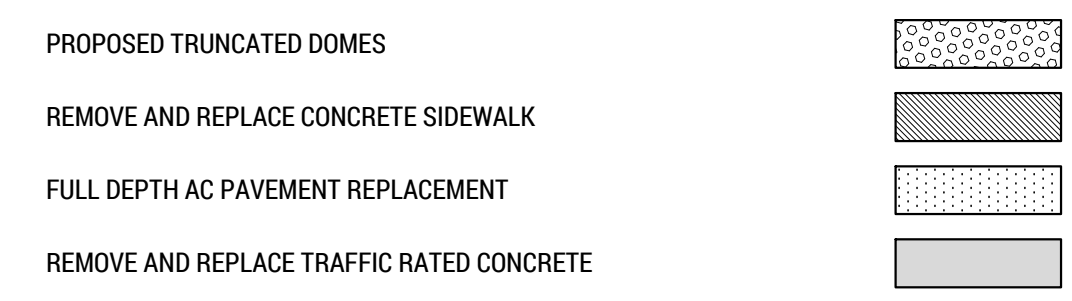


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**PROPOSED CONSTRUCTION NOTES**

- 1 2" GRIND AND OVERLAY LIMIT LINE.
- 3 REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK PER CITY OF CARSON STANDARD DETAIL 117.
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- 10 INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE, COLOR YELLOW PER CALTRANS STANDARD DETAIL A88A.
- 11 SAWCUT AND REMOVE EXISTING CURB AND GUTTER, REPLACE WITH NEW CURB AND GUTTER PER CITY OF CARSON STANDARD DETAIL 108.
- 15 REMOVE AND REPLACE EXISTING COMMERCIAL DRIVEWAY PER CITY OF CARSON STANDARD DETAIL 111.



**BID SET 7/26/24**

**CITY OF CARSON**

ENGINEERING SERVICES DIVISION

**AVALON BOULEVARD  
STREET IMPROVEMENT PLANS  
PAVING PLAN**

STA 67+00 - STA 87+50

C-4.2

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

PROJECT NO. <b>22X076.02</b>	SHEET <b>7 of 15</b>	PLAN NO. <b>XXX</b>
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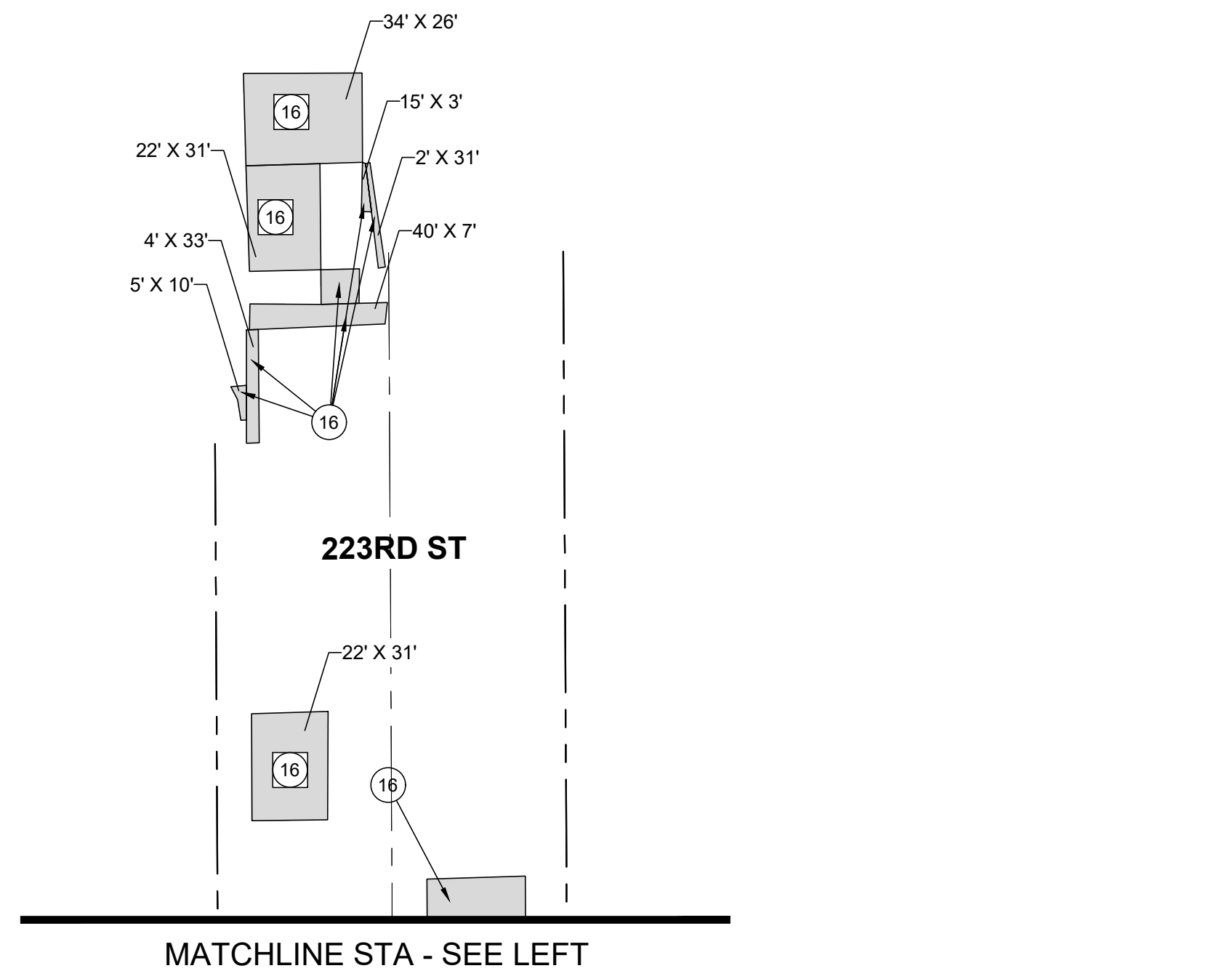
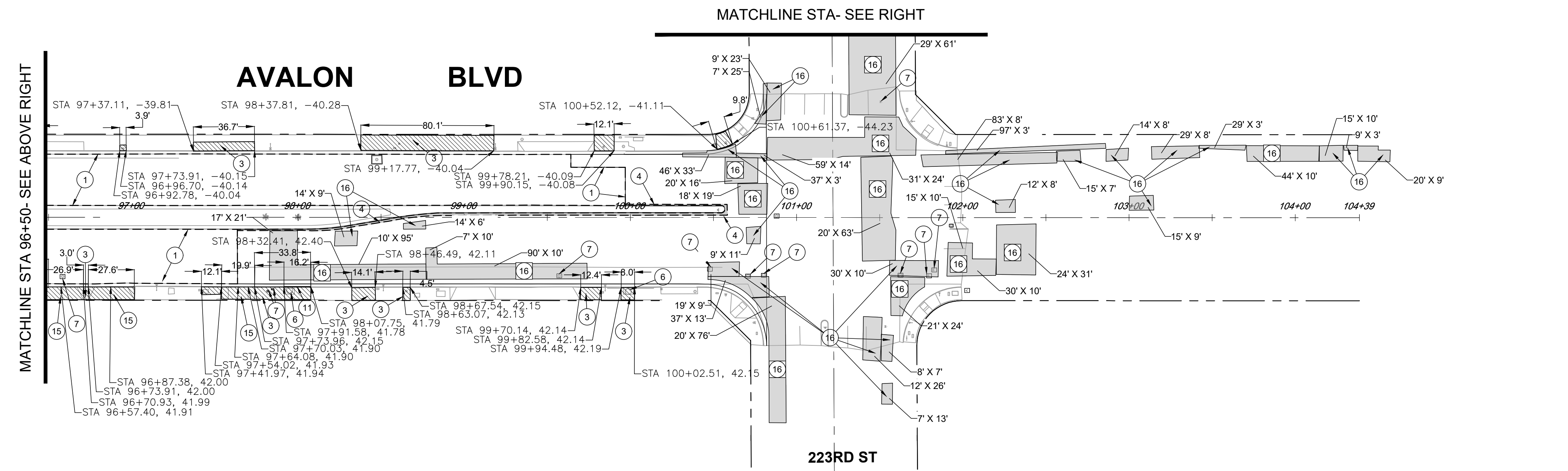
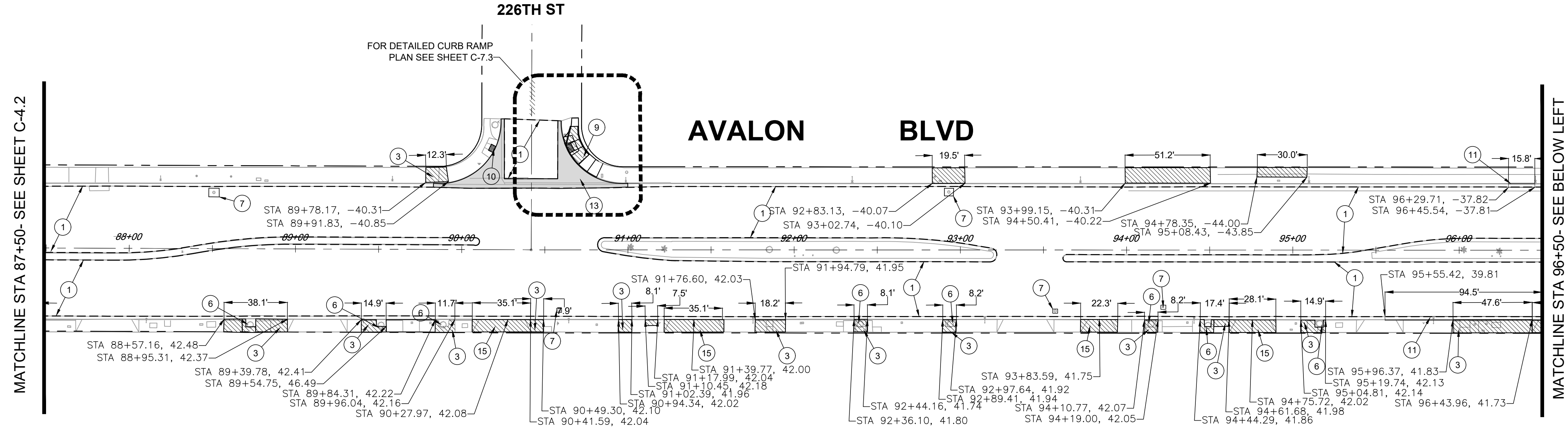
PLANS PREPARED BY:  
**IDS**  
IDS GROUP  
1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

BENCHMARK:



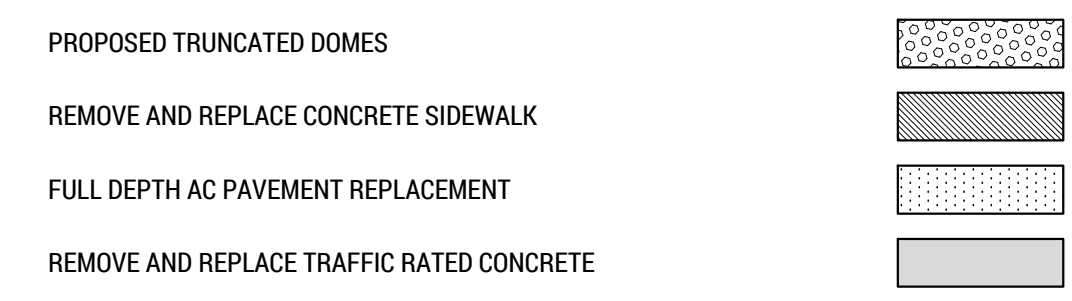
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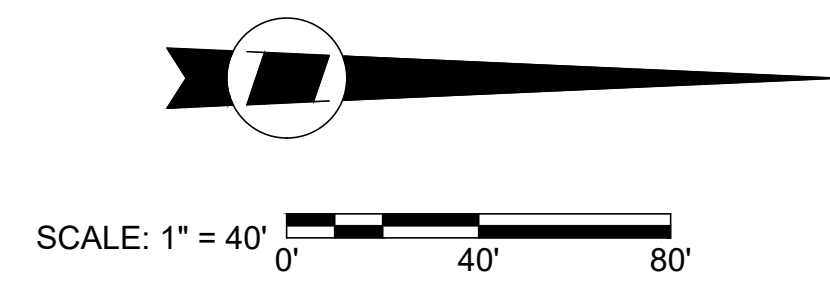


**PROPOSED CONSTRUCTION NOTES**

- 1 2" GRIND AND OVERLAY LIMIT LINE.
- 3 REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK PER CITY OF CARSON STANDARD DETAIL 117.
- 4 REMOVE EXISTING ASPHALT AND REPLACE WITH CONCRETE GUTTER PER CITY OF CARSON STANDARD DETAIL 108A.
- 6 REMOVE EXISTING TREE PENDING ARBORIST REPORT.
- 7 CONTRACTOR TO CONTACT UTILITY COMPANY PRIOR TO ADJUSTING TOP OF EXISTING UTILITY BOX TO BE FLUSH WITH FINISHED SURFACE.
- 10 INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE, COLOR YELLOW PER CALTRANS STANDARD DETAIL A88A.
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- 15 REMOVE AND REPLACE EXISTING COMMERCIAL DRIVEWAY PER CITY OF CARSON STANDARD DETAIL 111.
- 16 REMOVE AND REPLACE PCC PAVEMENT PER CALTRANS STANDARD DETAIL P3A.



NOTE:  
CONTRACTOR TO VERIFY UTILITIES IN AREAS WITH NO SURVEY NORTH, EAST AND WEST OF AVALON BLVD AND 223RD ST INTERSECTION.



**BID SET 7/26/24**

**CITY OF CARSON**

ENGINEERING SERVICES DIVISION

**AVALON BOULEVARD  
STREET IMPROVEMENT PLANS  
PAVING PLAN**

STA 87+50 - STA 102+00

C-4.3

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

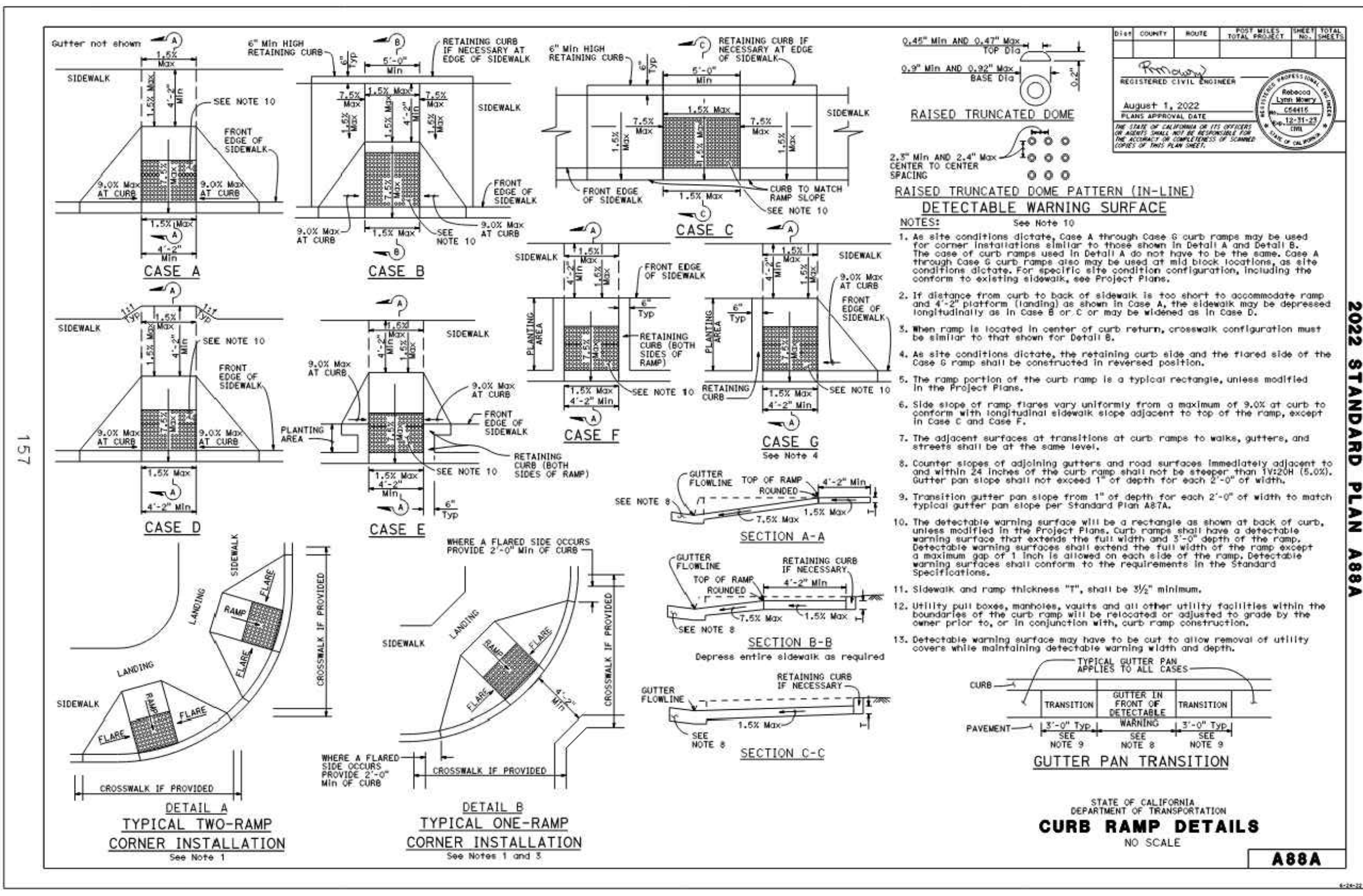
PLANS PREPARED BY:  
**IDS**  
IDS GROUP  
1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

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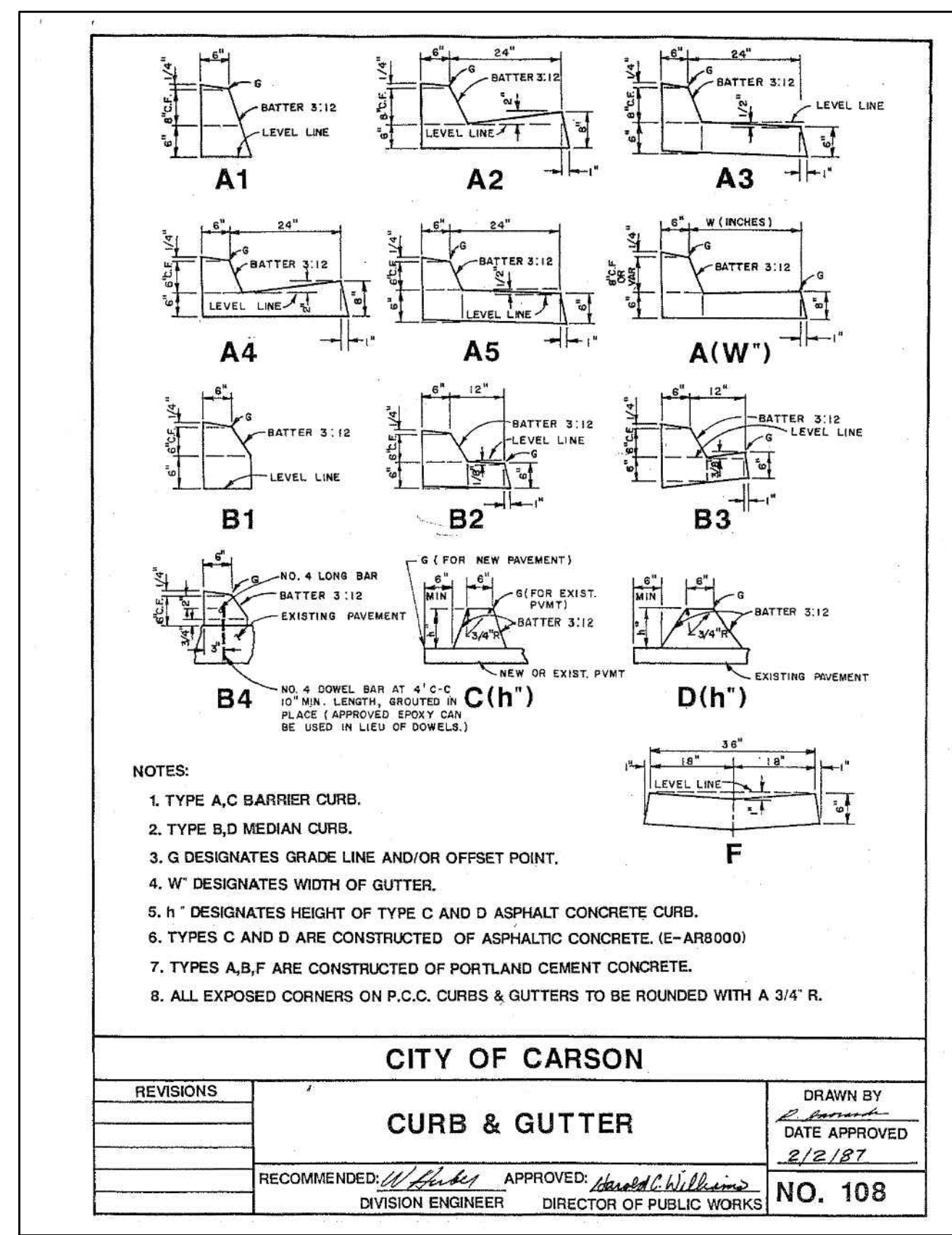




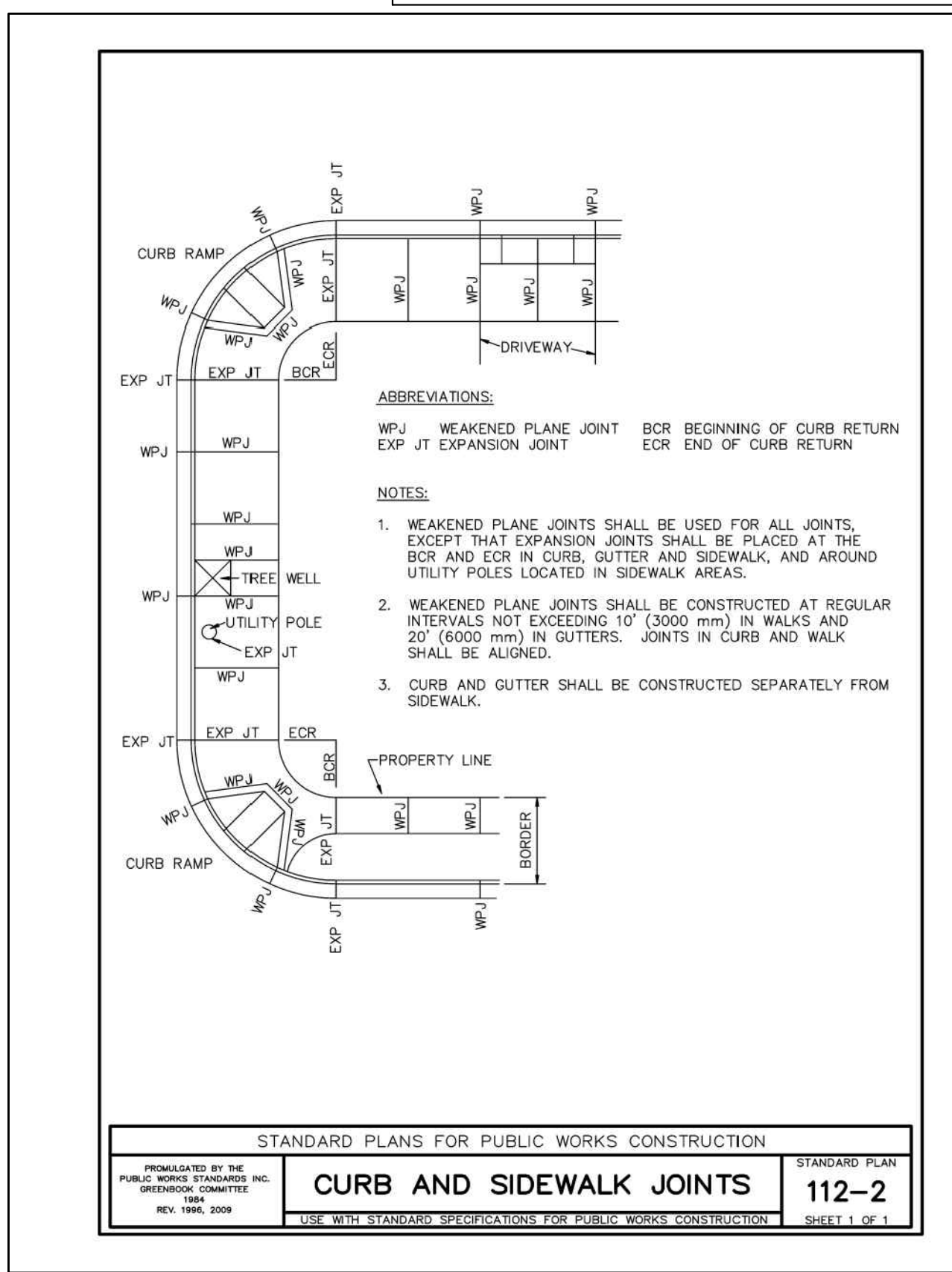
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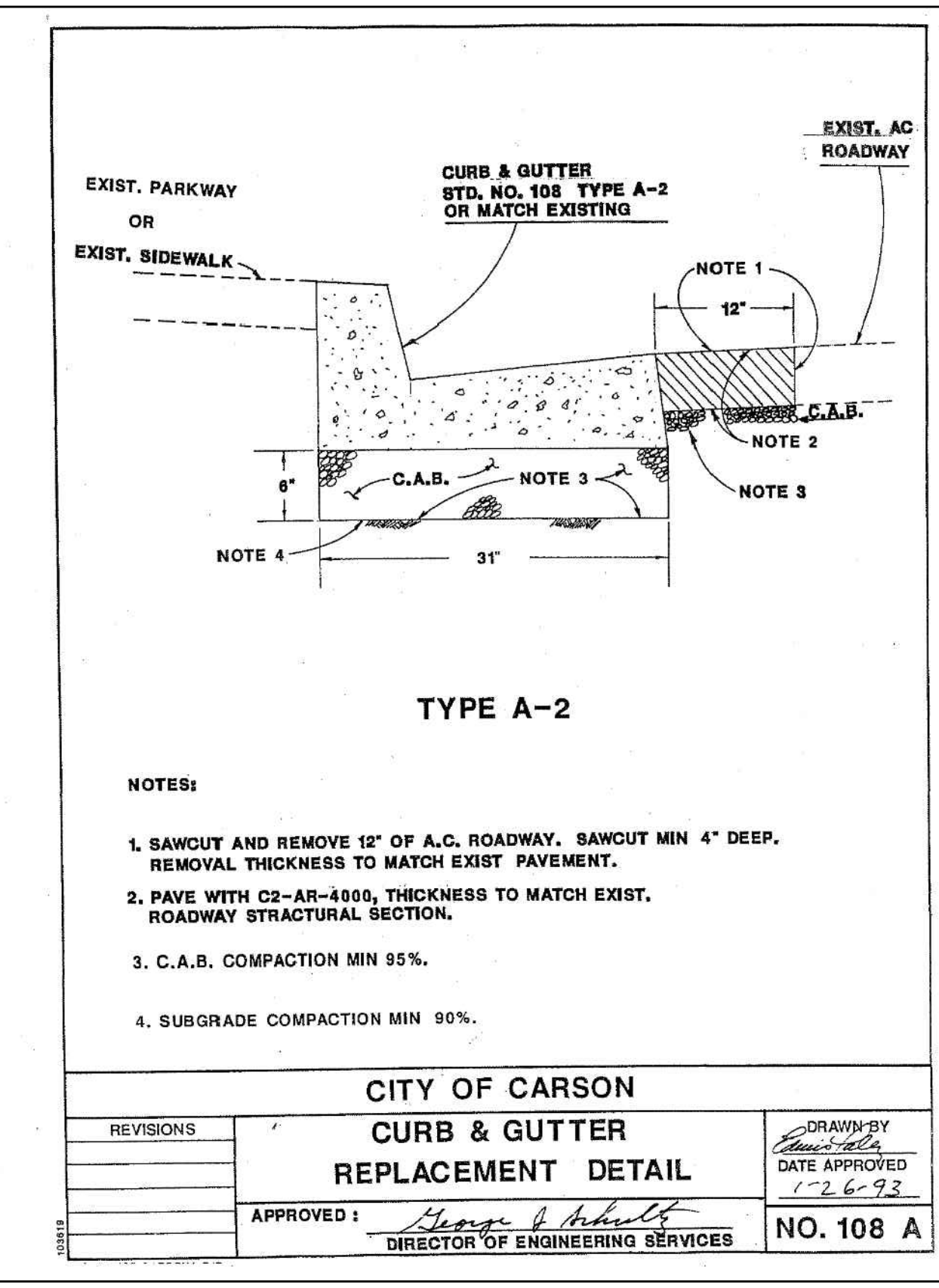
CURB RAMP NOT TO SCALE 1



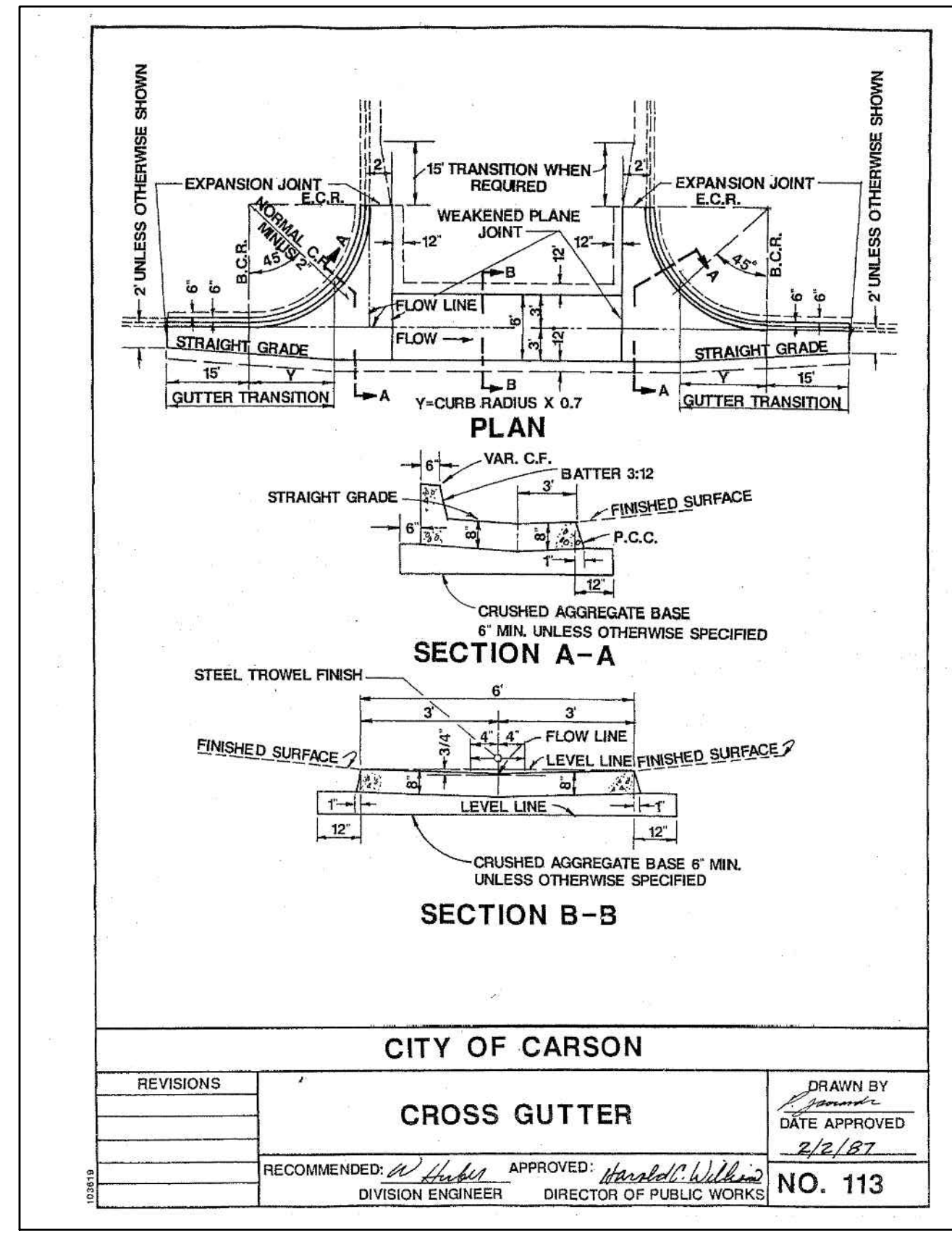
CURB AND GUTTER NOT TO SCALE 2



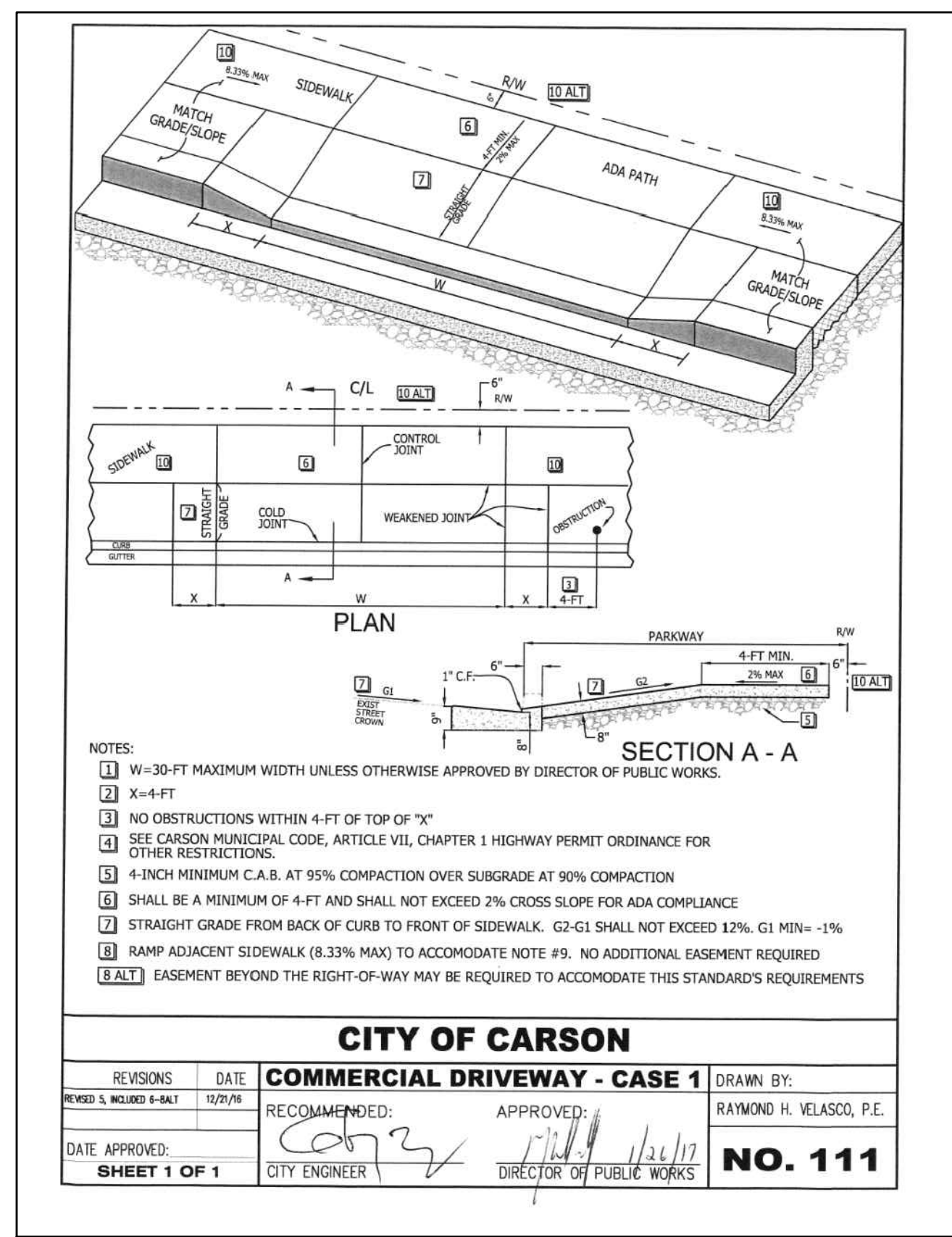
CURB AND SIDEWALK JOINTS NOT TO SCALE 3



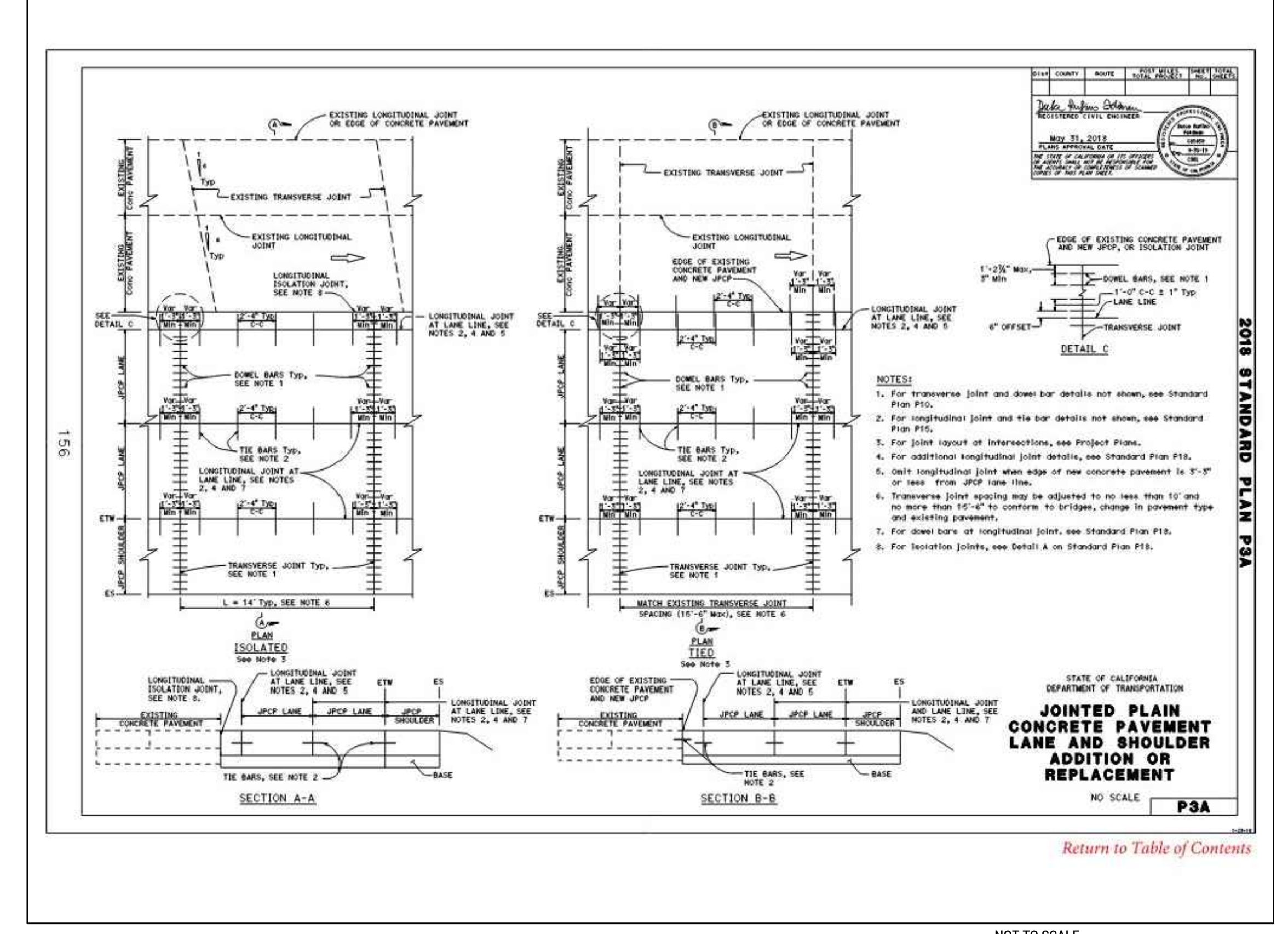
CURB AND GUTTER REPLACEMENT DETAIL NOT TO SCALE 4



CROSS GUTTER NOT TO SCALE 5



COMMERCIAL DRIVEWAY NOT TO SCALE 7



JOINTED PLAIN CONCRETE PAVEMENT LANE AND SHOULDER ADDITION OR REPLACEMENT NOT TO SCALE 8



Know what's below. Call 811 before you dig.

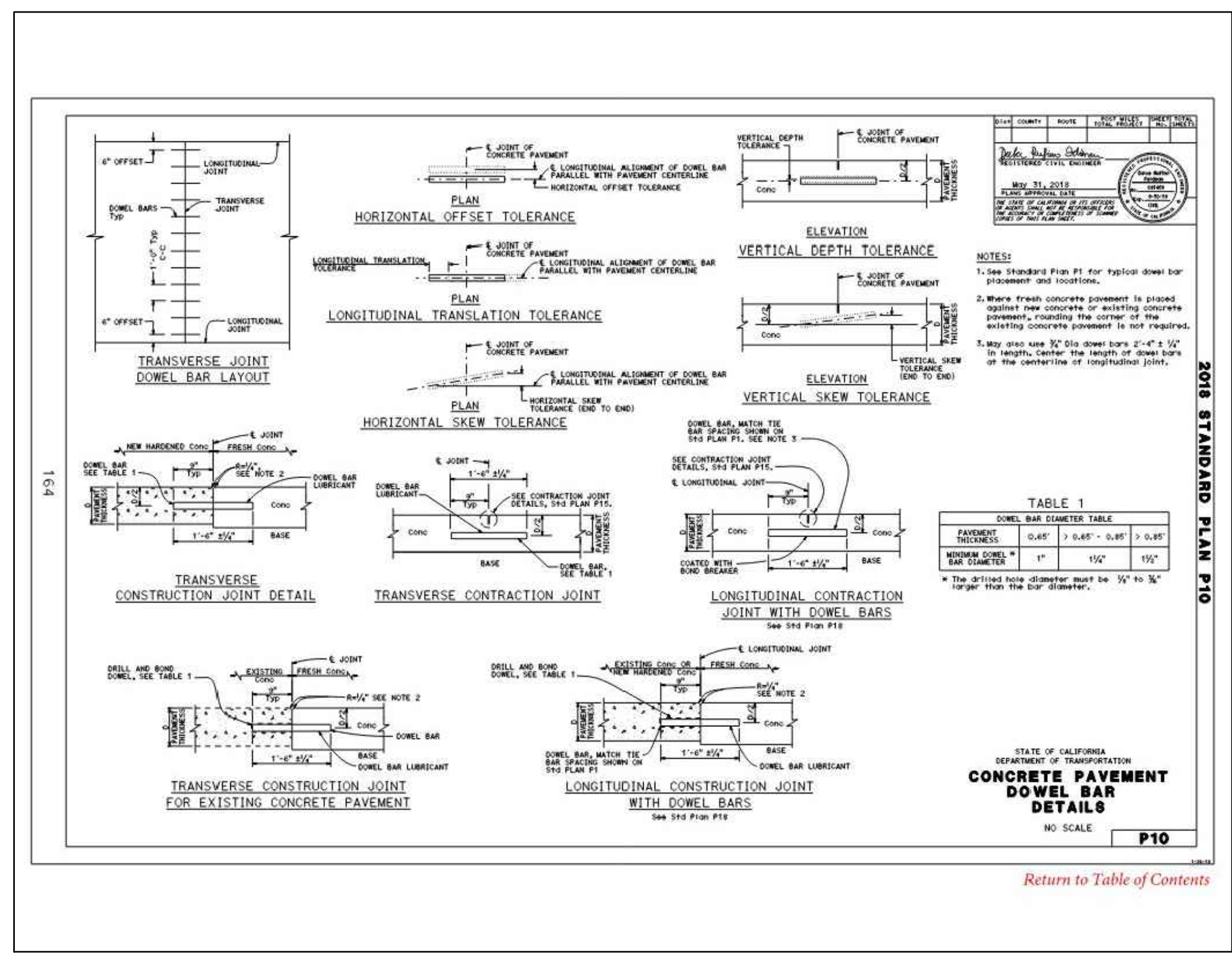
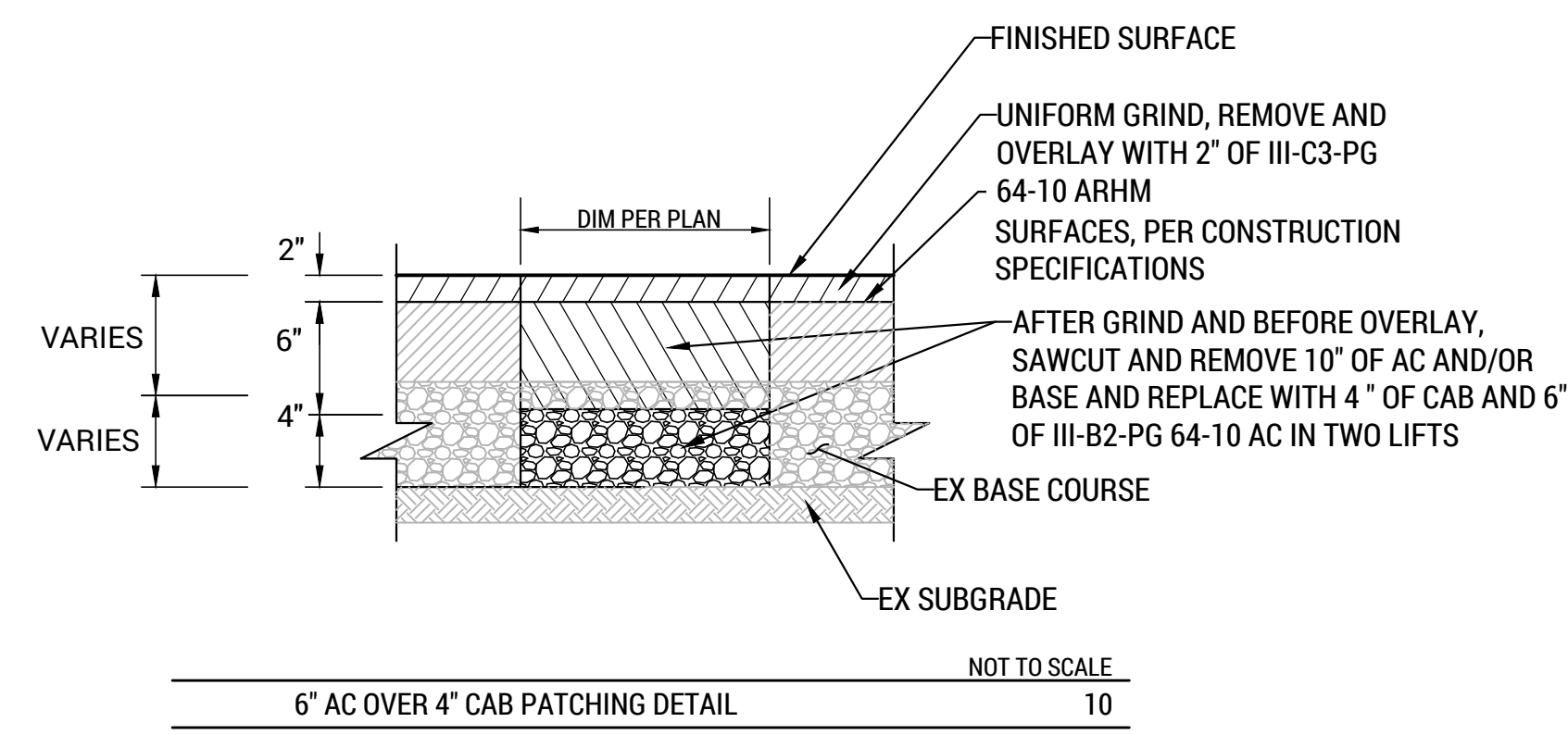
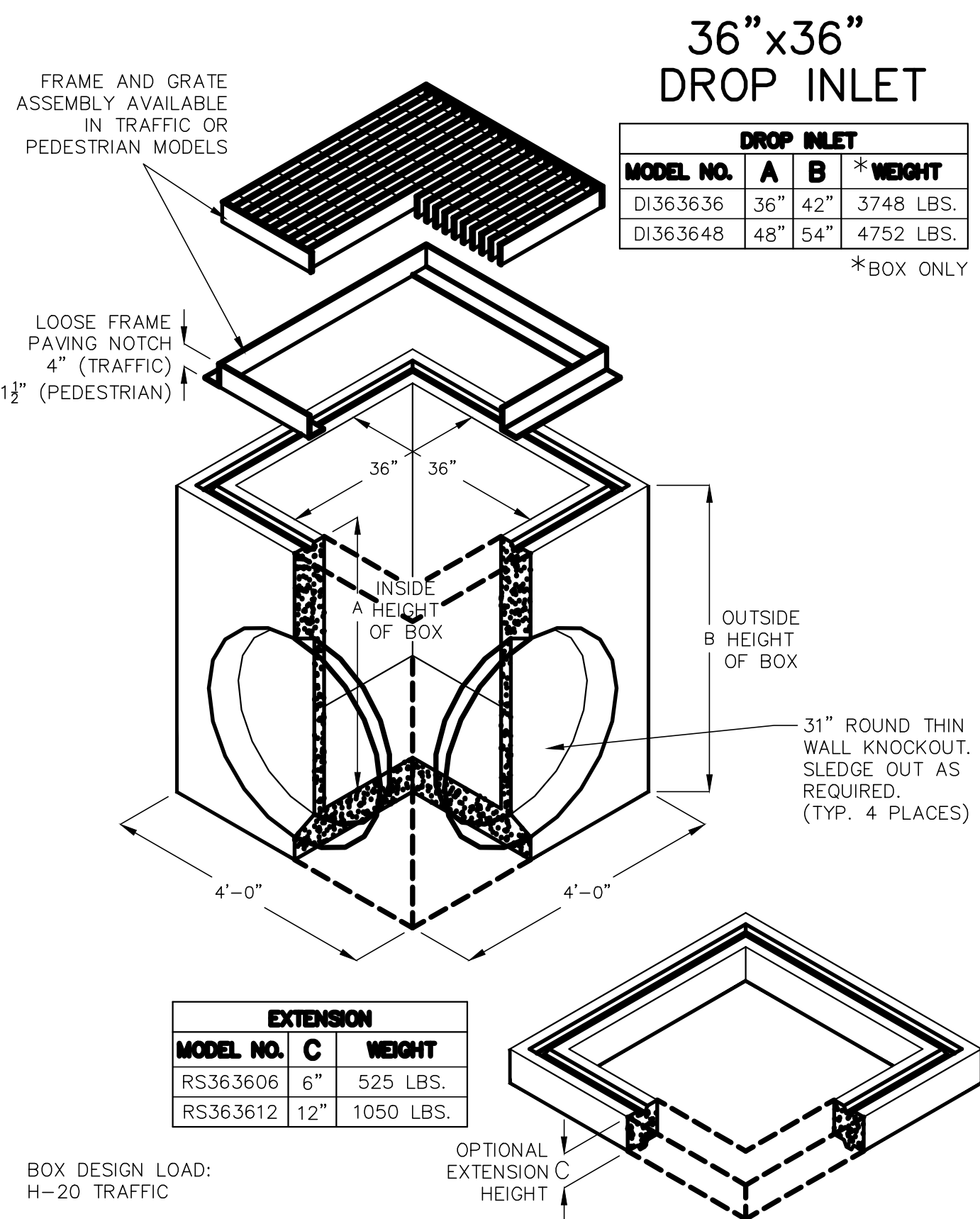


PLANS PREPARED BY: **IDS** IDS GROUP  
1 PETERS CANYON ROAD, SUITE 130 IRVINE, CA 92606  
TEL: 949-387-8500. FAX: 949-387-0800

BENCHMARK:

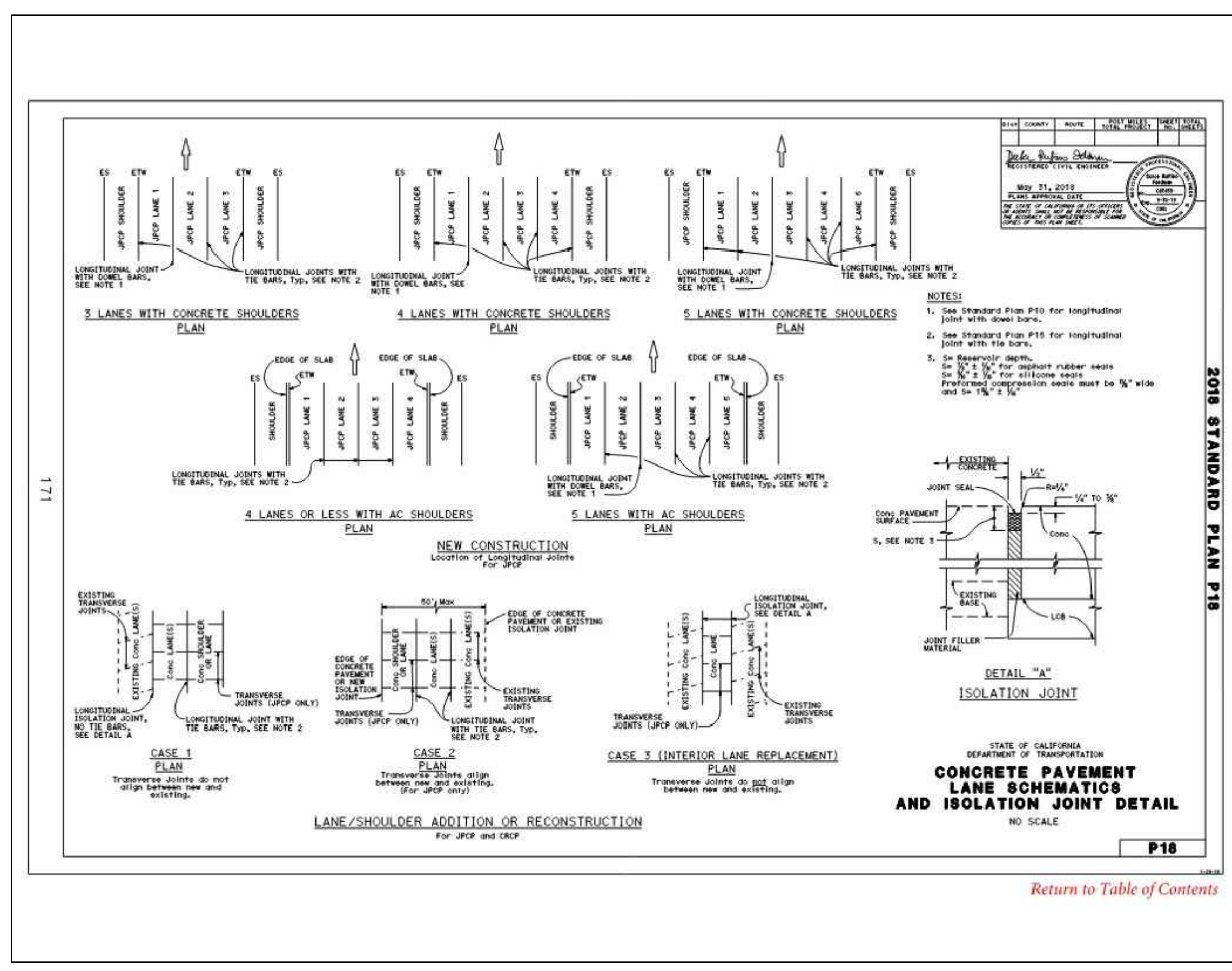
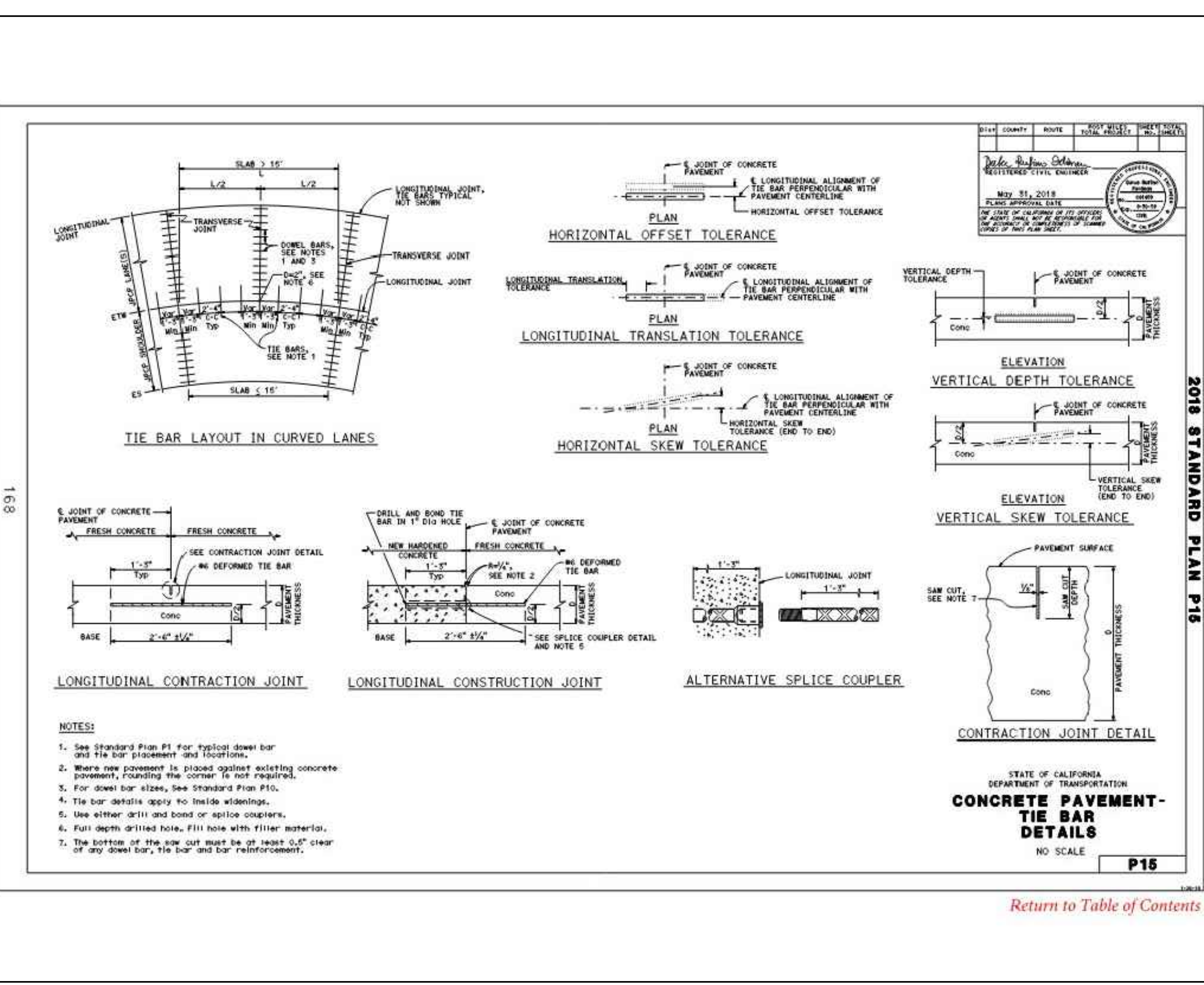
NO	DESCRIPTION	APPROVE	DATE

**CITY OF CARSON**  
ENGINEERING SERVICES DIVISION  
**AVALON BOULEVARD STREET IMPROVEMENT PLANS**  
PAVING DETAILS C-4.4  
PROJECT NO. 22X076.02 SHEET 9 of 15 PLAN NO. XXX



36" x 36" DROP INLET NOT TO SCALE 9

CALTRANS STANDARD DETAIL P10 NOT TO SCALE 11



CALTRANS STANDARD DETAIL P18 NOT TO SCALE 13



CALTRANS STANDARD DETAIL P15 NOT TO SCALE 12



PLANS PREPARED BY:  
**IDS**  
IDS GROUP  
1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

BENCHMARK:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

**BID SET 7/26/24**

**CITY OF CARSON**  
ENGINEERING SERVICES DIVISION

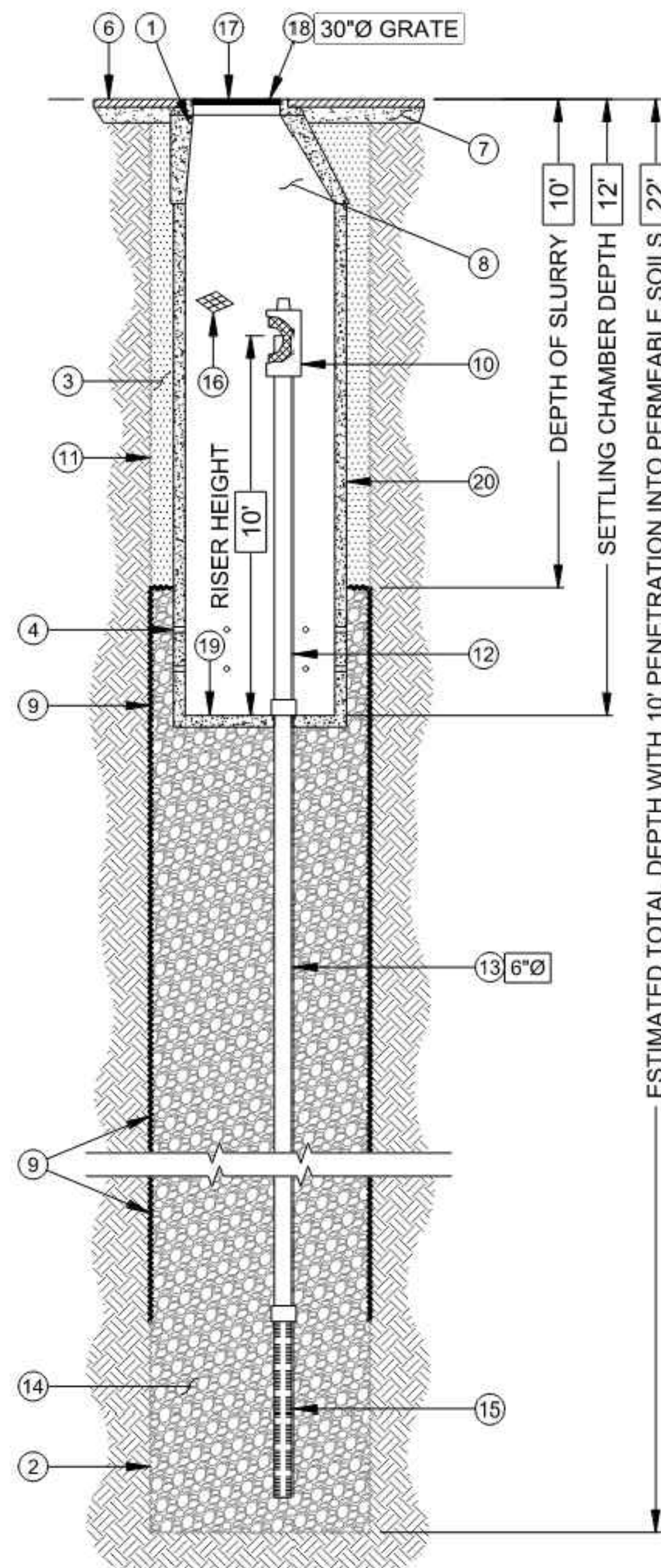
**AVALON BOULEVARD STREET IMPROVEMENT PLANS**

**PAVING DETAILS** C-4.5

PROJECT NO. **22X076.02** SHEET **of 15** PLAN NO. **XXX**

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**The MaxWell® IV**  
DRAINAGE SYSTEM DETAILS AND SPECIFICATIONS  
**Avalon @ Colony Park**  
Carson, CA



- ITEM NUMBERS
- MANHOLE CONE - MODIFIED FLAT BOTTOM.
  - MIN 6" Ø DRILLED SHAFT.
  - STABILIZED BACKFILL - TWO-SACK SLURRY MIX.
  - 6 PERFORATIONS MINIMUM PER ROW, 2 ROWS MINIMUM.
  - NOT USED.
  - GRADED BASIN OR PAVING (BY OTHERS).
  - COMPACTED BASE MATERIAL, IF REQUIRED (BY OTHERS).
  - FREEBOARD DEPTH VARIES WITH INLET PIPE ELEVATION. INCREASE SETTLING CHAMBER DEPTH AS NEEDED TO MAINTAIN ALL INLET PIPE ELEVATIONS ABOVE RISER PIPE.
  - NON-WOVEN GEOTEXTILE SLEEVE - MIRAFI 140 NL. MIN. 6 FT Ø. HELD APPROX. 10 FEET OFF THE BOTTOM OF EXCAVATION.
  - PUREFLO® DEBRIS SHIELD - ROLLED 16 GA. STEEL X 24" LENGTH WITH VENTED ANTI-SIPHON AND INTERNAL 0.265" MAX. SWO FLATTENED EXPANDED STEEL SCREEN X 12" LENGTH. FUSION BONDED EPOXY COATED.
  - MIN. 6" Ø DRILLED SHAFT.
  - RISER PIPE - SCH. 40 PVC MATED TO DRAINAGE PIPE AT BASE SEAL.
  - DRAINAGE PIPE - ADS HIGHWAY GRADE OR SCH. 40 PVC WITH TRI-A COUPLER. SUSPEND PIPE DURING BACKFILL OPERATIONS. DIAMETER AS NOTED.
  - ROCK - WASHED, SIZED BETWEEN 3/8" AND 1-1/2".
  - FLOFAST® DRAINAGE SCREEN - SCH. 40 PVC 0.120" SLOTTED WELL SCREEN WITH MIN. 32 SLOTS PER ROW/FT. OVERALL LENGTH VARIES, UP TO 120" WITH TRI-B COUPLER.
  - ABSORBENT - HYDROPHOBIC PETROCHEMICAL SPONGE. MIN. 128 OZ. CAPACITY. TYPICAL, 2 PER CHAMBER.
  - FABRIC SEAL - U.V. RESISTANT GEOTEXTILE - TO BE REMOVED BY CUSTOMER AT PROJECT COMPLETION. GRATED ONLY.
  - BOLTED RING & GRATE/COVER - DIAMETER & TYPE AS SHOWN. CLEAN CAST IRON WITH WORDING "STORM WATER ONLY" IN RAISED LETTERS. BOLTED IN 2 LOCATIONS AND SECURE TO CONE WITH MORTAR. RIM ELEVATION ±0.02' OF PLANS.
  - BASE SEAL - GEOTEXTILE.
  - PRE-CAST LINER - 4000 PSI CONCRETE 48" ID. x 54" OD. CENTER IN HOLE AND ALIGN SECTIONS TO MAXIMIZE BEARING SURFACE.

**\*USE HD LINER\***



DETAIL: IV-6-SS-CA	REVISED BY: AB	
DRAWN ON: 11-07-23	REVISED DATE: 06-17-24	SCALE: N.T.S

Maxwell® IV Drainage System Calculations Prepared on June 17, 2024  
Project: Carson Nuisance Flow - Carson, CA  
Contact: Paul Murray at IDS Group, Inc - Irvine, CA

Given: (depths from existing ground)

Design Infiltration Rate	0.80 in/hr
Required Drawdown Time	96 hours
Min. Req. Depth to Start Infiltration	10 ft
Groundwater Depth	40+ ft

Proposed: (depths from drywell lid)

Drywell Rock Shaft Diameter	6 ft
Drywell Chamber Depth	12 ft
Rock Porosity	40 %
Depth to Slurry	10 ft
Drywell Bottom Depth	22 ft

Convert Design Rate from in/hr to ft/sec.  
 $0.80 \frac{\text{in}}{\text{hr}} \times \frac{1 \text{ ft}}{12 \text{ in}} \times \frac{1 \text{ hr}}{3600 \text{ sec}} = 0.000019 \frac{\text{ft}}{\text{sec}}$

A 6 foot diameter drywell provides 18.85 SF of infiltration area per foot of depth, plus 28.27 SF at the bottom.

For a 22 foot deep drywell, infiltration occurs between 10 feet and 22 feet below grade. This provides 12 feet of infiltration depth in addition to the bottom area. Infiltration area per drywell is calculated below.

$$(12 \text{ ft} \times 18.85 \frac{\text{ft}^2}{\text{ft}}) + 28.27 \text{ ft}^2 = 254 \text{ ft}^2$$

Combine design rate with infiltration area to get infiltration flowrate for each drywell.

$$0.000019 \frac{\text{ft}}{\text{sec}} \times 254 \text{ ft}^2 = 0.00471 \frac{\text{ft}^3}{\text{sec}}$$

Infiltration volume for each drywell based on various time frames are included below.

96 hrs:  $0.0047 \text{ CFS} \times 96 \text{ hours} \times \frac{3600 \text{ sec}}{1 \text{ hr}} = 1,629 \text{ cubic feet of water infiltrated.}$   
 24 hrs:  $0.0047 \text{ CFS} \times 24 \text{ hours} \times \frac{3600 \text{ sec}}{1 \text{ hr}} = 407 \text{ cubic feet of water infiltrated.}$

Chamber diameter = 4 feet. Drywell rock shaft diameter = 6 feet.

Volume provided in each drywell with chamber depth of 12 feet.

$$(12 \text{ ft} \times 12.57 \text{ ft}^2) + (10 \text{ ft} \times 28.27 \text{ ft}^2 \times 40 \%) = 264 \text{ ft}^3$$

The proposed MaxWell System is composed of 1 drywell(s).

Total volume provided =  $264 \text{ ft}^3$   
 Total 24 hour infiltration volume =  $407 \text{ ft}^3$   
 Total 96 hour infiltration volume =  $1,629 \text{ ft}^3$   
 Total infiltration flowrate =  $0.00471 \frac{\text{ft}^3}{\text{sec}}$

For any questions, please contact Alex Bennett at 213-248-4167 or via email at Alex.Bennett@Oldcastle.com

Torrent Resources (CA) Incorporated  
9950 Alder Avenue  
Bloomington, CA 92316  
Phone 909-829-0740

BID SET 7/26/24

**CITY OF CARSON**

ENGINEERING SERVICES DIVISION

**AVALON BOULEVARD  
STREET IMPROVEMENT PLANS  
MAXWELL DRYWELL DRAINAGE SYSTEM**

C-5.0

PROJECT NO. 22X076.02	SHEET 11 of 15	PLAN NO. XXX
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REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

PLANS PREPARED BY:



IDS GROUP

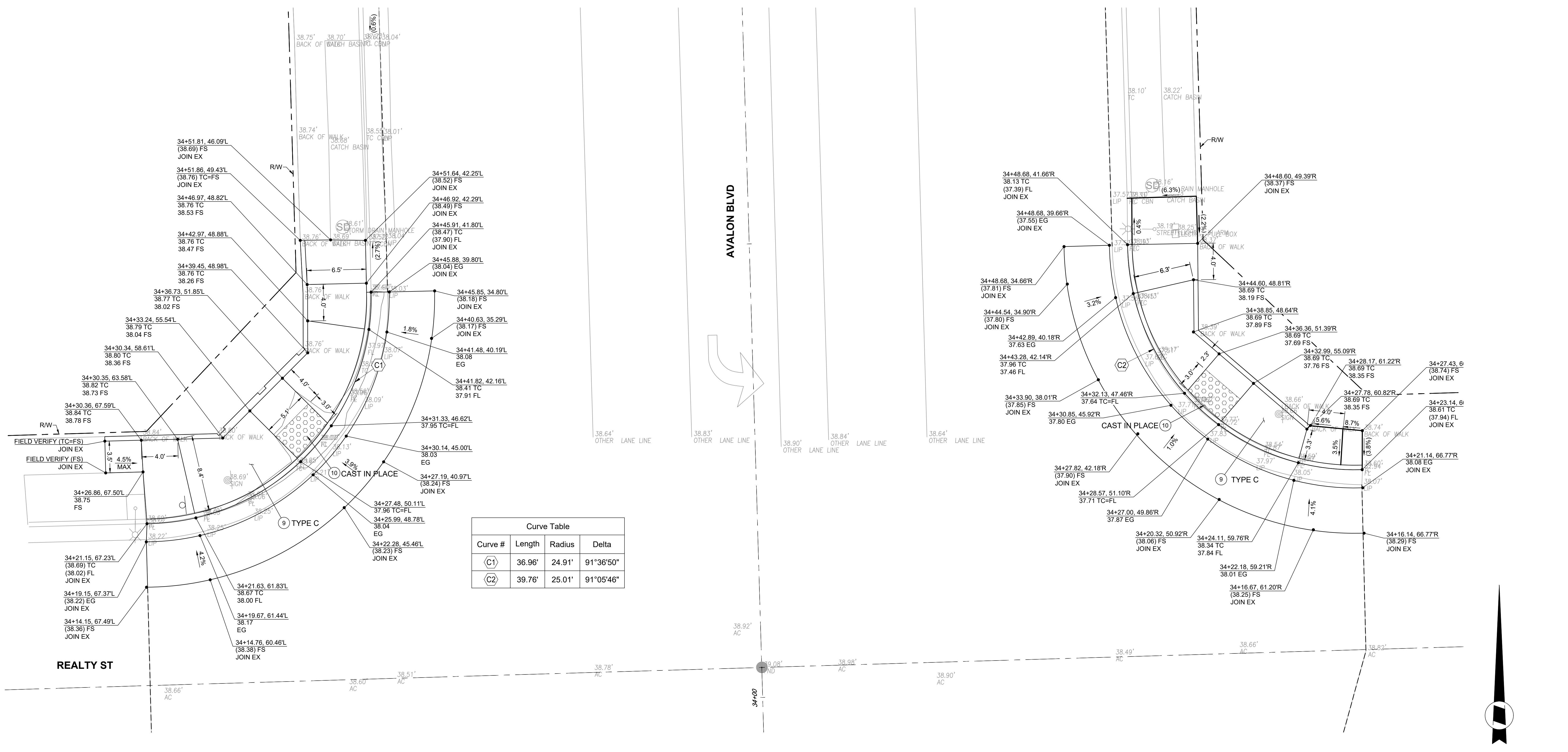
1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

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Know what's below.  
Call 811 before you dig.

PLOT DATE: 7/26/2024 11:27:17 AM  
IDS GROUP - FILE LOCATION: \\IDS-FS\SHARED\PROJECTS\2022\SHARED\22X076.02 CARS AVALON BLVD\05 CAD\02 CIVIL\CD\22X076.02 C-7.0 CURB RAMP PLANS



Curve Table			
Curve #	Length	Radius	Delta
(C1)	36.96'	24.91'	91°36'50"
(C2)	39.76'	25.01'	91°05'46"

**PROPOSED CONSTRUCTION NOTES**

- 9 CONSTRUCT ADA CURB RAMP PER CALTRANS STANDARD PLAN 88A.
- 10 INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE, COLOR YELLOW.



PLANS PREPARED BY:  
  
**IDS GROUP**  
 1 PETERS CANYON ROAD, SUITE 130  
 IRVINE, CA 92606  
 TEL: 949-387-8500, FAX: 949-387-0800

BENCHMARK:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

**BID SET 7/26/24**

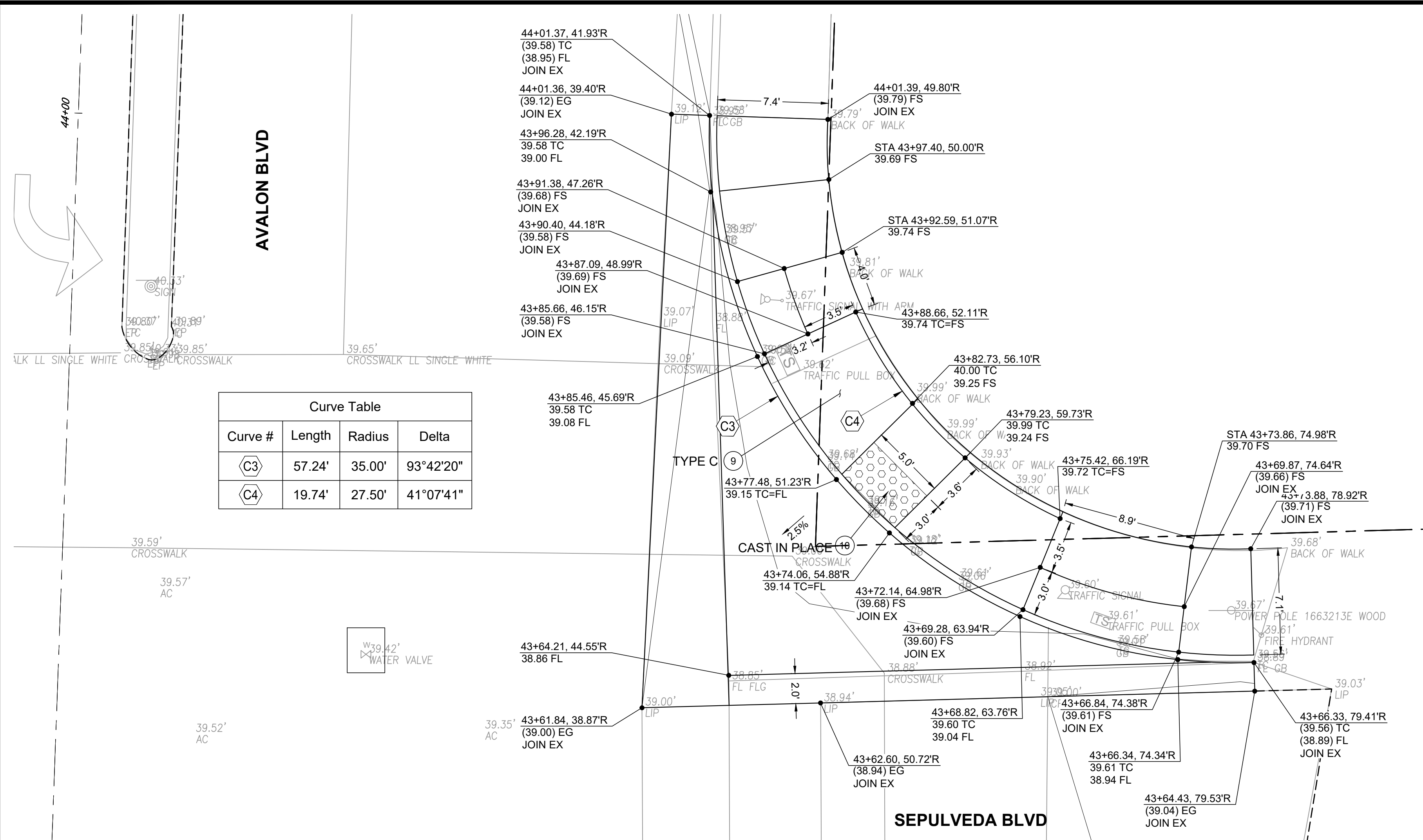
**CITY OF CARSON**  
 ENGINEERING SERVICES DIVISION

**AVALON BOULEVARD  
 CURB RAMP PLAN  
 AVALON BLVD AND REALTY ST**

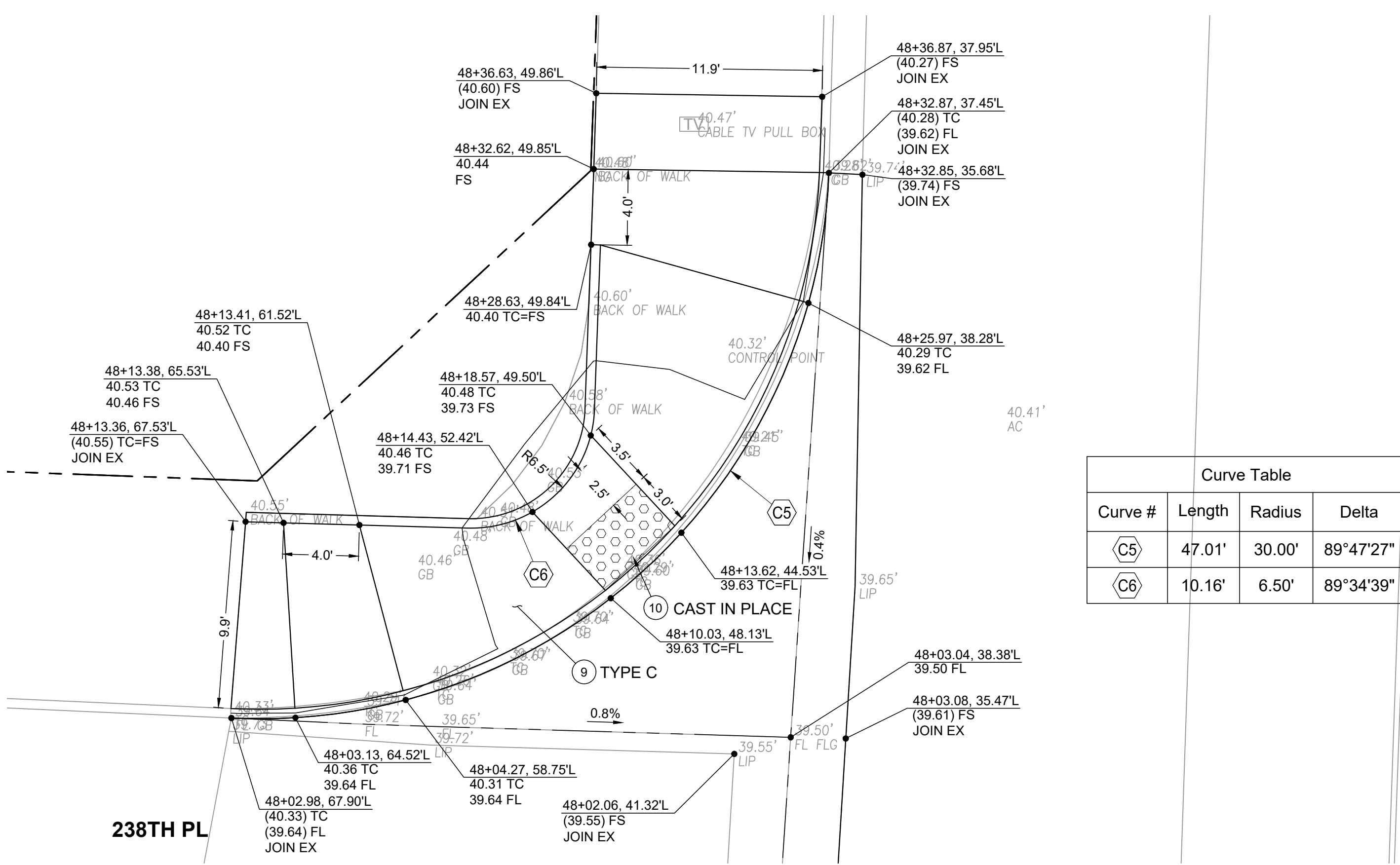
PROJECT NO. **22X076.02** SHEET **12 of 15** PLAN NO. **XXX**

**C-7.0**

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Curve Table			
Curve #	Length	Radius	Delta
C3	57.24'	35.00'	93°42'20"
C4	19.74'	27.50'	41°07'41"



Curve Table			
Curve #	Length	Radius	Delta
C5	47.01'	30.00'	89°47'27"
C6	10.16'	6.50'	89°34'39"

**PROPOSED CONSTRUCTION NOTES**

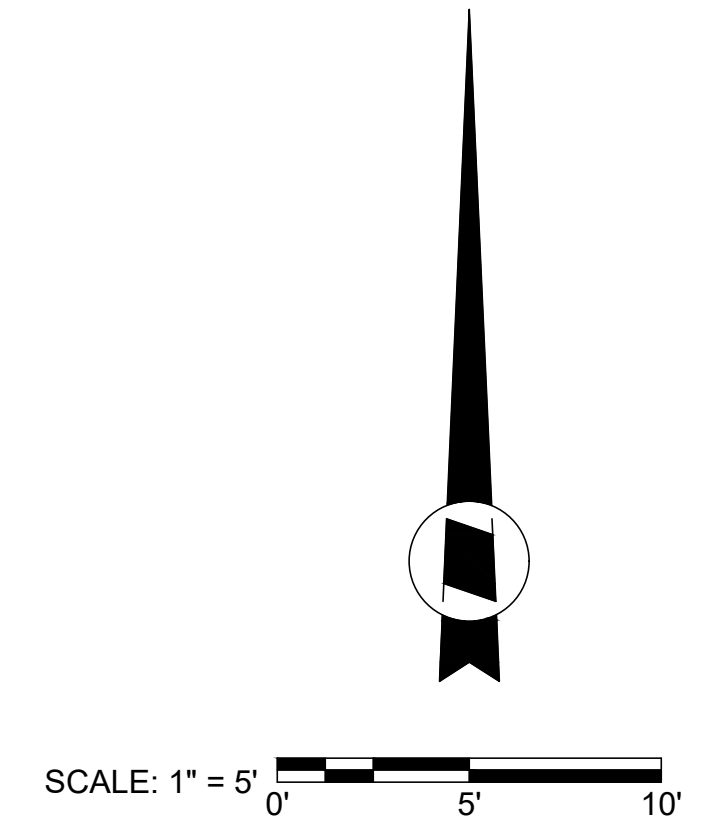
- 9 CONSTRUCT ADA CURB RAMP PER CALTRANS STANDARD PLAN 88A.
- 10 INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE, COLOR YELLOW.



PLANS PREPARED BY:

**IDS GROUP**  
1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

BENCHMARK:



REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

**BID SET 7/26/24**

**CITY OF CARSON**

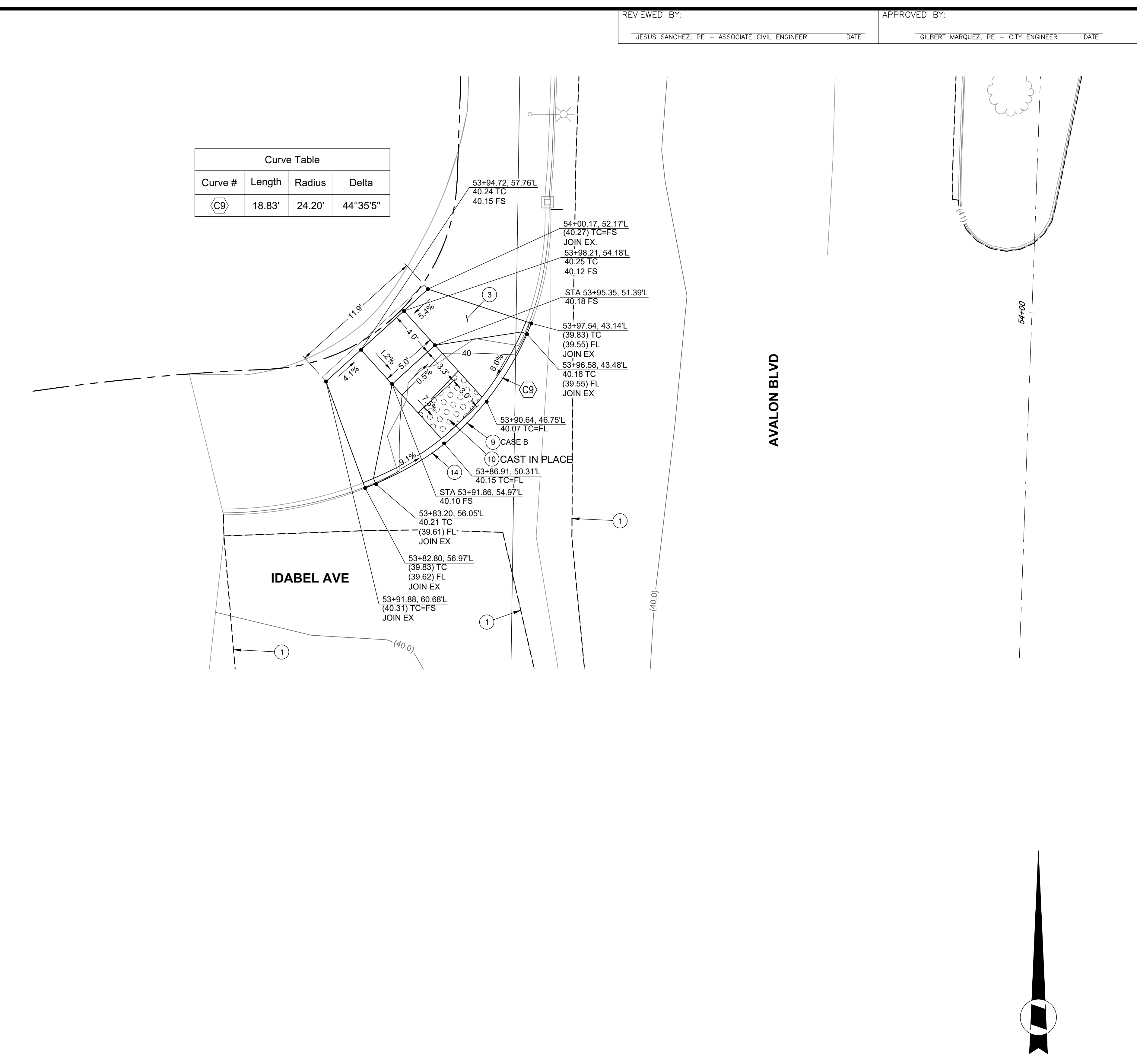
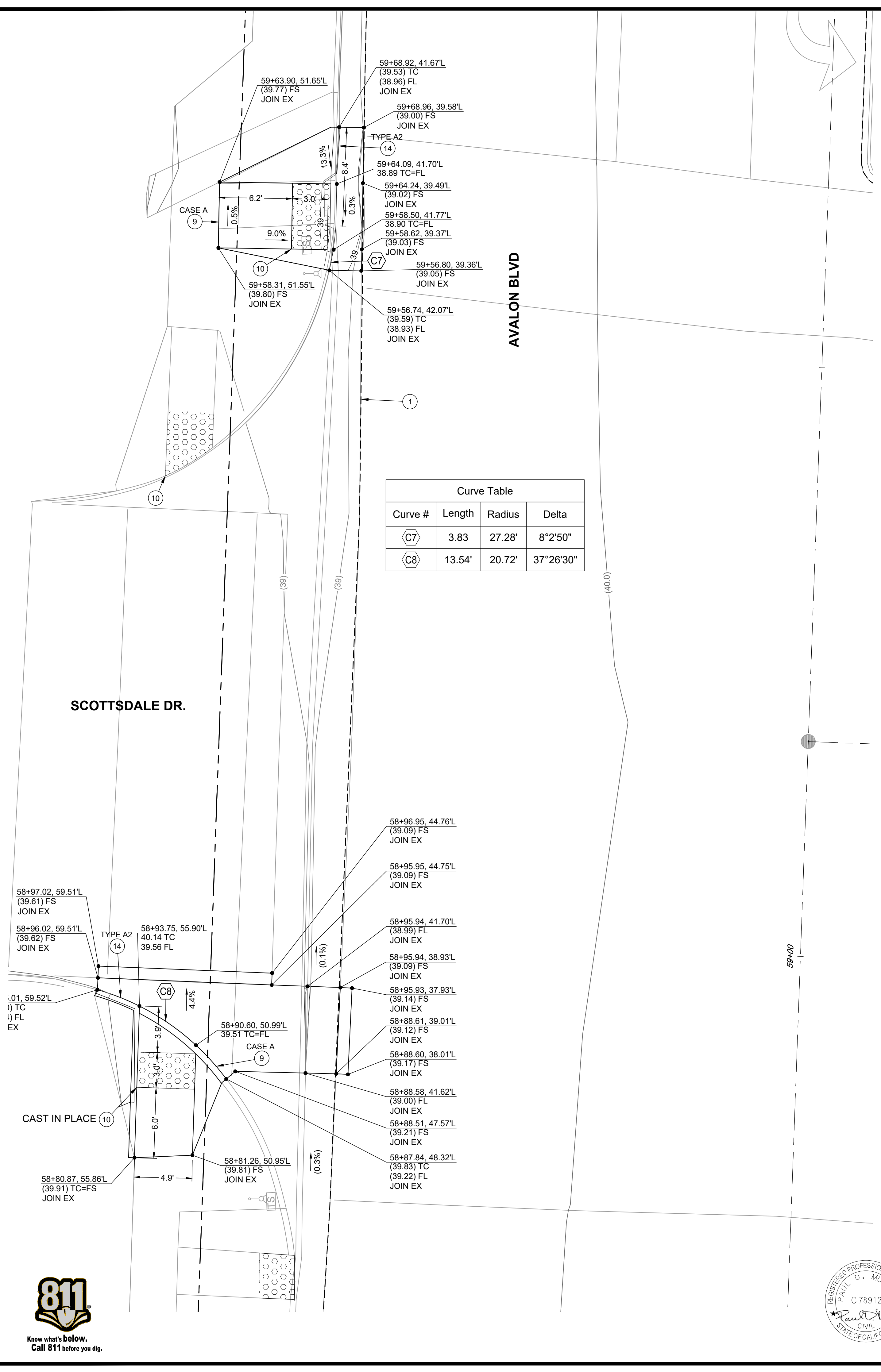
ENGINEERING SERVICES DIVISION

**AVALON BOULEVARD  
CURB RAMP PLAN**

**AVALON BLVD AND SEPULVEDA BLVD, 238TH PL  
C-7.1**

PROJECT NO. <b>22X076.02</b>	SHEET <b>13 of 15</b>	PLAN NO. <b>XXX</b>
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PLOT DATE: 7/26/2024 11:30:01 AM  
IDS GROUP - FILE LOCATION: \\IDS-FS\SHARED\PROJECTS\2022\SHARED\22X076.02\_CARS\_AVALON BLVD\05\_CAD\02\_CIVIL\CD\22X076.02\_C-7.2 CURB RAMP PLANS



**PROPOSED CONSTRUCTION NOTES**

- ① GRIND AND OVERLAY LIMIT LINE.
- ③ REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK.
- ⑨ CONSTRUCT ADA CURB RAMP PER CALTRANS STANDARD PLAN 88A.
- ⑩ INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE, COLOR YELLOW.
- ⑭ REMOVE AND REPLACE EXISTING CURB.

PLANS PREPARED BY:



**IDS GROUP**  
1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

BENCHMARK:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

**BID SET 7/26/24**

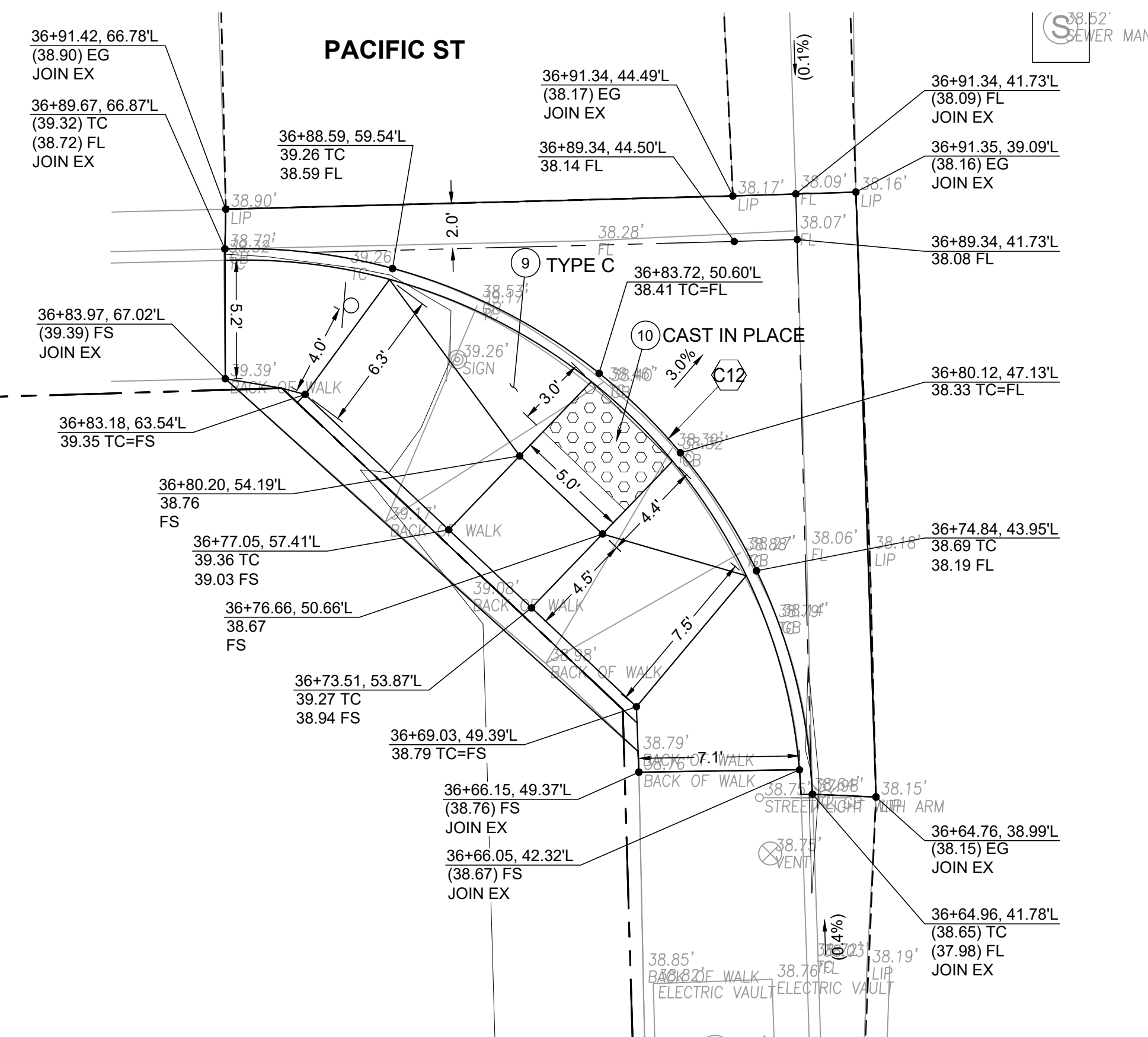
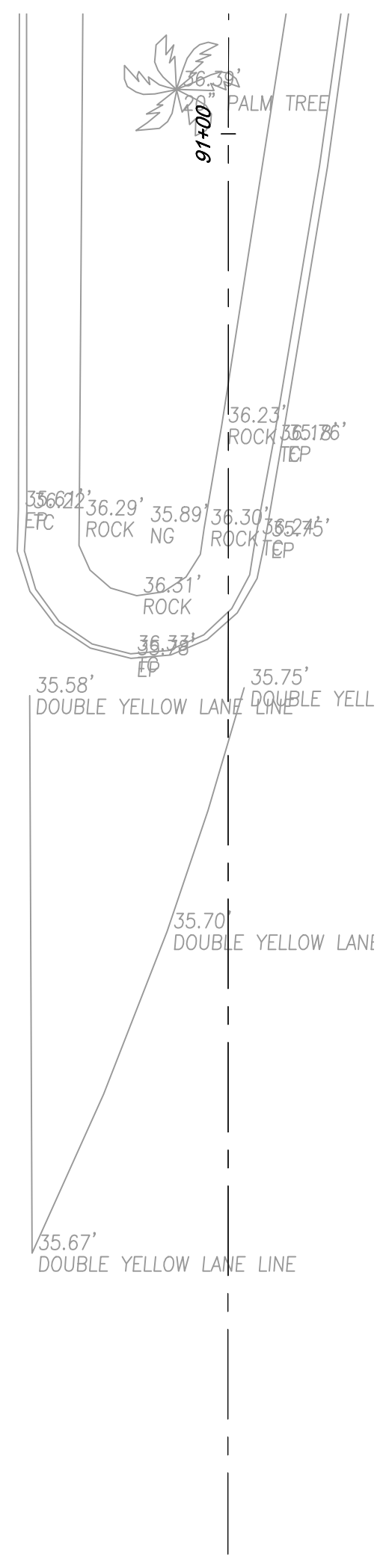
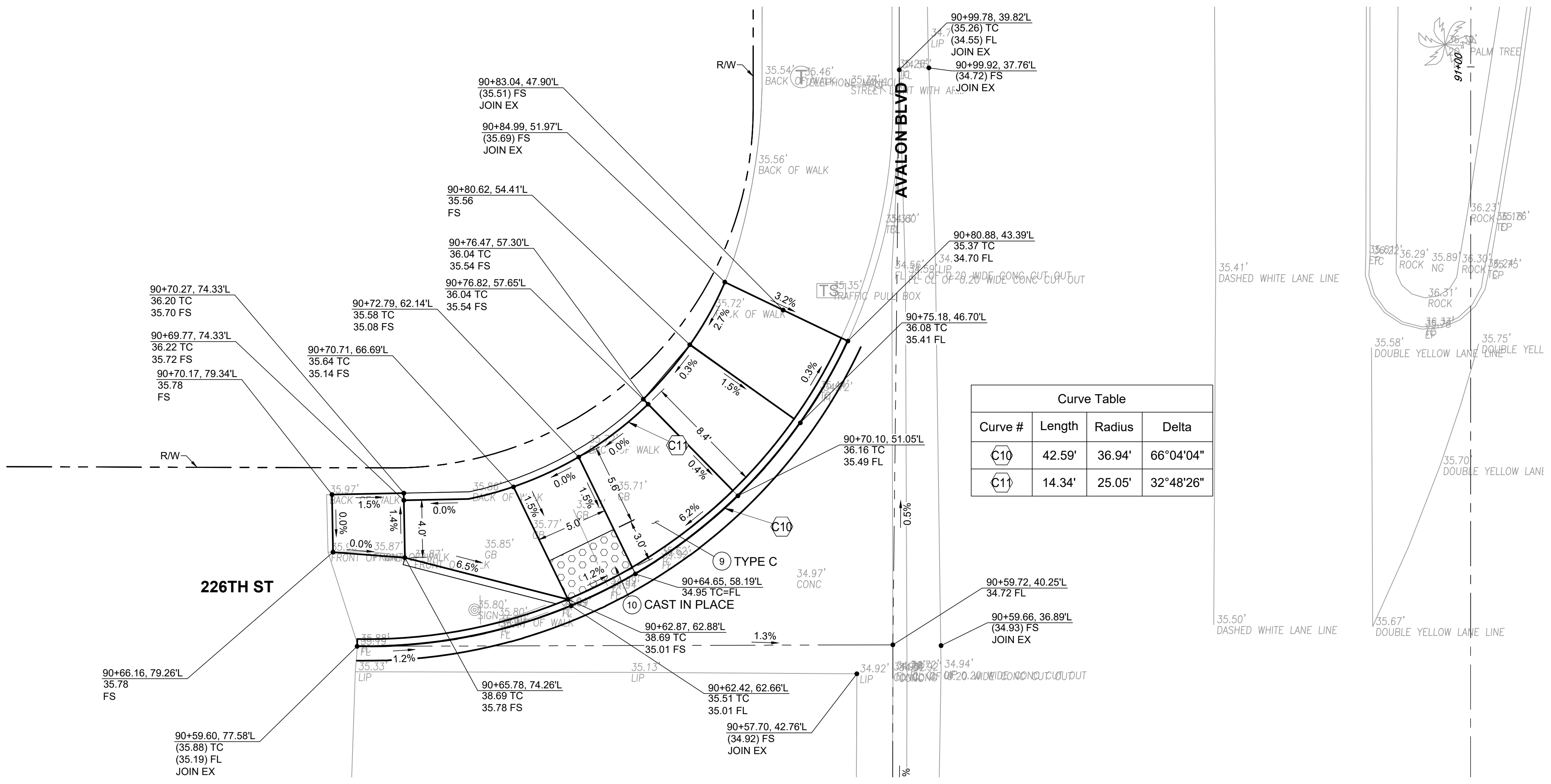
**CITY OF CARSON**  
ENGINEERING SERVICES DIVISION

**AVALON BOULEVARD  
CURB RAMP PLAN**  
AVALON BLVD AND IDABEL AVE, SCOTTSDALE DR  
C-7.2

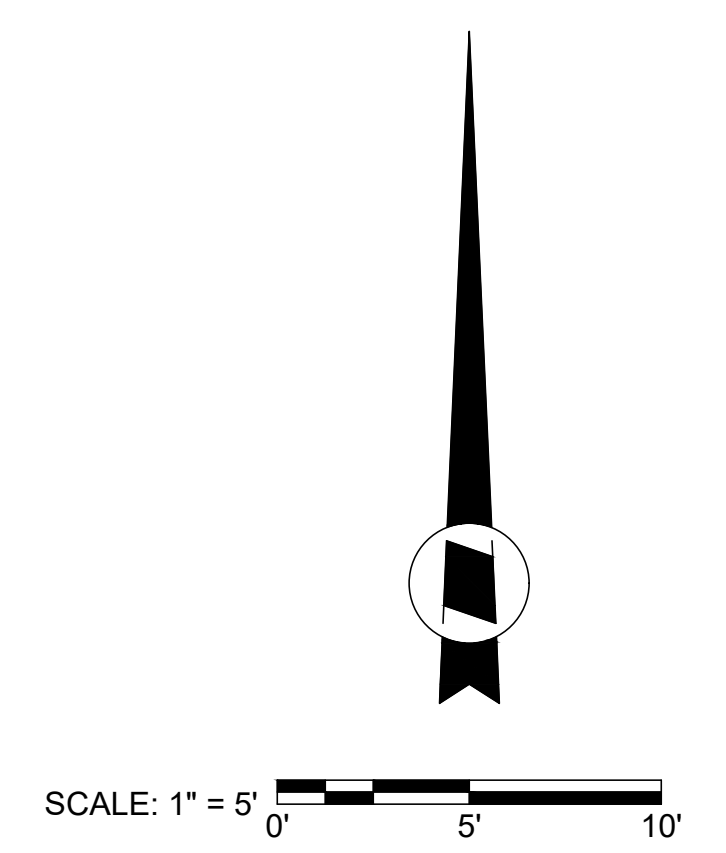
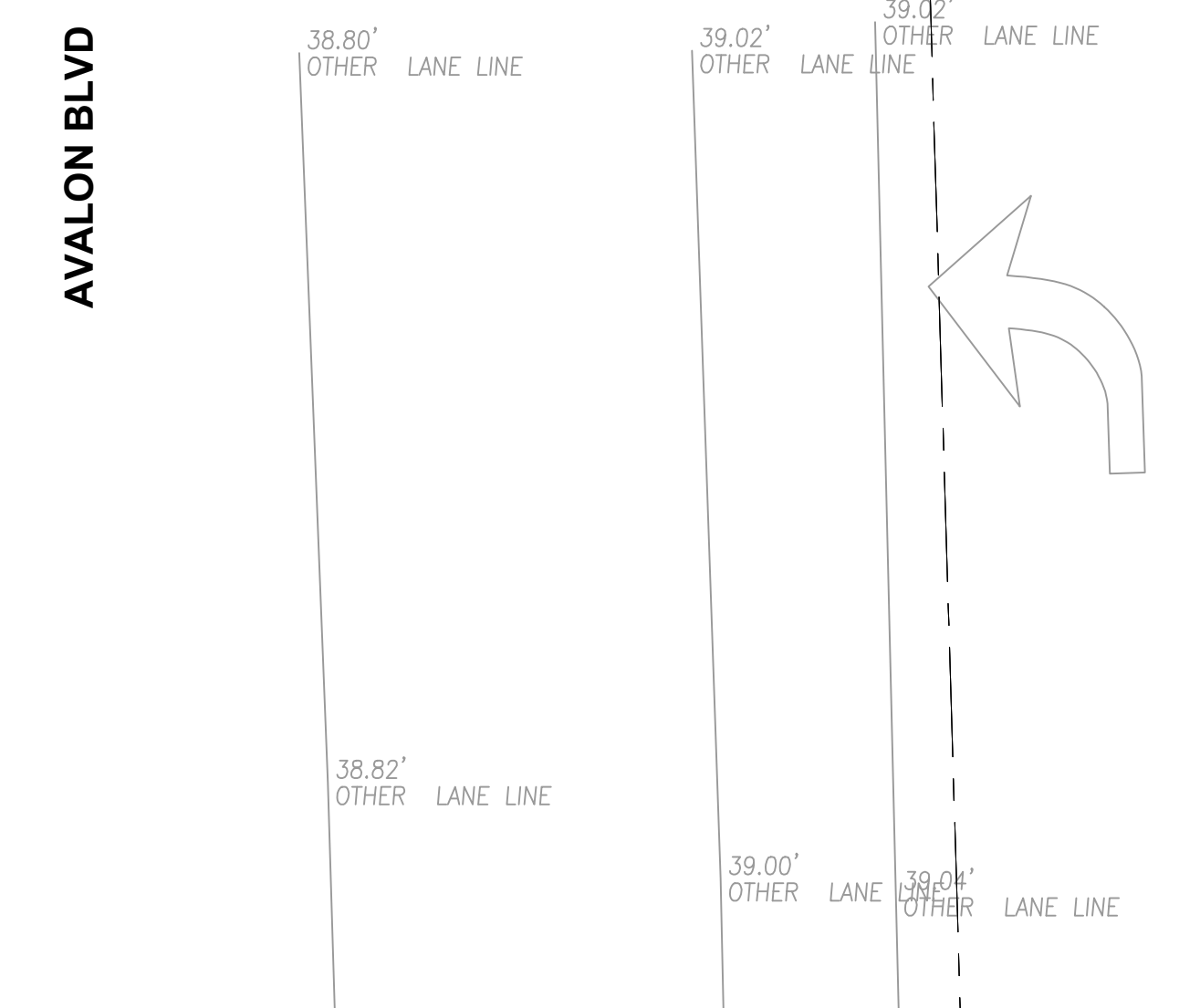
PROJECT NO. <b>22X076.02</b>	SHEET <b>14 of 15</b>	PLAN NO. <b>XXX</b>
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PLOT DATE: 7/26/2024 11:29:21 AM  
IDS GROUP - FILE LOCATION: \\IDS-FS\SHARED\PROJECTS\2022\SHARED\22X076.02\_CARS AVALON BLVD\05 CAD\02 CIVIL\CD\22X076.02\_C-7.0 CURB RAMP PLANS



Curve #	Length	Radius	Delta
C12	37.86'	25.00'	86°46'03"



**BID SET 7/26/24**

**CITY OF CARSON**

ENGINEERING SERVICES DIVISION

**AVALON BOULEVARD  
CURB RAMP PLAN  
AVALON BLVD AND PACIFIC ST, 226TH ST**

**C-7.3**

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

PROJECT NO. <b>22X076.02</b>	SHEET <b>15 of 15</b>	PLAN NO. <b>XXX</b>
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PLANS PREPARED BY:  
**IDS**  
IDS GROUP  
1 PETERS CANYON ROAD, SUITE 130  
IRVINE, CA 92606  
TEL: 949-387-8500, FAX: 949-387-0800

BENCHMARK:





**SPECIAL PROVISIONS**

**PROJECT NO. 2023-019  
AVALON BOULEVARD  
STREET IMPROVEMENT PLANS**



SPECIAL PROVISIONS

**PROJECT NO. 2023-019**

**TABLE OF CONTENTS**

		<u>Page No.</u>
PREFACE:	STANDARDS SPECIFICATIONS AND STANDARD DRAWINGS	SP-1
<b>PART 1</b>	<b>GENERAL PROVISIONS</b>	
<u>Section 1:</u>	<u>General</u>	
	1-2 Terms and Definitions	SP-1
	1-7 Award and Execution of the Contract	SP-2
	1-7.1 General	SP-2
	1-7.1.1 Bid	SP-2
	1-7.1.2 Examination of Plans, Specifications, and Project Site	SP-2
	1-7.1.3 Interpretation of Drawings and Documents	SP-3
	1-7.1.4 Award of Contract	SP-3
	1-7.1.5 Execution of Contract	SP-4
	1-7.1.6 Return of Bid and Guarantee	SP-4
<u>Section 2:</u>	<u>Scope of the Work</u>	
	2-2 Permits	SP-4
	2-4 Cooperation and Collateral Work	SP-5
	2-4.1 Relations with Other Contractors	SP-5
	2-10 Disputed Work	SP-5
	2-10.1 Retention of Imperfect Work	SP-5
<u>Section 3:</u>	<u>Control of the Work</u>	
	3-6 The Contractor's Representative	SP-6
	3-7 Contract Documents	SP-6
	3-7.1 General	SP-6
	3-7.2 Precedence of Contract Documents	SP-6
	3-10 Surveying	SP-7
	3-10.1 General	SP-7
	3-10.3 Line and Grade	SP-8
	3-10.4 Payment	SP-8

TABLE OF CONTENTS – continued

Page No.

3-12	Work Site Maintenance	SP-8
3-12.1	General	SP-8
3-12.1.1	Contractor’s Responsibility for Work	SP-9
3-12.4	Storage of Equipment and Materials	SP-9
3-12.4.3	Construction Yard	SP-9
3-12.6	Water Pollution Control	SP-9
3-13	Completion, Acceptance, and Warranty	SP-10
3-13.3	Warranty	SP-10
3-13.3.1	Warranty of Title	SP-10
<u>Section 4:</u>	<u>Control of Materials</u>	SP-11
<u>Section 5:</u>	<u>Legal Relations and Responsibilities</u>	SP-11
5-2	Special Notices	SP-11
5-3	Labor	SP-12
5-4	Insurance	SP-12
5-7	Safety	SP-16
5-7.9	Edison Energized Conductors	SP-16
5-7.10	Emergency Provisions	SP-17
<u>Section 6:</u>	<u>Prosecution and Progress of the Work</u>	
6-1	Construction Schedule and Commencement of the Work	SP-17
6-3	Time of Completion	SP-18
6-9	Liquidated Damages	SP-18
<u>Section 7:</u>	<u>Measurement and Payment</u>	
7-2	Lump Sum Work	SP-18
7-3	Payment	SP-19
7-3.2	Partial and Final Payment	SP-19
7-3.9	Work Performed Without Direct Payment	SP-19
7-4	Payment for Extra Work	SP-19
7-4.3	Markup	SP-19
<b>PART 4</b>	<b>EXISTING IMPROVEMENTS</b>	
<u>Section 402:</u>	<u>Utilities</u>	
402-1.2	Payment	SP-20
402-1.3	Exploratory Excavations	SP-20
402-4	Relocation	SP-21

<b>PART 6</b>	<b>TEMPORARY TRAFFIC CONTROL</b>	
<u>Section 600</u>	<u>Access</u>	
	600-1 General	SP-22
	600-2 Vehicular Access	SP-22
	600-2.1 Temporary Steel Plate Bridging	SP-22
	600-2.2 Street Closures, Detours, Barricades	SP-24
<b>PART 7</b>	<b>STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS</b>	
<u>Section 701</u>	<u>Construction</u>	
	701-17.6 Detectors	SP-26

## SPECIAL PROVISIONS

### PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

The Standard Specifications for Public Works Construction written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California shall be the Standard Specifications of the Owner. All work shall conform to the latest edition, including supplements, of the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, and the Standard Drawings as issued by the Owner available at the time bids are opened, unless otherwise specified in the Contract Documents.

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

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

### Section 1. General

#### Section 1-2 Terms and Definitions

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

- |     |                       |   |
|-----|-----------------------|---|
| (a) | AGENCY                | <input checked="" type="checkbox"/> ■ The City of Carson, California<br><input type="checkbox"/> ■ Successor Agency<br>acting individually or collectively as the "Owner"   |
| (b) | BOARD                 | <input checked="" type="checkbox"/> ■ The City of Carson, California<br><input type="checkbox"/> ■ Successor Agency<br>acting individually or collectively as the "Owner"   |
| (c) | CONTRACT<br>DOCUMENTS | Documents including but not limited to the Bid forms, Special Provisions, Technical Provisions, Bonds, Insurance, Contract, Plans, instructions to bidders, and all Addenda setting forth any modifications of the documents. |
| (d) | ENGINEER              | The City Engineer, Public Works Department or his authorized representative.  |

- (e) BIDDER An individual, co-partnership, association or corporation submitting a Bid for the work contemplated, acting directly or through a duly authorized representative.
- (f) LEGAL ADDRESS OF CONTRACTOR The legal address of the Contractor to be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.
- (g) LABORATORY An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.

### Section 1-7 Award and Execution of the Contract

#### Section 1-7.1 General

##### Section 1.7.1.1 Bid

The following is in addition to the provisions of Section 1-7:

The Bid shall be fully executed and submitted on the forms provided by the Owner and shall be delivered as directed in the "Invitation for Bids".

If the Bid is made by an individual it shall be signed and his or her full name and address shall be given; if it is made by a firm it shall be signed with co-partnership name by a general partner thereof, who shall also sign his or her own name, and the name and address of each member of such co-partnership shall be given; if made by a corporation, the name of the corporation shall be signed by its duly authorized officers and attested by the corporate seal.

Bidders are warned against making erasures or alterations of any kind on their Bid. Bids which contain omissions, erasures, alterations, conditions or additions not called for may be rejected.

At the time the Contract is awarded by the Owner the Contractor shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work required by this Contract.

##### Section 1-7.1.2 Examination of Plans, Specifications, and Project Site

The following is in addition to the provisions of Section 1-7:

Bidders shall read the specifications, examine the drawings and/or locations list, and make their own estimates of the existing facilities and difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. Bidders shall satisfy themselves by personal examination of the

locations of the proposed work, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Bid forms. Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or his assistants (or the Architects or their assistants), shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the Owner.

#### Section 1-7.1.3 Interpretation of Drawings and Documents

The following is in addition to the provisions of Section 1-7:

If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Engineer and such addendum shall be considered a part of and incorporated in the Contract Documents.

#### Section 1-7.1.4 Award of Contract

The following is in addition to the provisions of Section 1-7:

After the Bids have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

The Owner reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received.

Award of the Contract, if it be awarded, will be made by the Owner within 90 days after opening of the bids. Award will be made to the lowest responsive responsible bidder.

In selecting the lowest responsive responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the Bid. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the Owner that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required but will not alone determine whether a bidder is competent to undertake the proposed work.

Only manufacturers or contractors of established reputation, or their duly authorized dealers or agents, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

### Section 1-7.1.5 Execution of Contract

The following is in addition to the provisions of Section 1-7:

A bidder whose Bid is accepted shall properly sign a written contract with the Owner on the form attached hereto and return said contract together with good and approved bonds and insurance certificates and endorsements as required by the Contract Documents within fifteen (15) calendar days from the date of the mailing of a notice from the Owner to the bidder, according to the address given by him, of acceptance of his Bid. Contract bonds and certificates of insurance and endorsements, if required, shall be filed in all instances before delivering any equipment, materials, or performing any work under the contract; also before any purchase order shall be issued. An executed Power of Attorney form shall be submitted with all contract bonds herein specified.

If a bidder whose Bid is accepted fails or refuses to enter into a contract as herein provided, or to conform to any stipulated requirement in connection therewith, the money represented by his check or bidder's bond shall be refunded less the difference between the low bid and the bid of the bidder with whom the Owner enters into an agreement in accordance with the provisions of the Public Contracts Code Section 20174. At the discretion of the Owner an award may be made to the bidder whose Bid is next most acceptable to the Owner, and such bidder and his surety shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made may be required before the contract is finally signed to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation to so sign.

### Section 1-7.1.6 Return of Bid and Guarantee

The following is in addition to the provisions of Section 1-7:

The check or bond of a bidder to whom the contract has been awarded will be returned to him after all of the acts, for the performance of which said security is required, have been fully performed. The checks or bid bonds of the second and third lowest bidders will be returned when the bidder to whom the contract has been awarded has properly executed all of the required Contract Documents. Checks or bid bonds of other bidders will be returned when their Bids are rejected or in any event at the expiration of ninety (90) days from the date of opening bids.

## **Section 2. Scope of the Work**

### Section 2-2 Permits

The following supersedes the provisions of Section 2.2:

The Contractor will obtain and pay for all permits necessary to perform the Work in streets, highways, railways or other rights-of-way, with exception that the fees for the City’s construction permit which will be waived for this contract.

The Contractor shall also obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, those permits required for night work, overload, blasting, and demolition. The contractor shall pay all business taxes or license fees that are required for the work.

In addition, the Contractor and each subcontractor employed upon the work must have or obtain a valid City of Carson Business License in accordance with the provisions of the Carson Municipal Code. The amount of the business license fee may be obtained from the City’s Finance Department at (310) 952-1748

Section 2-4 Cooperation and Collateral Work

The following is in addition to the provisions of Section 2-4:

2-4.1 Relations with Other Contractors

There may be construction work in progress by others. The Contractor shall coordinate construction activities with other contractors and shall attend coordination meetings as required by the Engineer. The following list provides the construction contact and owner/contractor with their expected construction schedule:

NO.	OWNER	CONSTRUCTION CONTACT	CONTRACTOR	ANTICIPATED CONSTRUCTION TIME FRAME

Section 2-10. Disputed Work

Section 2-10.1 Retention of Imperfect Work

The following is in addition to the provisions of Section 2-10:

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



### Section 3. Control of the Work

#### Section 3-6 The Contractor's Representative

The following is in addition to the provisions of Section 3-6:

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

#### Section 3-7 Contract Documents

##### Section 3-7.1 General

The following is in addition to the provisions of Section 3-7.1:

The Standard Specifications for Public Works Construction and the Standard Plans for Public Works Construction are both promulgated by Public Works Standards, Inc. These publications are available for purchase from BNi Building News, Inc., 1612 South Clementine Street, Anaheim, California 92802, (800) 873-6397, [www.bnibooks.com](http://www.bnibooks.com). **These publications are copyrighted and the City will not provide copies.**

Standard Plans of the City of Carson are available for downloading on the internet, <http://ci.carson.ca.us/PublicWorks/pwstandards.aspx>

##### Section 3-7.2 Precedence of Contract Documents

The following supersedes the provisions of Section 3-7.2:

The order of precedence of contract documents shall be:

FIRST	Requirements of law, including the Code and Ordinances of the City of Carson.
SECOND	Permits from other agencies as may be required by law.
THIRD	Permits from City of Carson Departments as may be required by law or ordinance.
FOURTH	The Contract.
FIFTH	The Bid.
SIXTH	Addenda.

SEVENTH	Invitation for Bids.
EIGHTH	Instructions to Bidders.
NINTH	Technical Provisions.
TENTH	Construction Plans.
ELEVENTH	Special Provisions of the Standard Specifications.
TWELFTH	Standard Plans.
THIRTEENTH	Standard Specifications for Public Works Construction (current edition) as amended.
FOURTEENTH	Reference Specifications.

Change orders, supplemental agreements, and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND, and THIRD. Detailed plans shall have precedence over general plans.

#### Section 3-10 Surveying

The following supersedes the provisions of Section 3-10:

#### Section 3-10.1 General

Unless otherwise provided in the Technical Provisions, lines and grades for construction shall be the responsibility of the Contractor.

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

The Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties, and benchmarks located within the limits of the project. If any of the above requires removal, relocating, or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed Land Surveyor or Civil Engineer, establish sufficient temporary ties and benchmarks to enable the points to be reset after completion of construction.

Any ties, monuments, or benchmarks disturbed during construction shall be reset per Los Angeles County standards after construction and the tie notes submitted to the County on 8 ½" x 11" loose leaf paper, after it is signed and recorded at the County Surveyor's Office. The Contractor and its sureties shall be liable for, at their expense, any resurvey required due to Contractor's negligence in protecting existing ties, monuments, benchmarks, or any such horizontal and vertical controls.

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

#### Section 3-10.2 NOT USED

#### Section 3-10.3 Line and Grade

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed Land Surveyor or Civil Engineer. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Owner's Inspector. The Contractor shall be responsible for any error in the finished work and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

#### Section 3-10.4 Payment

Unless a separate bid item is provided, the payment for surveying, construction staking, related professional services, re-establish centerline ties, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

#### Section 3-12 Work Site Maintenance

##### Section 3-12.1 General

The following is in addition to the provisions of Section 3-12.1:

The Contractor shall provide and operate a self-loading motor sweeper with spray nozzles every day for the purpose of keeping the entire project site clean as acceptable to the City Engineer.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and as directed by the Engineer.

Payment for the cleanup and dust control shall be included in the price paid for other items of work. No additional payment will be made for project site maintenance.

### Section 3-12.1.1 Contractor's Responsibility for Work

Until the formal acceptance of the work by the Owner, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance with 5-4 hereof, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

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

### Section 3-12.4 Storage of Equipment and Materials

#### Section 3-12.4.3 Construction Yard

The following is in addition to the provisions of Section 3-12.4:

The contractor shall be responsible to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City. When storage sites are located in private properties, the Contractor shall be required to submit to the City written approval from the recorded owner authorizing the use of their property by the Contractor.

### ~~Section 3-12.6 Water Pollution Control:~~

#### ~~Section 3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)~~

~~The following is in addition to the provisions of Section 3-12.6.3:~~

~~Storm Water pollution work shall consist of constructing Best Management Practices facilities which may be shown on the Plans, specified elsewhere in these Special Provisions, required by the Standard Specifications, required by National Pollutant Discharge Elimination System (NPDES) permit ordered by the State Water Resources Control Board. Said work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water.~~

~~In order to provide effective and continuous control of storm water pollution, it may be necessary for the Contractor to perform the contract work in small or multiple units on an out-of-phase schedule and with modified construction procedures. The Contractor shall provide temporary BMP measures including, but not limited to, dikes, basins, ditches and the application of straw and seed bales which become necessary as a result of his operations. The Contractor shall coordinate storm water pollution control work with all other work done on the contract.~~

~~Before starting any work on the project, the Contractor shall submit to the Engineer for approval and acceptance a Storm Water Pollution Prevention Plan (SWPPP). SWPPP shall show the~~

~~schedule for the erosion control work included in the contract and for all storm water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effect of his operations upon adjacent streams and other water bodies. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such program has been accepted. The Contractor shall revise and bring up to date said storm water pollution control program at any time the Engineer makes written request for such revision.~~

~~The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised SWPPP in not more than five (5) days.~~

~~The Owner shall not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised storm water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable storm water pollution control program.~~

~~Compliance with the requirements of this Section shall in no way relieve the Contractor from his responsibility to comply with the other provisions of the Contract, in particular, his responsibility for damage and for preservation of property.~~

~~All storm water pollution control work performed in accordance with the accepted program which is not otherwise required under the contract and which is ordered by the Engineer will be paid for as follows:~~

~~(1) — Such storm water pollution control work which may be accomplished under the various contract items of work will be measured and paid for as provided for in these Special Provisions for the said items of work.~~

~~(2) — Such storm water pollution control work not covered by contract items will be paid for as extra work as provided for in Section 3-3 "Extra Work" of the Standard Specifications.~~

~~Except as otherwise provided in the Standard Specifications or elsewhere in these Special Provisions, full compensation for conforming to the requirements in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.~~

### Section 3-13 Completion, Acceptance, and Warranty

#### Section 3-13.3 Warranty

The following is in addition to the provisions of Section 3-13-.3

##### Section 3-13.3.1 Warranty of Title

No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner. The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

#### **Section 4. Control of Materials**

##### Section 4-4 Testing

The following is in addition to the provisions of Section 4-4:

Testing of the complete traffic signal cabinet assembly including but not limited to the controller, battery back-up system, wireless communication equipment, etc. shall be delivered, tested and approved by the LA County Traffic Signal Shop prior to installation.

Typical testing time is 30-40 days. The material testing laboratory is located at:

Los Angeles County  
Department of Public Works  
Traffic Signal Shop  
1525 Alcazar Street  
Los Angeles CA 90033

The contractor shall make delivery arrangements with the Traffic Signal Shop 48 hours in advance by calling (626) 458-1704.

#### **Section 5. Legal Relations and Responsibilities**

##### Section 5.2 Special Notices

The following supersedes the provisions of Section 5-2:

Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

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

c/o Engineering Services  
Public Works Department (PWD)  
City of Carson  
701 East Carson Street  
Carson, CA 90745

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

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

#### Section 5.3 Labor

The following is in addition to the provisions of Section 5-3:

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

After the opening of bids and the determination of the low bidder, said low bidder shall submit to the Engineering Services (PWD), not later than 5:00 P.M. on the third working day following the bid opening, a completed "Fair Employment Practices Contractor Compliance Report."

The Contractor shall insert a provision in all subcontracts requiring subcontractors to comply with this section.

#### Section 5-4 Insurance

The following supersedes the provisions of Section 5-4:

The Contractor shall, at his expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance and shall be subject to approval by the City's Risk Manager:

Contractor shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage shall be at least as broad as:

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

(c) Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(d) Builder’s Risk Insurance. Contractor shall maintain Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor’s Pollution Liability form or other form acceptable to



City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

(f) **Surety Bonds** as described below.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Carson Successor Agency, City of Carson, their elected and appointed officers, officials, employees, volunteers and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Carson Successor Agency, City of Carson, their elected and appointed officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Carson Successor Agency, City of Carson, their elected and appointed officers, officials, employees, volunteers and agents shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

### **Builder's Risk (Course of Construction) Insurance**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City site.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

### **Waiver of Subrogation**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers'

Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**Verification of Coverage**

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

**Surety Bonds**

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Section 5-7 SafetySection 5-7.9 Southern California Edison Energized Conductors

The following is in addition to the provisions of Section 5-7:

Contractor hereby promises and agrees that in the performance of the work specified in this Contract, it will employ and utilize only qualified persons, as hereinafter defined, to work in

proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person - A person who by reason of experience or instruction is familiar with the operation to be performed and the hazards involved."

Contractor further promises and agrees that the provisions of this section shall be and are binding upon any subcontractor or subcontractors that may be retained by it, and that Contractor shall take such steps as are necessary to assure compliance by said subcontractor or subcontractors with the requirements of this section.

#### Section 5-7.10 Emergency Provisions

The following is in addition to the provisions of Section 5-7:

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

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

### **Section 6. Prosecution and Progress of the Work**

#### Section 6-1: Construction Schedule and Commencement of the Work

The first sentence of Section 6-1 shall be deleted and replaced with:

The Contractor shall submit within one week after award of the work, its proposed construction schedule to the Engineer for approval.

The following is in addition to the provisions of Section 6-1:

The engineer shall mail to the contractor three copies of the contract for execution within approximately one week of award. The Contractor shall execute and return the contract together with the appropriate bonds and proof of insurance within fifteen (15) calendar days of receipt of said contract. Unless otherwise provided by the approved construction schedule the engineer

shall issue the notice to proceed on the date that the fully executed contracts are received from the Contractor.

### Section 6-3 Time of Completion

The following is in addition to the provisions of Section 6-3:

The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 3:00 P.M., working hours in Arterial Streets shall be limited to the hours between 9:00 A.M. and 3:00 P.M., weekdays, excluding recognized holidays. Deviation from normal working hours will not be allowed without prior written consent of the Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

The Contractor shall notify the Engineer of the City of Carson two working days (48-hours) in advance of the start of construction.

In the event work is allowed by the Engineer of the City of Carson outside of the normal working hours, at the request of and for the benefit of **the Contractor, inspection service fees will be levied against the Contractor at a rate of \$161.25 per hour, plus travel time where applicable.**

The above charge may also be levied if non-routine inspection services are deemed necessary by the Engineer of the City of Carson.

If the Engineer of the City of Carson allows night work, the Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and public, and for proper inspection.

### Section 6-9 Liquidated Damages:

The following is in addition to the provisions of section 6-9:

**The amount of liquidated damages is hereby amended to \$1,000 for each consecutive calendar day.**

## **Section 7. Measurement and Payment**

### Section 7-2 Lump Sum Work

The following is in addition to the provisions of section 7-2:

The Contractor shall submit to the City a cost breakdown of the lump sum bid items, called the "Schedule of Values," in a form approved by the City. The Schedule of Values, when approved by the City, shall become the basis for determining the cost of Work requested on the Contractor's Applications for Payment. The Contractor shall submit a statement based upon this

breakdown, and if required, itemized in such form and supported by such evidence as the Construction Manager may direct, showing the Contractor's right to the payment claimed.

### Section 7-3 Payment

#### Section 7-3.2 Partial and Final Payment

The following is in addition to the provisions of 7-3.2:

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

#### Section 7-3.9 Work Performed Without Direct Payment

The following is in addition to the provisions of Section 7-3:

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

### Section 7-4 Payment for Extra Work

#### Section 7-4.3 Markup

The following percentage shall apply to provision 7-4.3:

1. Labor	20%
2. Materials	15%
3. Equipment	15%
4. Other Items and Expenditures	10%

**SPECIAL PROVISIONS****PART 4****EXISTING IMPROVEMENTS****Section 402. Utilities****Section 402-1 Location.****Section 402-1.2 Payment.** (Page 481 of the SSPWC)

*Replace the entire subsection with the following:*

No separate payment will be made for the location of utilities pursuant to Government Code Sections 4215 and 4216, and 402-1.1, or for attendance at the preconstruction meeting.

Payment shall be considered as included in the Contract Unit Price for the various Bid items.

*Add the following subsection:*

**402-1.3 Exploratory Excavations.** In addition to the requirements of 402-1.1 for utilities shown on the Plans, the Contractor shall locate unknown subsurface utilities marked or otherwise identified as ordered by the Engineer in accordance with 402-1.1. Exploratory excavations for unknown subsurface utilities will be measured by each.

**TABLE 402-1.3**

DEPTH max.	ROADWAY			PARKWAY (NOT IN ROADWAY)		
	AC 6" max. Thickness	PCC 8" max. Thickness	COMPOSITE (AC over PCC) 4" over 8" max. Thickness	AC 6" max. Thickness	PCC 6" max. Thickness	NATIVE
0'-3'	\$750	\$900	\$1,050	\$600	\$750	\$450
3'-6'	\$900	\$1,050	\$1,200	\$750	\$900	\$600
6'-9'	\$1,050	\$1,200	\$1,350	\$900	\$1,050	\$750
9'-12'	\$1,200	\$1,350	\$1,500	\$1,050	\$1,200	\$900

Payment for exploratory excavations for unknown subsurface installations including excavation, backfill, surface restoration, and all other incidentals necessary to complete the work will be made at the Stipulated Unit Price in Table 402-1.3 for the maximum depth and surface material encountered. Exploratory excavations which are greater than 5 feet in depth or where the surface material thickness is greater than those listed in Table 402-1.3 will be considered as Extra Work. No markup is to be added to the Stipulated Unit Price of exploratory excavations.

Payment for exploratory excavations will be made under the Allowance Bid item.

Section 402-4 Relocation

Add the following to the provisions of Section 402-4:

The owner does not necessarily mark water services. The Contractor shall assume that a water service exists at each water meter box and the service connection lies at any depth within 36” of either side of the water meter box measured parallel to the curb face.

The Contractor shall procure a plumber and pay all fees to repair or replace water services damaged by his operation when his operation is within 36” of either side of a water meter box measured parallel to the curb face.

The Contractor shall procure a plumber and shall be reimbursed for the costs to relocate or repair interfering water services located outside 36” of either side of a water meter box measured parallel to the curb face.

If water service is interrupted, a Contractor’s English-speaking representative shall remain on the job until water service is resumed. The Contractor shall provide 2.5 gallons of a brand name bottled drinking water to any resident whose water service has been interrupted, immediately upon inspector’s request. Water service shall not remain interrupted for more than three hours



**SPECIAL PROVISIONS****PART 6****TEMPORARY TRAFFIC CONTROL****Section 600. Access**Section 600-1 General

The following is in addition to the provisions of Section 600-1:

The Contractor shall provide temporary "No Parking" and all other signs which are necessary for the safe and orderly conduct of vehicular traffic as directed by the Engineer and as specified herein. He shall also provide a barricaded area in the parking lane for pedestrian traffic during such time as the parkway is unfit to be used for pedestrian traffic.

At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two Class II barricades or one Class II barricade and two delineators. Driveways that are ramped or planked for temporary access shall be provided with a barricade or delineator at each side. The Contractor shall give 24-hour notice to affected property owners prior to blocking any driveway.

The Contractor shall provide access for refuse collection on the regularly scheduled days. He shall also facilitate or assist in the collection where such work is hampered by his operations.

The construction area shall be cleaned by the use of a mobile broom sweeper daily to the satisfaction of the Engineer. The stockpiling of construction debris will not be allowed.

Section 600-2 Vehicular Access

The following provisions shall be added to Section 600-2:

600-2.1 Temporary Steel Plate Bridging:

When backfilling operation of an excavation in the travel way, whether transverse or longitudinal cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following shall apply:

1. Steel plate used for bridging must extend a minimum of twelve (12") inches beyond the edge of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.

3. The trench shall be adequate to support the bridging and the traffic load. Contractor shall be responsible for determining whether shoring is necessary.
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plate.
5. Bridging shall be secured against displacement by adjustable cleats, shims, or other devices.

Approaches plate and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled two (2") inches into the pavement. Subsequent plates are butted to each others. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum of twelve (12") inches taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either fines of asphalt concrete mix, concrete slurry or equivalent slurry satisfactory to the Engineer.

The Contractor shall be responsible for maintenance of the steel plates, shoring, and asphalt concrete ramps.

Unless specified, use of steel plate bridging at any given location should not exceed four (4) consecutive working days in any given week. Backfilling of excavation shall be covered with a minimum of three (3") inches of temporary layer of cold asphalt concrete.

The following table shows the required minimal thickness of steel plate bridging for a given trench width:

<u>Trench Width</u>	<u>Minimum Plate Thickness</u>
1.0 foot	1/2 inch
1.5 foot	3/4 inch
2.0 feet	7/8 inch
3.0 feet	1 inch
4.0 feet	1 1/4 inch

For spans greater than four (4') feet, a structural design for the steel plate bridging shall be prepared by a registered civil engineer and approved by the Engineer. Steel plate bridging shall be designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual. The Contractor shall maintain steel plates with a non-skid surface having a minimum coefficient of friction equivalent to 0.35 as determined by California Test Method 342. The contractor may use standard steel plate with known coefficient of friction equal or exceeding 0.35.

A Rough Road sign (W33) with black lettering on an orange background shall be used in advanced of steel plate bridging. This is to be used along with any other required construction signing.

Payment for steel plate bridging shall be included in the other items of work involved and no additional payment will be allowed therefore.

600-2.2 Street Closures, Detours, Barricades:

The Contractor shall not close any street within the City of Carson without first obtaining the approval of the Engineer. Barricading, traffic control and detour diagrams in connection with street closures shall be submitted by the Contractor as required by the Engineer.

Street closures, detours, lane closures, signs, lights and other traffic control devices shall conform to the latest approved version of the California Manual on Uniform Traffic Control Devices (California MUTCD). The California MUTCD is available at the following address:

<https://dot.ca.gov/programs/traffic-operations/camutcd>

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet. Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflective white (or yellow) stripes at an angle of 45 degrees. The stripe width shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch-high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty feet. At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided at the nearest prior intersection. "No Left Turn" signs shall be provided wherever required by the Engineer.

When one-way access from a side street or alley is permitted, barricades and cones shall be provided at five-foot intervals for a distance of fifty feet on either side of the centerline of the intersecting street or alley.

Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - \$5.00 per barricade for the first day or any part thereof and \$3.00 per barricade per day for each day thereafter or any part thereof.

For flashers - \$3.00 per flasher for the first day or any part thereof and \$1.00 per flasher per day for each day thereafter or any part thereof.

For traffic cones - \$3.00 per cone for each day or any part thereof.

2. In the event that the services of the Owner are required between the hours of 3:00 P.M. and 8:00 A.M., **during the normal week or at any**

**time on Saturday, Sunday, or a City holiday, there shall be an additional charge to the above set forth minimums of \$161.25 for each service trip required.**

Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by the Owner. Traffic control signs include Stop Signs, Speed Limit, Parking Restrictions and other regulatory signs.

**SPECIAL PROVISIONS****PART 7****SECTION 701 – CONSTRUCTION****701-17.6 Detectors.****701-17.6.3 Inductive Loop Detectors.**

**701-17.6.3.2 Installation.** Replace subparagraph b) with the following:

- b) Detector loops, and their leads to the nearest pull box, shall be a continuous conductor of No. 12 AWG strand tinned copper wire; having 600V Type USE cross-linked polyethylene insulation with a minimum thickness of 3/64 inch (1.2 mm).

Add the following after subparagraph c):

- d) Saw-cuts may be into either asphalt concrete (AC) or Portland cement concrete (PCC) pavement. The saw-cut or slot shall conform to the Bicycle Vehicle Detector Installation Standard Plan included at the end of these Special Provisions for both types of pavements unless otherwise specified.
- e) Loops shall be 6-foot (1.8 m) diameter round loops unless otherwise shown on the Plans.
- f) The distance between the side of a loop and a lead-in saw cut from adjacent detectors shall be 24 inches (600 mm) minimum. The distance between lead-in saw cuts shall be 6 inches (150 mm) minimum.
- g) The loop lead-in conductors shall be twisted together before being placed in the slot and conduit. The width of the lead-in saw cut shall be at least twice the diameter of the lead- in conductor.
- h) Inductive loops that are to be connected to the same detector lead-in cable shall be spliced in series unless otherwise specified on the Plans.
- i) Adjacent loops on the same sensor unit channel shall be wound in opposite directions.



## TECHNICAL PROVISIONS

**PROJECT NO. 1393-5**  
**ANNUAL OVERLAY PROGRAM – AVALON BLVD.**  
**FROM BONDS ST. TO 223<sup>RD</sup> STREET.**  
**&**  
**PROJECT NO. 1411-5**  
**ANNUAL CONCRETE REPLACEMENT PROGRAM - AVALON BLVD.**  
**FROM BONDS ST. TO 223<sup>RD</sup> STREET.**

**TABLE OF CONTENTS**

Item	Page no.
A. GENERAL NATURE OF WORK _____	TP-4
B. TECHNICAL SPECIFICATIONS _____	TP-5
C. TIME OF COMPLETION _____	TP-5
D. COORDINATION WITH UTILITIES AND OTHER AGENCIES _____	TP-5
E. PUBLIC CONVENIENCE AND SAFETY (TRAFFIC CONTROL) _____	TP-6
F. DEFINITION OF BID ITEMS _____	TP-7

- #1 Bonding, Mobilization & Insurance
- #5 Cold Mill AC 2”
- #6 Dig-Out Sections
- #7 Private Driveways
- #7A Private Driveways PCC Improvements
- #8 Asphalt Rubber (ARHM) Finish Course
- #10 Manhole & Vault Adjustments
- #11 Utility Cover Adjustments
- #12 Remove and Construct Access Curb Ramps [DELETABLE]
- #13 Truncated Dome Panels [DELETABLE]
- #14 Sidewalk
- #15 Curb/Gutter and cross gutter spandrel
- #16 Driveways
- #17 Remove and Replace Concrete Pavement
- #18 Tree Removals and Stump Grinding [DELETABLE]
- #19 Maxwell Drywell Drainage System
- #22 Allowance
- Various Items
- General
- Clearing and Grubbing
- Unclassified Excavation
- Aggregate Base

APPENDICES .....

Plans .....	A
Tree Well Detail .....	B

**TECHNICAL PROVISIONS****PROJECT NO. 1393-5 & 1411-5**

**PROJECT NO. 1393-5 & 1411-5: AVALON BOULEVARD FROM LOMITA BLVD. TO E. 233<sup>rd</sup> Street.**

**A. GENERAL NATURE OF WORK**

The work to be performed under this contract for Project No. 1393-5 & 1411-5 is described below.

The work to be performed under this contract consists of:

Remove and Replace damaged concrete improvements or install new PCC on Avalon Boulevard; Grind and Overlay of road pavement of Avalon Boulevard, Lomita Blvd to E. 233<sup>rd</sup> Street with Asphalt Rubberized Hot Mix (ARHM).

Work includes furnishing all labor, material, equipment, services, and incidentals required for tree removal; PCC improvements removals and replacement; cold milling full width AC surface 2" in thickness, and overlay with ARHM Finishing Course 2" in thickness; also, includes removal and replacement "Dig-Out" of localized failed 4" AC sections at specified locations, compacting existing CAB Base to min. 95% relative compaction; and reconstruct these sections by laying 4" AC Base Course; also, includes overlay with ARHM Finish Course surface; adjust manhole covers, utilities valve covers to grade; cleaning road surface, installation of temporary pavement markers replacing raised markers, applying traffic striping, marking and legends; trees removal and disposal and other related work.

I. Order of Work - Order of work shall conform to the provisions of Section 6-1, "Construction Schedule and Commencement of Work", of the Standard Specifications and these Special Provisions and as noted below.

The following sequence of work has been identified to describe the required order of construction phases.

- Phase 1: Portland Cement Concrete (PCC) removals and replacement of concrete improvements.
- Phase 2: Work related to construction of driveways, curbs/gutters, sidewalk & access curb ramps.
- Phase 3: Work related to pavement grinding, subbase rehabilitation and overlay, etc.

All work shown/described in Project No. 1393-5 & 1411-5 Avalon Boulevard, Lomita Blvd. to E. 233<sup>rd</sup> Street shall conform to the City of Carson Standard Drawings, the latest edition of the Standard Specifications, Caltrans Standard Specifications, and these Specifications.



**B. TECHNICAL SPECIFICATIONS**

The following Technical Provisions supplement and amend the Standard Specifications for Public Works Construction, 2021 Edition. As a reference convenience, these Special Provisions have been arranged into a format which parallels the Standard Specifications.

**C. TIME OF COMPLETION**

The Contract time of completion shall be **90 working days** from the date of issuance of “Notice to Proceed”, as specified in the Bidding Schedule. Long lead-time materials shall be ordered within 7 days from receiving the “Notice to Proceed.”

**D. COORDINATION WITH UTILITIES AND OTHER AGENCIES**

The Contractor shall notify the Engineer of the City of Carson, Sheriff’s Department, Fire Department, Refuse Collection Service, METRO (MTA), Torrance Transit, and Carson Circuit of any street closures two working days (48-hours) prior to the start of construction.

<b>Agencies .....</b>	<b>Phone Nos.</b>
Contract Administrator-Jesus Sanchez .....	(310) 952-1700 ext. 1380
City’s Tree Maintenance Supervisor (Gregory MacDonald) .....	(310) 847-3520
Carson Sheriff’s Station .....	(310) 830-1123
Carson Fire Station .....	(310) 638-6121
Waste Management .....	(310) 328-0900
EDCO Waste Services .....	(310) 540-2977
MTA (RTD) .....	(213) 972-4644
Torrance Transit .....	(310) 618-6266 / 781-6920
Carson Circuit .....	(310) 835-0212 ext.1781
California Water Service Company .....	(310) 257-1479
Golden State Water Company .....	(310) 660-0320
Southern California Gas Company .....	(310) 687-2032
Southern California Edison Co. (SCE) .....	(310) 608-5001
McCormick Ambulance .....	(310) 349-8900
Metro Fiber Networks, Inc .....	(757) 890-0143
Century .....	(800) 244-1111 & (800) 788 3600
Dig Alert .....	811

**Affected Utilities**

The Contractor shall notify Dig Alert, and all affected public utilities two working days (48-hours) in advance of any excavation in the vicinity of their facilities.

If the Contractor finds evidence of utilities not shown on the Plans, he/she shall notify the Owner immediately.

Compensation for notifications to and coordination with other agencies shall be included in the various bid prices in the Proposal and no additional compensation shall be allowed, therefore.

**E. PUBLIC CONVENIENCE AND SAFETY (TRAFFIC CONTROL)**

Traffic control and all traffic signs and devices shall conform to the State of California, Department of Transportation, "Manual on Uniform Traffic Control Devices."

The Contract requires this to be accomplished in accordance with the provisions of Part 6 – Temporary Traffic Control of the Standard Specifications for Public Works Construction, latest edition, and the special provisions, unless otherwise approved by the Engineer of the City of Carson and except as modified and supplemented below:

Traffic Control Plans/Construction Staging Plans/ Temporary Signal Plans – The Contractor shall submit a traffic control plan and a temporary signal plan to be used during the signal work that is prepared on 24" x 36" sheets, stamped and signed by a California Registered Traffic Engineer to the City of Carson City Engineer for review and approval at least fourteen (14) calendar days prior to commencing any work, unless otherwise approved by City Engineer. Said plan shall indicate the locations of all signing, barricades, flashing arrow signs, delineators, lane closures, temporary lane lines, etc. required to control traffic and detours during construction.

The use of flagmen or women should be clearly indicated on traffic control plans when working on one-way streets or other applicable roadway conditions. All such devices shall be removed from the view of traffic when not required and shall not be stored in the public right-of-way.

No work shall be started by the Contractor until all necessary traffic control signs are on the jobsite and have been approved by the City Engineer, or his field representative.

Parking Restrictions: Parking within the area of improvement may be restricted during construction operations. Temporary "No Parking" signs shall be provided and posted by the Contractor three working days (72-hours) in advance of construction. The "No Parking" signs shall clearly state the date and hours during which the restriction is effective. Permission and requirements shall be obtained from the Engineer of the City of Carson for any "No Parking" signs to be posted on existing trees, utility poles, and traffic signs.

Notification to Businesses and Residences: All adjacent businesses and residences shall be duly notified by the Contractor, in writing, of his proposed operation. Notice shall be delivered at least two working days prior to start of construction. Upon written notification by the Contractor at least five days prior to the date needed for "Notice Circulation", the owner will prepare a letter for this purpose. The Contractor shall be responsible for reproduction and distribution of the letters. Re-notifications will be required if the Contractor's schedule is altered.

Street Closures/Full or Partial: The Contractor shall be allowed to close certain lanes of the streets for a period of not more than 20 working days and must maintain access to residents and businesses on all sides of the streets. The contractor shall provide one traffic lane in each direction at all times.

Drive Approaches: Drive approaches/access to all driveways in the area of construction shall remain open and accessible during non-working hours. The contractor shall keep open all driveways except for short periods of time as outlined in Part 6 of the Standard Specifications for Public Works Construction.

Observation of Job Site: The Contractor shall assign a person to drive and observe the job site at least **once a day during weekend and holidays to ensure that the safety of the public**, both motoring and pedestrian, is maintained. The name and telephone number of the person assigned shall be supplied to the Engineer of the City of Carson prior to start of any work.

Full compensation for conforming to the requirement of this provision shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed

#### **F. DEFINITION OF BID ITEMS**

The lump sum and unit prices to be paid for the items listed in the Bid and as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details shown on the Plans, as specified herein, and as directed by the Engineer of the City of Carson.

All incidental work which is neither shown on the Plans nor otherwise specified, and which is necessary to complete the construction of improvements as shown on the Plans and as specified herein, shall be furnished and installed as though such work were shown on the Plans or specified, and no additional compensation will be allowed, therefore.

Existing improvements in areas adjoining the property wherein demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In a like manner any building, structure, grass, tree, shrub, irrigation system or other item on the property where demolition and removal is being performed shall be similarly protected and preserved or replaced in kind by and at the Contractor's expense.

**PROJECT NO. 1393-5 & 1411-5: AVALON BOULEVARD, LOMITA BLVD  
TO E. 233 RD STREET****BID ITEM NO. 1: BONDING, INSURANCE, AND MOBILIZATION (CARSON  
GENERAL CONDITIONS)**

Contractor shall provide necessary bonds, insurance, financing, moving equipment to the job site, establish storage areas, demobilization and preparing an approved work schedule and other documents and plans as required.

Payment for these items shall be at the contract lump sum price and no additional compensation will be allowed. The total cost for this bid item shall not exceed 10% of the total contract amount. The City will make the necessary adjustment to determine the total amount bid based on the arithmetically correct Bid.

**BID ITEM NO. 2: COLD MILL AC 2”**

This Bid Items shall include the uniform cold milling of existing AC at a depth of approx. 2” within the roadway, and approximately 4”-6” at dig-out areas (See Bid Item No. 6) depending on the actual existing AC depth to reach the existing crushed aggregate subgrade base (CAB) and shall be performed in accordance with Subsection 302-5.2, “Cold Milling Asphalt Concrete” of the Standard Specifications.

Also, asphalt removal by cold milling and hauling away to recycling facilities is included in this bid item and shall include removal of existing materials to grade. The Contractor shall implement whatever measures are practical during removal operations to maintain the existing sub-grade integrity. Any sub-grade disturbed or removed due to the Contractor not using the extra care outlined for his convenience, shall be graded and compacted to a Min. 95% relative compaction, to the required elevations at no cost to the City.

Fabrics or materials such as Petromat or Macadam Material within the project reconstruction areas, if any, shall be removed and disposed as part of the of unit price bid listed under a separate Bid Item No. 19 which is a deletable item.

Payment for these items is at the price bid per Square Foot (S.F.) and shall be considered as full compensation for performing all work as specified herein and no additional compensation will be allowed therefore.

**BID ITEM NO. 3 (DIG-OUT SECTIONS): CONSTRUCT ASPHALT HOT MIX (AHM)  
BASE COURSE**

This item consists of removal of any remaining cracked and/or damaged asphalt after cold milling 2" of AC, digging 10" of AC and/or base course, and then furnishing and laying-down a minimum of 6.0 inches of base and 4.0 inches thick compacted Asphalt (AHM) Base Course.

Payment for these items is **at the price bid per unit S.F.** and shall be considered as full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

**BID ITEM NO. 4 (PRIVATE DRIVEWAYS): REMOVE 4" MINIMUM AC AT THE BACK OF DRIVEWAYS ON PRIVATE PROPERTY AND RECONSTRUCT**

This item consists of removing 4" minimum AC at back of driveway approaches that are subject to and reconstruction (Bid Item 16) and reconstructing driveway per industry standard to ensure proper slopes to meet ADA requirements.

The contractor is responsible for determining the extent of the removal to ensure proper slopes that meet ADA requirements. Additionally, the contractor is responsible for the removal and replacement of any barriers within the private or public right of way as necessary.

Payment for these items is **at the price bid per unit S.F.** and shall be considered as full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

**BID ITEM NO. 5 (PRIVATE DRIVEWAYS): REMOVE PCC IMPROVEMENTS IN BACK OF DRIVEWAYS ON PRIVATE PROPERTY AND RECONSTRUCT**

This item consists of removing PCC improvements at back of driveway approaches that are subject to and reconstruction (Bid Item 16) and reconstructing driveway per industry standard to ensure proper slopes to meet ADA requirements.

Payment for these items is **at the price bid per unit S.F.** and shall be considered as full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.

**BID ITEM NO. 6: ASPHALT RUBBER HOT MIX (ARHM) FINISH COURSE**

This item consists of supplying and placing asphalt concrete pavement in accordance with the provisions of Section 302-5, "Asphalt Concrete Pavement" of the Standard Specifications except as modified and supplemented below:

Asphalt concrete construction shall conform to Section 200, 203, 302 and 400 of the Standard Specifications, Section 92 of the Caltrans Standard Specifications and these Special Provisions.

Tack coat is required, and the cost thereof shall be included in the bid price paid per ton for asphalt concrete.

The required AC mix designs shall be as follows:

<b>Base Course</b>	<b>Class B</b>	<b>3/4" PG 64-10</b>
<b>Leveling Course</b>	<b>Class D2</b>	<b>3/8" PG 64-10</b>
<b>Surface Course</b>	<b>Class C2</b>	<b>1/2" PG 64-10</b>
<b>ARHM GG-C</b>	<b>Class (1/2")</b>	<b>PG 64-16</b>
<b>Crack Filler</b>	<b>Class F</b>	<b>PG 64-10</b>

The pavement base course shall be Type B PG 64-10 RAP asphalt concrete shall be laid in lifts with a maximum of 4 inches thick compacted.

Section 302-5.5 entitled "Distribution and Spreading" of the Standard Specifications shall be modified as follows:

Successive courses shall not be laid upon previously laid courses until 24 hours after the previous course was laid.

The Contractor shall construct temporary asphalt concrete ramping with a slope of 1:1 at the edge of open excavation if all of the following occur:

1. Clearance between travel lane and open excavation is less than five (5) feet,
2. Excavation depth is six (6) inches or deeper, and
3. If open excavation will last for more than 48 hours,

Payment for the construction and removal of temporary asphalt concrete shall be included in other items of work involved and no additional compensation will be allowed therefore.

The cracks shall be blown clean to expose the depth of the crack as much as possible. Cracks that are 1/4-inch and larger shall then be routed with power router equipment. In areas that are severely alligatored, whereby routing would cause further damage to the surrounding pavement, causing chunks or pieces of asphalt to come apart shall not be further routed; in those areas air blowing is sufficient. All cracks that have been routed or air-blown for exposure of a 1/4-inch width then are nozzle-filled with an emulsified asphalt and sand. Emulsified asphalt and sand shall conform to Subsection 203-3 and 302-2.4. The sand admixture screening shall be medium time.

A tack coat shall be applied to all surfaces that will be in contact with the asphalt surfacing. The tack coat shall consist of SS-1H emulsified asphalt at an approximate rate of .05 to .10 gallons per square yard shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete. It shall be furnished and applied in accordance with the requirements of Section 203-3 and 302-5 of the SSPWC. The exact rate of application will be determined by the City Engineer. The tack coat shall be applied only so far in advance of paving or surfacing as ordered by the Engineer.

All petroleum, gas, water and other underground utility covers, valve cans and lids, within the areas to be paved shall be adjusted to grade in accordance with the requirements of their respective owners. Reference the bid item 11 for adjustment to grade of petroleum, gas, water and other underground utility covers, valve cans and lids. The Contractor shall clean the interiors of all debris. It is the Contractor's responsibility to verify the number and location of these structures and to notify the owners thereof prior to doing this work.

The contractor shall have a minimum of three operational rollers including two vibratory rollers on the job site. The vibratory roller shall be used during the breakdown rolling operation. The rollers shall conform to the requirements of the SSPWC. Relative compaction shall be subject to testing by a certified testing laboratory by the City of Carson. The contractor shall be subject to a financial penalty should the compaction requirements fail to be met.

Upon completion, the pavement shall be true to grade and cross section. When a ten-foot (3m) straight-edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight-edge more than 1/8 inch (3mm), except at intersections or at changes of grade. Any areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. However, if the paving material has been cooled below the lower limits of the spreading temperatures prescribed in Subsection 302-5.5, "Distribution and Spreading", the surface of the pavement shall be brought to a true grade and cross section by removing the pavement material in the areas to be repaired, by an approved method, to provide a minimum laying depth of one-inch (25mm) of new pavement material at the joint line. Repairs shall not be made to pavement surfaces by feather-edging at joints.

Work determined by the Engineer to conform to the requirements specified herein will be paid for at the contract price per ton for Asphalt Concrete subject to a compensation adjustment based on the relative compaction result from each lot tested in accordance with the following table:

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	1.000	93.4	0.938
94.9	0.998	93.3	0.932
94.8	0.996	93.2	0.925
94.7	0.994	93.1	0.918
94.6	0.991	93.0	0.910
94.5	0.988	92.9	0.902
94.4	0.985	92.8	0.892
94.3	0.982	92.7	0.882
94.2	0.978	92.6	0.871
94.1	0.974	92.5	0.858
94.0	0.970	92.4	0.843
93.9	0.966	92.3	0.825
93.8	0.961	92.2	0.804
93.7	0.956	92.1	0.775
93.6	0.950	92.0	0.700

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
93.5	0.944		

Lot sizes are as described in California Test Method 375. Asphalt in a lot that is accepted on the basis of reduced payment will be paid for at the contract price paid for Asphalt Concrete multiplied by the above factors if the lots are within the range of the above table. Should the lot test indicate a relative compaction value of 91.9% or less, the lot shall be removed and replaced at Contractor's sole expense.

A lot will generally be considered the area of asphalt concrete placement performed in one continuous operation in a given day unless otherwise approved by the Engineer. A lot shall consist of approved paving material from only one asphalt concrete production plant. Should asphalt concrete from more than one source (or plant) be used in any single paving operation, the highest reference maximum density shall be used for determination of Relative Compaction; More than one paving operation (one for each source of material) may be performed if equipped as a separate operation and is approved by the Engineer.

Payment for unclassified excavation required for Sawcutting, excavating, removing, hauling, disposing of existing Asphalt Concrete (AC), Portland Cement Concrete (PCC), any other Pavement Surface(s), and base/cement treated base and subgrade materials shall be considered as included in the bid price paid under various bid items and no additional compensation will be allowed therefore.

Existing geotextile fabrics such as Petromat or Macadam Material within the project reconstruction areas shall be removed and disposed as part of the of unit price bid listed under a separate Bid Item No. 20.

Payment for this item at the price bid per unit TON shall be considered full compensation for performing all work as specified herein and no additional compensations shall be allowed therefore.

#### **BID ITEM NO. 7: ADJUST MANHOLE OR VAULT TO GRADE**

This item consists of the adjustment of existing manhole frames and vault lids to the new finished grade within the roadway. This item shall also include reconstruction of manhole rings and cone where necessary to make the grade adjustment. This item includes existing sanitary sewer and storm drain manholes and other utilities vaults and covers.

The Contractor shall use high-early strength concrete, the addition of calcium chloride to cement concrete mix is not allowed. The Pozzoloth Normal provided shall meet the requirements of ASTM C-494 for water reducing admixtures, and shall be added at a rate of four ounces (liquid) per sack of cement. In additional, the amount of water required for the mix shall be reduced by 15 percent.



The Contractor shall excavate, remove, and set the frame and covers, and backfill the resulting hole around manhole with Portland Concrete Cement to within 1-½ inches of the finished surface within one working day of overlay operations. To allow curing of concrete, the barricading time shall be 24 hours. Asphalt concrete used for paving around manholes shall be Class C2 PG 64-10 asphalt concrete OR Class C2 PG 64-16 rubberized asphalt.

Where adjustment of the manhole requires reconstruction of the manhole ring and/or cone, the Contractor shall excavate to the grade necessary to remove and replace the manhole ring and cone sections.

After installing the manhole ring, cone, grade rings and manhole frame set to grade, backfill around manhole with crushed miscellaneous base and compact to 95% relative density to within five inches of finish grade. Pave around manhole with 5 inches of asphalt concrete Class C2 PG 64-10 asphalt concrete OR Class C2 PG 64-16 rubberized asphalt.

Subsections 302-1.6, 301-1.6, 301-1.7, and 302-5.8 of the Standard Specifications shall be applied for the reconstruction and resetting of existing manholes owned by the County Sanitation District, and shall be amended and supplemented by the following:

**The Contractor shall notify the County Sanitation District, telephone number (562) 699-7411, two working days prior to starting any work involving the District's manholes.**

The Contractor shall provide and place a suitable temporary cover plate for the manhole. Following completion of paving operations, the Contractor shall remove the pavement and base material from the surrounding area, remove the temporary cover plate and remove any construction debris that may have accumulated in the manhole. The Contractor shall then adjust the manhole to final grade, backfill, and pave the surrounding area.

Attention is directed to Section 3-2 & 3-2.2.3 of the Standard Specifications. Unit price bid for this item shall be considered the Agreed Bid Unit Price in payment for increased/ decreased quantity by 25% of original Bid quantities with no adjustment of payment for this change.

Payment for this item at the price bid per unit each (EA.) shall be considered as full compensation for doing all work as specified herein, including performing work adjacent to or to expedite adjustment of manholes owned by the District, and no additional compensation will be allowed therefore.

**BID ITEM NO. 8: ADJUST GAS, WATER, OIL, MONITORING WELL, VALVE BOX OR OTHER SIMILAR UTILITY COVERS TO GRADE**

This item consists of the adjustment to grade of existing utilities valve boxes, gas or oil valve boxes or other similar utility covers within the roadway. The Location quantity list may not indicate the locations of all meter boxes and valve boxes as herein before specified. Hereinafter, for the specification of this item, all boxes for the various utility meters or valves shall be termed as "box" or "enclosure". The Contractor shall, nonetheless, be responsible to make adjustment to all such boxes whereby the existing roadway will be raised in elevation by new pavement

surface or sidewalk grade. The Contractor shall be responsible, prior to bid, to make a site investigation and verify the scope of work for this item, taking an accurate count of all such boxes that will receive an adjustment for grade.

The Contractor shall use appropriate equipment and hand tools necessary to excavate for the full depth of the existing box or enclosure such that the enclosure may be adjusted to grade. Excavation shall be complete and circumferential such that a minimum of six inches of clear space is created between the outer wall of the enclosure and the existing grade profile. If the enclosure has an existing adjustable upper sleeve, excavation is necessary only to provide for adjustment of the upper sleeve. The sides of the enclosure shall be thoroughly cleaned. The enclosure shall then be adjusted to proper grade, with the sides of the enclosure properly compacted with crushed miscellaneous base to 95%. The Contractor may elect to provide a new traffic rated sleeve collar that has a traffic-rated cover with an appropriate stamp on top of the cover.

As an option, instead of compacting CAB/Class 2 aggregate base, the Contractor may use high early strength concrete to fill the spaces between the enclosure and adjoining grade. The Pozzolite provided shall meet the requirement of ASTM C-494 for water reducing admixtures, and shall be added at a rate of four ounces (liquid) per sack of cement. In addition, the amount of water required for the mix shall be reduced by 15 percent.

Prior to asphalt reconstruction, asphalt overlay or any other work which will cover existing valves, cleanouts and manholes, the Contractor shall tie down with distances the locations of each and all valves, cleanouts and manholes within the construction area to three or more permanent objects not subject to removal and give the information to the Engineer. Full compensation for providing valve, cleanout and manhole information shall be considered as included in the contract unit price paid for raising said items to grade and no additional compensation will be allowed.

Attention is directed to Section 3-2 & 3-2.2.3 of the Standard Specifications. Unit price bid for this item shall be considered the Agreed Bid Unit Price in payment for increased/ decreased quantity by 25% of original Bid quantities with no adjustment of payment for this change.

Payment for this item at the price bid per unit each (EA.) shall be considered as full compensation for doing all work as specified herein, including performing work adjacent to or to expedite adjustment of manholes owned by the District, and no additional compensation will be allowed therefore.

**BID ITEM NO. 9: REMOVE AND CONSTRUCT ACCESS CURB RAMPS**

**[DELETABLE]:**

This work consists of furnishing all necessary labor, materials, and equipment to remove and dispose of all existing interfering pavement, cross gutter spandrels and curb and gutter, sidewalk and construct new Portland Cement Concrete (PCC) curb ramp over 4" of Class 2 Aggregate Base and as indicated on the plans.

All new concrete shall be placed within five (5) working days after removal of existing concrete. All work relating to Access curb ramps, (affected) Cross Gutters shall be performed in accordance with Section 303-5, of the Standard Specifications. Concrete for Access Curb Ramps shall be 560-C-3250. All concrete work shall be finished in texture, scoring, banding in generally the same manner as the adjacent existing improvements, unless specified.

Access curb ramp areas defined for payment is the area bounded by the outside of the ramp's grooves. Access curb ramps shall conform to Caltrans Standard No. A88A with Cast-in Yellow Raised Truncated Dome (Detectable Warning Surface), manufacturers to be approved by the Engineer, and as modified herein. The type of access curb ramp case that shall be constructed at specific locations will be identified on a reference page (typical details). Contractor shall follow such reference page, and shall verify limits of improvements with the Public Works inspector.

For access ramp construction, the contractor shall sawcut, remove and dispose of existing sidewalk, native material and curb and gutter. The area for the sidewalk replaced shall be excavated, graded backfilled and compacted with 4 inches of Class 2 Aggregate base (CMB). The area for the curb & gutter replacement shall be excavated, graded backfilled and compacted with 6 inches of crushed aggregate base (CAB) in accordance with City of Carson Std. No. 108 and 108A as modified herein, compacted to a Min. of 95% relative compaction. New access curb ramp shall be framed and poured before pouring the ramp area. Asphalt concrete 12" strip shall be replaced and shall be D2-PG 64-10, thickness to match existing A.C. section +1" (Min.4" A.C.) as modified herein.

Where cross gutter, PCC pavement or curb and gutter is not being replaced adjacent to wheelchair ramp construction, payment for wheelchair ramp per each (EA) shall include the curb and/or gutter adjacent and no additional compensation will be allowed therefore.

Payment for this item at the price bid per each (EA) shall include Truncated Dome Panel, the removal of adjacent (affected) curb and/or gutter, spandrel, cross gutter and sidewalk and full compensation for all materials, equipment, tools, labor, and incidentals required and no additional compensation will be allowed therefore.

**BID ITEM NO. 10: TRUNCATED DOME PANEL [DELETABLE]:**

On existing access curb ramps that require installation of Detectible Warning Surface Tiles (Truncated Domes) only, contractor shall use "Surface Applied" type of Truncated Domes. Contractor shall provide a submittal of such items for review and approval of the City Engineer or his designee.

Contractor shall furnish and install truncated dome panels in accordance with Section 303-5 and 400-3 of the Standard Specifications and Special Provisions.

Truncated dome panels shall conform to Caltrans Revised Dual Units Standard Plan RSP A88A and A88B. Truncated dome panels shall be 3'x4' or 3'x5' in size (varies per case

detail plan).

The orientation of the dome patten for all panels shall be parallel with the panel edges.

The color of the truncated dome panels shall be yellow conforming to Federal Color No. 33538.

Truncated dome panels shall be manufactured and installed in accordance with Appendix "A" "Section 09310 Cast in Place Tactile/Detectable Warning Surface Tile"/manufacturers specifications.

Payment for this item at the price bid per each (EA) shall include all materials, equipment, tools, labor, and incidentals required and no additional compensation will be allowed therefore.

### **BID ITEM NOS. 11: REMOVE AND RE-CONSTRUCT CONCRETE SIDEWALKS,**

These items consist of the removal and reconstructions of existing sidewalk. All work relating to sidewalks, cross gutter spandrels and driveway approaches shall be performed in accordance with Section 303-5, of the Standard Specifications. Concrete for Sidewalks shall be 560-C-3250. Where existing like improvements exist and are noted on the plans for reconstruction, the demolition, removal of existing materials, including tree roots, and grading to proper grades and installing variable thickness CAB and/or CMB under PCC per City of Carson Std. Drawings, shall be performed as part of the unit price under this bid item.

Existing improvements under sidewalk curb drains (parkway drains) shall be removed and replaced in-kind as part of the of unit price bid of re-constructed sidewalks, unless it is listed under a separate bid item. Also included in this bid items are adjustments of affected utility covers/boxes (water meters, electrical pull boxes, vault lids etc.) Where sidewalk reconstruction is adjacent to existing tree wells, the tree wells shall be reconstructed per the latest City of Carson Tree Well Standard, Appendix B.

If the sidewalk is designated for replacement as per the plans or marked by the city, the contractor must remove any natural or artificial objects (including tree roots) that may obstruct the proper installation or placement of the subgrade, base, sidewalk. Once the designated area marked by the city is excavated, the contractor is required to notify the city inspector ir engineer for a review of the tree roots' condition and decide whether the roots need to be shaved or removed. Following the engineer's approval, the contractor may proceed with the installation of the new sidewalk and/or curb and gutter.

Class 2 or Crushed Miscellaneous Base (C.M.B.) shall be placed under sidewalks to a depth that varies between 4"to 8" and shall be included in the unit bid price for each of these items, and as shown in the City of Carson Standard Plans No. 108A, 111,112, 113,114,119B,128, 301 and Caltrans Standard Plan A88A or as modified herein.

The concrete improvements of the 4' ADA Path- 2% Max. slope- adjacent to the driveway approach slope is considered and paid per price bid of sidewalks as modified herein.

The concrete can only be poured once the city inspector or engineer has received a passing soils test report. CAB shall not be placed until approved by the Engineer.

Full compensation for doing all work involved in protecting and preserving improvements on private property shall be considered as included in the cost of appurtenant work and no additional compensation will be allowed, therefore.

Payment for this item at the price bid per square foot (S.F.) shall include: CAB or Class 2 CMB. Also, this bid item includes adjusting utility boxes within the parkway to grade, and shall be considered as full compensation for performing all work as specified herein and no additional compensation will be allowed therefore.

Payment for laying and compacting crushed aggregate base CAB or Class 2 CMB, when applicable, including scarifying 6" thickness of the existing sub-base and re-compaction per geotechnical engineer's recommendation, shall be compensated under this bid item. Work shall be performed in accordance with Section 301 of the Standard Specifications. Subgrade and backfill materials shall be compacted to minimum 95% relative compaction and shall be brought to within 2% of the optimum moisture content. Finished subgrade shall not deviate more than 0.05 foot from the theoretical grading plane and must be firm and unyielding.

**BID ITEM NOS. 12: REMOVE AND RE-CONSTRUCT CONCRETE CURB AND GUTTER AND CROSS GUTTER SPANDREL**

This item consists of the removal and reconstructions of existing concrete curb and gutter and cross gutter spandrel. All work relating to Concrete Curbs and Gutters and Cross Gutter Spandrels shall be performed in accordance with Section 303-5, of the Standard Specifications. Concrete for Curb/Gutters, Cross Gutter Spandrels shall be 560-C-3250. Where existing like improvements exist and are noted on the plans for reconstruction, the demolition, removal of existing materials, including tree roots, and grading to proper grades and installing variable thickness CAB under PCC per City of Carson Std. Drawings, shall be performed as part of the unit price under these bid items.

If the curb and gutter are designated for replacement as per the plans or marked by the city, the contractor must remove any natural or artificial objects that may obstruct the proper installation or placement of the subgrade, base, curb and gutter. Once the designated area marked by the city is excavated, the contractor is required to notify the city inspector for a review of the tree roots' condition and decide whether the roots need to be shaved or removed. Following the engineer's approval, the contractor may proceed with the installation of the new curb and gutter.

If the curb and gutter are designated for replacement according to the plans or marked by the city, the contractor must remove any natural or artificial objects that could obstruct the proper installation or placement of the subgrade, base, sidewalk, and/or curb and gutter. Once the designated area marked by the city is excavated, the contractor is required to notify the city inspector to review the condition of the tree roots and determine whether they need to be shaved

or removed. After obtaining approval from the engineer, the contractor may proceed with the installation of the new curb and gutter.

**Contractor's surveyor shall establish flow line to suit existing site conditions and submit to the Engineer. Curb & Gutter and cross gutter flowline elevations must be surveyed in 10' intervals by the Contractor prior to removal to determine the proper flow line.**

Crushed aggregate base (C.A.B.) shall be placed under curb and gutters, to a depth of 6" and shall be included in the unit bid price for this item, and as shown in the City of Carson Standard Plans No. 108A, 111,112, 113,114,119B,128, 301 and Caltrans Standard Plan A88A or as modified herein. Curbs placed directly on concrete do not require base material.

Concrete shall be removed to neatly sawed edges with saw cuts made for the full depth of the concrete or asphalt concrete.

Flow lines for curb and gutter construction shall be "straight grade".

Replacement of existing curb and gutter shall be per City of Carson Standard Plan No. 108, 108-A modified as follows:

For concrete improvements adjacent to existing AC pavement to remain, the removal of a 12" wide strip of pavement and base to the depth of the concrete improvement shall be replaced with full depth AC. Full depth AC pavement shall be included in the unit bid price of that specific bid item.

The concrete can only be poured once the city inspector or engineer has received a passing soils test report.

Full compensation for doing all work involved in protecting and preserving improvements on private property shall be considered as included in the cost of appurtenant work and no additional compensation will be allowed therefore.

Payment for this item at the price bid lineal foot (L.F.) shall include: CAB and 12" strip of AC along the Lip of gutter. Also, this bid items include adjusting utility boxes within the parkway to grade, and shall be considered as full compensation for performing all work as specified herein and no additional compensation will be allowed therefore.

Payment for laying and compacting crushed aggregate base CAB, when applicable, including scarifying of 6" thickness of the existing sub-base and re-compaction per geotechnical engineer's recommendation, shall be compensated under this bid item. Work shall be performed in accordance with Section 301 of the Standard Specifications. Subgrade and backfill materials shall be compacted to minimum 95% relative compaction and shall be brought to within 2% of the optimum moisture content. Finished subgrade shall not deviate more than 0.05 foot from the theoretical grading plane and must be firm and unyielding.

**BID ITEM NOS. 13: REMOVE AND RE-CONSTRUCT CONCRETE DRIVEWAY APPROACHES**

This item consists of the removal and reconstructions of driveway approaches. All work relating to driveway approaches shall be performed in accordance with Section 303-5, of the Standard Specifications. Concrete for Driveway Approaches shall be 560-C-3250. Where existing like improvements exist and are noted on the plans for reconstruction, the demolition, removal of existing materials, including tree roots, and grading to proper grades and installing variable thickness CAB under PCC per City of Carson Std. Drawings, shall be performed as part of the unit price under this bid item.

Existing improvements under driveway approach (parkway drains) shall be removed and replaced in-kind as part of the of unit price bid of re-constructed driveway approach unless it is listed under a separate bid item. Also included in this bid items are adjustments of affected utility covers/boxes (water meters, electrical pull boxes, vault lids etc.) Where driveway approaches reconstruction is adjacent to existing tree wells, the tree wells shall be reconstructed per the latest City of Carson Tree Well Standard, Appendix B.

If the driveway approaches are designated for replacement as per the plans or marked by the city, the contractor must remove any natural or artificial objects that may obstruct the proper installation or placement of the subgrade, base, driveway approach. Once the designated area marked by the city is excavated, the contractor is required to notify the city inspector for a review of the tree roots' condition and decide whether the roots need to be shaved or removed. Following the engineer's approval, the contractor may proceed with the installation of the new driveway approach.

The concrete can only be poured once the city inspector or engineer has received a passing soils test report.

Full compensation for doing all work involved in protecting and preserving improvements on private property shall be considered as included in the cost of appurtenant work and no additional compensation will be allowed, therefore.

Payment for these items at the price bid per square foot (S.F.) shall include: CAB. Also, these bid items include adjusting utility boxes within the parkway to grade, and shall be considered as full compensation for performing all work as specified herein and no additional compensation will be allowed therefore.

Payment for laying and compacting crushed aggregate base CAB, when applicable, including scarifying of 6" thickness of the existing sub-base and re-compaction per geotechnical engineer's recommendation, shall be compensated under this bid item. Work shall be performed in accordance with Section 301 of the Standard Specifications. Subgrade and backfill materials shall be compacted to minimum 95% relative compaction and shall be brought to within 2% of the optimum moisture content. Finished subgrade shall not deviate more than 0.05 foot from the theoretical grading plane and must be firm and unyielding.

CAB shall not be placed until approved by the Engineer.

**Portland Cement Concrete**

All concrete work at a specific location shall be completed within five (5) calendar days from removal of P.C.C. improvements to pouring and finishing the P.C.C. replacement. No work location shall remain open over a weekend or holidays unless prior approval by the Engineer/City's inspector is obtained.

For all concrete work specified herein, the provisions of Subsection 303-5 "Concrete curbs, walks, gutters, cross gutters, alley intersections, access, ramps and driveways" of the Standard Specifications for Public Works Construction, shall apply except as modified and supplemented herein.

Concrete shall be Class 560-C-3250 for cross gutter, alleys intersections and concrete pavement section as defined in Subsection 201-1.1, "General", having a Combined Aggregate Grading of "C" (for one-inch maximum) as listed in Section 201-1.3.2.

All Portland Cement Concrete improvements constructed per this item shall be cured with Type I curing compound as specified in Subsection 201-4 "Concrete Curing Material".

**BID ITEM NO. 14: REMOVE AND REPLACE CONCRETE PAVEMENT**

This item consists of the removal and reconstruction of existing concrete pavement after tilling (scarifying) of existing base of approx. 8" thick and re-compacted to 95%. Also, includes sawcutting, removal of concrete including reinforcements (rebars) and hauling of said removals.

The construction of new concrete pavement shall be performed in accordance with Section 302-6 Portland Cement Concrete Pavement of the Standard Specifications and Caltrans Standard Plans No. P3A. Concrete for concrete pavement shall be 560-C-3260 and shall adhere to Section 201-1, 201-2 & 201-3 of the Standard Specifications in its entirety.

Payment for this item at the price bid per cubic yard (CY) shall include: removal and hauling of removed items, tilling (scarifying) and recompactig of existing base, joint fillers and shall be considered as full compensation for performing all work as specified herein and no additional compensation will be allowed therefore.

**BID ITEM NO. 15: TREE REMOVAL AND DISPOSAL AND STUMP GRINDING & TREE PLANTING [DELETABLE]**

After coordinating with City's Tree Maintenance Supervisor (310) 847-3520 and trying to save all possible trees, remove existing trees at locations marked by the City and /or indicated on the project plans/quantity, location list.



Removal shall be done by a contractor specializing in tree removal and tree planting. The removal shall be such that the trunk and roots of the trees shall be removed to a depth of two feet (2') below existing grade. If necessary, an appropriate area of asphalt pavement or concrete adjacent to the existing tree shall be sawcut to facilitate the excavation and tree trunk and roots removal. In some cases, it may be necessary to trim the tree prior to root pruning. The Contractor shall remove all roots to a minimum depth of 24 inches and remove all surface roots 4-5 feet radius within the public right of way and on private property. After cutting the tree trunk at the two feet depth, a chemical approved by the City's Tree Maintenance Supervisor shall be injected into the roots and surrounding soil to exterminate the tree. The hole shall then be backfilled with soil and capped with the appropriate adjoining surface material: asphalt concrete, concrete or other.

This item shall conform to subsection 300-1 and shall include tree removal, disposal, backfilling and performing all work specified herein, shall be included in the unit price for this item.

New Tree Wells and adjustments to existing tree wells shall be per Typical Details. All work associated with tree wells shall be included in the sidewalk bid item.

Root injections shall only be performed of species of tree known to re-sprout from severed roots; Ulmus, Schinus, and Cupaniopsis are examples of such trees.

Trimming shall not be done to reduce canopy for root pruning

Where trees are to remain in the vicinity of the improvements whether on private or public property, the contractor shall prune roots carefully per ANSI A300 – 8 Root pruning, i.e., not less than 6 x DSH from the trunk to avoid unnecessary damage to the tree. The contractor shall contact the City's Tree Maintenance Supervisor (310) 847-3520, prior to any root pruning for confirmation of the size and extent of roots and possible damage. In some cases, it may be necessary to trim the tree prior to root pruning. The cost of root pruning shall be included in the unit price bid for the improvements.

The contractor shall contact the City's Tree Maintenance Supervisor (310) 847-3520 for replacement 24" box tree prior to bring to site.

Payment for this item is included in the unit price Bid paid based on Diameter Shoulder Height (DSH) of the various tree diameters for this item. Full compensation for all additional materials and labor not specified which is necessary to complete the construction shall be considered included in the unit price paid for this item and no additional compensation will be allowed therefore.

## **BID ITEM NO. 16: MAXWELL DRYWELL DRAINAGE SYSTEM**

### **PART 1 - GENERAL**

#### **Work Specified Herein**

All labor, materials, equipment and services necessary to furnish and install the drainage system as indicated or specified, per the attached detail.

### **Substitutions and "Equals"**

See subsequent Exhibit A

### **Quality Assurance**

Specification is based on *MaxWell*® stormwater drywells. The owner shall employ, at his expense a qualified, licensed contractor to construct and install the drywells which shall be Torrent Resources, Inc., California or a prior approved A-General Engineering Contractor with not less than three successfully completed contracts with similar soil conditions, depths and volumes of work contained in this project. Submit satisfactory compliance to owner prior to issuance of contract.

### **Site Investigation**

Bidders are expected to visit the site to form their own conclusions as to the character of the work under this section.

Stake out all work and verify as to location and elevation. Carefully maintain all benchmarks, monuments and other reference points; if disturbed or destroyed, replace as directed.

### **Final Drywell Depth**

The final drywell depth shall be determined by the minimum penetration requirement, and may vary from the base drywell depth. In accordance with applicable drainage ordinances and to ensure proper drainage, a minimum penetration of ten (10) feet into clean permeable porous soils continuous to the termination of the well is required.

**PART 2 - PRODUCTS****Materials**

- Pre-cast Liner.** Reinforced 4000 PSI concrete. 48" I.D., 54" O.D. with eight (8) 1.25" diameter holes per foot where noted.
- Manhole Cone.** Pre-cast, conforming to ASTM C478 with modified flat bottom.
- Overflow Pipe.** Minimum 6" I.D. Schedule 40 Poly Vinyl Chloride (PVC) solid wall
- Brackets.** Formed 12 gauge steel, fusion bonded epoxy coated.
- Drainage Pipe.** 100 PSI minimum PVC pipe or HDPE highway grade pipe, mated to the overflow pipe with a suitable coupling.
- Rings and Grates.** 30"Ø minimum nominal metal castings conforming to TRI #2030-B Specifications. The rings and grates shall be bolted in two (2) locations and suitable for light traffic with "Storm Water Only" cast into the grating surface.
- Rock.** Clean washed rock uniformly graded between 3/8" and 1 1/2", sized to best compliment soil conditions.
- Drainage Fabric.** Mirafi 140NL fabric or approved equal.
- Drainage Screen.** Minimum 6" I.D., Schedule 40 PVC slotted screen with 0.120 slots continuous, with a minimum of 160 slots/foot. 96" overall length, with a suitable coupling.
- Debris Shield.** Rolled 16 gauge steel x 24" length, with rolled 16 gauge x .265" maximum SWO flattened expanded steel internal screen x 12" length. Fusion bonded epoxy coated. Equipped with anti-siphon vent, and screen.
- Moisture Membrane.** Polyethylene liner with 6 mil. thickness, conforming to ASTM D-2103.
- Absorbent.** Hydrophobic petrochemical sponge with minimum four (4) quart capacity used in all main well and inlet chambers.

**PART 2 - PRODUCTS (Continued)****Interceptor/Existing Well Connecting Pipe**

Four-inch I.D. Schedule 40 PVC solid wall pipe, with screened inlet and flow regulator.

**Trench Backfill / Chamber Encasement**

Connecting pipe trench backfill and stabilizing envelope around chambers shall be two (2) sack ABC concrete slurry, extending from trench bottom to beneath asphalt paving for the entire trench length including the annular space around the well chambers; areas surrounding the upper portion of the interceptor and drywell chamber shall also be backfilled with slurry.

**Concrete/Pipe Connections**

All pipe inlets in pre-cast liner or concrete structure shall be sealed with Speed-Crete® or approved equal. Connecting pipe should not exceed 4" in diameter for single-chambered wells, or 24" for dual-chambered systems.

**PART 3 - EXECUTION****Installation**

Install units at locations indicated in strict accordance with manufacturer's printed instructions.

The drilled holes shall be of the diameter shown on the plans. Reaming or piloting is only allowed for the settling chamber excavation, and the hole shall be drilled in a manner to maintain maximum permeability of soils.

The drainage pipe and drainage screen shall be suspended during backfilling operations. The rock backfill shall be placed with care to prevent buckling or breakage of the drainage pipe and screen.

The pre-cast liner shall be centered in the drilled shaft, and the sections carefully aligned to maximize the bearing surfaces of the liner walls.

Filter fabric shall be placed at the bottom of the settling chamber. The filter fabric shall be placed tightly against the pre-cast liner and overflow pipe.

**PART 3 - EXECUTION (Continued)**

Pavement removal shall be outlined with clean sawcut edges. Jack-hammered or rough edges are not acceptable.

Asphalt paving in light traffic areas shall be a minimum of 3" thick hot rolled over 3" ABC compacted subgrade, or two (2) sack slurry trench backfill.

Concrete paving in light traffic areas shall be a minimum of 4" thick reinforced class A Portland cement concrete, over 3" ABC compacted subgrade or two (2) sack slurry trench backfill.

The ring and grate shall be set to the rim elevation shown on the plans or to match existing grades, and shall be secured to the cone with mortar.

Upon completion of each drywell, a layer of UV stabilized Mirafi 100X fabric shall be placed over the grated inlet and banded in place. The fabric shall not be removed until after paving and landscaping operations are completed.

Install polyethylene membrane over the top of the rock fill.

Clean up all debris and remove all excess excavated soil from the site and legally dispose of same.

**Obstructions**

If rock, boulders or other unforeseen obstructions are encountered which cannot be removed by standard drywell excavation methods, and if such obstructions are not indicated by available subsurface data, removal of such obstructions will be paid for in accordance with the terms of the contract relative to changes in the work.

**Classification of Rock**

Rock or rock-like soils are defined as material which cannot be drilled with a conventional bucket auger equipped with standard teeth, and that require the use of carbide teeth, special rock core barrels, air tools, blasting and/or other methods of special excavation.

**EXHIBIT A - SUBSTITUTIONS AND "EQUALS"**

- 1.1 When a product (i.e., any material, process or equipment) is specifically identified by patent or proprietary name, trade name or by name of manufacturer - and regardless of whether or not is followed by the words "or equal", "or approved equal" or "or equivalent" - it is done to establish a minimum standard of quality for protection of Owner, is intended to be descriptive and is not intended to limit competition or to restrict the use of materials which may be equal to or better than the named product.
- 1.2 A bidder may substitute an alternative product for a product specifically identified, provided that: (a) the alternative product is specifically identified in the bid; (b) the alternative product is equal to or better than the specified product in all essential characteristics; and (c) prior approval of the alternative product has been obtained from the City Engineer (or, where applicable, the Architect or Engineering Consultant retained by the City of the specific project).
- 1.3 A bidder desiring to substitute an alternative product for a product specifically identified shall submit a written request for prior approval to the City Engineer (or, where applicable, the Project Architect or Engineering Consultant) at least ten (10) days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the identified product for which substitution is proposed and a complete description of the proposed alternative product, including (a) the name or other identification of the product, (b) any drawings, cuts, performance, technical and test data for the product, and (c) any other information, reports and reviews relevant and necessary for evaluation of the proposed alternative product.
- 1.4 The burden of proving the equality or superiority of the alternative product proposed for substitution is upon the bidder. Any proposed alternative product must be compatible with, and have the capability of tying into, existing systems where they occur. (Contractor shall pay for all modifications or alterations required in the use of any approved substituted products.)
- 1.5 The City Engineer (or, where applicable, the Project Architect or Engineering Consultant) shall consider and either approve or reject all alternative product proposals and shall comply with the following:
- 1.5.1 If approved, the bidding documents shall be modified to include the alternative product proposal. A written addendum will be issued at least five (5) days prior to the deadline for receiving bids to all bidders on record who have obtained the initial bid documents.
- 1.5.2 If rejected, written notice of the rejection shall be given to the proposer prior to the deadline for receiving bids. Notice shall include a description of the rejected product.

**ITEM NO. 22: ALLOWANCE**

This Bid item “allowances” shall cover additional services required for the project and requested and **authorized by the City**. The allowance shall include but not limited to additional field inspections, geotechnical and materials testing services, public information and notifications, utility permits and fees, labor compliance consultant or other unforeseen conditions uncovered and **authorized by the City**.

Geotechnical and material testing services must be performed by third parties approved by the City of Carson. Shall the need arise for these services, Contractor is to coordinate with Project Manager as to which companies are acceptable to retain.

Contractor shall use the allowance only **as directed by the City** for the City’s purpose and only by Allowance Payment Record (APR) that indicates amounts to be charged to the allowance.

At the project closeout, any unused amounts remaining in the allowance shall be credited to the City by Change Order. Furthermore, the total **lump sum** cost for this bid item amount is included in the Bid Schedule.

**VARIOUS ITEMS - INCLUDED IN BIDS****General**

Excavated material shall be disposed of in a manner that adheres to all applicable federal, state, and local laws and ordinances and shall be the sole responsibility of the Contractor. Full compensation for this work shall be considered as included in the contract price paid for the corresponding items of work and no additional or separate compensation will be allowed therefore.

At the close of each working day, there shall be no debris left or equipment at the job site. Any debris left at the job site will be removed by the City at the expense of the Contractor.

Any improvements damaged as a result of the Contractor’s operations shall be replaced at Contractor’s expense. Replacement of such improvements shall be at least equal to existing improvements.

Compaction tests will be performed by and at the expense of the City, except that costs for non-passing test shall be borne by the contractor. The total cost of non-passing tests will be determined with each progress payment OR at the conclusion of construction and shall be credited back to the project. Areas that require compaction testing shall be specified at the discretion of the City.

**Clearing and Grubbing**

Clearing and grubbing shall conform to subsection 300-1 of the Standard Specifications. The Contractor shall be responsible **to** remove all natural, man-made and artificial objects and materials from the right-of-way, as noted on the plans or marked by the city.

Existing signs will be removed and reinstalled as directed by the Engineer. The existing post shall be cut at grade if embedded in concrete or asphalt concrete or removed entirely if in native soil. If embedded in concrete or asphalt concrete, removal shall be such that no burrs or a remnant of the post protrudes above grade. The hole shall be filled with high strength non shrink grout. If the post is in native soil, the post and concrete bulb shall be removed completely. The hole shall then be backfilled with soil and compacted in accordance with the appropriate provisions of the Standard Specifications.

The sign shall be erected with a new post. Material requirements and installation of sign shall be in accordance with the Caltrans Standard Plans and Specifications.

Removal of fences shall include fabric, posts, embedded concrete bulb, barbed wire, gate, hardware and all other appurtenant parts. Disposal of the fencing shall be in accordance with subsection 300-1.3 "Removal and Disposal of Materials." Where the posts were embedded in soil, the holes shall be back filled to 90% compaction, with soil. Where the posts are embedded in concrete or asphalt concrete, the posts may be cut off at grade provided that all burrs or remnants of the post are completely removed at grade and the holes shall be filled with high-strength non-shrink grout.

Remove existing trees/shrubs shown on the drawings and marked on site by the City. After cutting the tree trunk and roots to a min. depth of 2' feet below existing grade, a chemical shall be injected into the roots and surrounding soil to exterminate the tree. The hole shall then be backfilled with soil and capped with the appropriate adjoining surface material: asphalt concrete, concrete or other.

Payment for all of the clearing and grubbing work as herein before specified shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

### **Unclassified Excavation**

This work shall conform to the provisions in Section 300 of the Standard Specifications and these Special Provisions. Work shall include excavation and backfill in the pavement areas.

Excavation shall consist of saw-cutting, excavating, removing, hauling and disposing of existing Asphalt Concrete (AC), Portland Cement Concrete (PCC), any other Pavement Surface(s), underlying aggregate base, vegetation, dirt, roots, as necessary to complete the project as described in the specifications.

All excavated materials shall become the property of the Contractor. The demolition and removal of existing materials shall be in accordance with subsection 300-1.3 "Removal and Disposal of Materials". Removal shall be complete. The Contractor shall be responsible to comply with all applicable laws for proper disposal outside of the right-of-way.

Stompers will not be allowed for any work on this project.



The Contractor shall be responsible to meet existing grades, including removal of excess excavation and import of structural backfill, as applicable. **This work does not include grindings from milling operations.**

At locations where existing pavement section is a combination of Asphalt Concrete (AC), Portland Cement Concrete (PCC) and other pavement surfacing, the sawcut shall be for the full depth of the combined intermixed section of AC, PCC any other pavement surface(s).

Where asphalt concrete pavement is to join existing asphalt concrete pavement, the pavement to be removed shall be saw-cut a minimum depth of two inches along the excavation edge. This edge shall be preserved during intermediate operations so as to present a straight, firm, and unyielding edge against which asphalt concrete pavement may be subsequently joined and compacted. Should the Contractor fail to maintain said edge, the Contractor shall make corrections thereto by additional saw-cutting, removing, and paving as directed by the Engineer at Contractor's expense.

Payment for unclassified excavation required for and construction of minimum 1.0 feet wide and 1 feet deep full depth asphalt concrete patch back for forming new curb, gutter, front and back of driveway approach, cross gutter, alley intersection and access curb ramps purposes shall be included in the unit price bid for related concrete removal and reconstruction items and no additional compensation will be allowed therefore. Note that asphalt patch back only applies to construction adjacent to areas where there is no excavation work otherwise shown on the plans.

Full compensation for Unclassified Excavation shall include saw-cutting, excavation, pavement removal, hauling, disposing, and furnishing all labor, tools, equipment and doing all work necessary in accordance with the plans and specifications and shall be included, in various related items and no additional compensation shall be allowed therefor.

### **Aggregate Base**

Base material shall conform to 301-2 of the Standard Specifications for Public Works Construction. And/or section 26 of Caltrans Standard specifications "AGGREGATE BASES"

## **AGGREGATE BASES [SECTION 26 CALTRANS STANDARD SPECIFICATIONS]**

### **1.01. Description**

This work shall consist of furnishing, spreading and compacting aggregate bases as specified in these specifications and the special provisions.

Aggregate bases are designated as Class 2 and Class 3. The class of aggregate base will be shown on the plans or specified in the special / Technical provisions.

### **1.02. Materials**

Aggregate for the various classes of aggregate base at the time it is deposited on the roadbed shall conform to the following requirements:

#### **1.02A. Class 2 Aggregate Base**

Aggregate for Class 2 aggregate base shall be free from organic matter and other deleterious substances, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base. Aggregate may include material processed from reclaimed asphalt concrete, Portland cement concrete, lean concrete base, and cement treated base or a combination of any of these materials. The amount of reclaimed material shall not exceed 50 percent of the total volume of the aggregate used.

Aggregate shall conform to the grading and quality requirements shown in the following tables. At the option of the Contractor, the grading for either the 1 1/2 inch maximum or 3/4 inch maximum shall be used; except that once a grading is selected the grading shall not be changed without the Engineer's written approval.

<b>AGGREGATE GRADING REQUIREMENTS</b>				
Sieve Sizes	Percentage Passing			
	1 1/2" Maximum		3/4" Maximum	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance
2"	100	100	—	—
1 1/2"	90-100	87-100	—	—
1"	—	—	100	100
3/4"	50-85	45-90	90-100	87-100
No. 4	25-45	20-50	35-60	30-65
No. 30	10-25	6-29	10-30	5-35
No. 200	2-9	0-12	2-9	0-12

<b>QUALITY REQUIREMENTS</b>		
Test	Operating Range	Contract Compliance
Resistance (R-value)	—	78 Min.
Sand Equivalent	25 Min.	22 Min.
Durability Index	—	35 Min.

The aggregate shall not be treated with lime, cement or other chemical material before the Durability Index test is performed. Untreated reclaimed asphalt concrete and Portland cement concrete will not be considered to be treated with lime, cement or other chemical material for purposes of performing the Durability Index test.

If the results of either or both the aggregate grading and Sand Equivalent tests do not meet the requirements specified for "Operating Range" but meet the "Contract Compliance" requirements, placement of the aggregate base may be continued for the remainder of that day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or both the aggregate grading and Sand Equivalent tests do not meet the requirements specified for "Contract Compliance," the aggregate base which is represented by

these tests shall be removed. The City may deduct this amount from any moneys due, or that may become due, the Contractor under the contract. If both the aggregate grading and Sand Equivalent do not conform to the "Contract Compliance" requirements, only one adjustment shall apply.

No single aggregate grading or Sand Equivalent test shall represent more than 500 cubic yards or one day's production, whichever is smaller.

When aggregate base is to be measured by the ton, the weight will be converted to volume for the purpose of the above paragraphs. Factors for converting tons to cubic yards will be determined by the Engineer.

### **1.02B. Class 3 Aggregate Base**

Aggregate for Class 3 aggregate base shall conform to the requirements set forth in the special provisions. Aggregate may include material processed from reclaimed asphalt concrete, Portland cement concrete, lean concrete base, and cement treated base or a combination of any of these materials. The amount of reclaimed material shall not exceed 50 percent of the total volume of the aggregate used.

The grading of aggregate for Class 3 aggregate base shall, at the option of the Contractor, conform either to the grading specified in the special / Technical provisions or to either the 1 1/2 inch maximum or the 3/4 inch maximum grading for Class 2 aggregate base specified in Section 1.02A, "Class 2 Aggregate Base." Once a grading is selected, the grading shall not be changed without written approval of the Engineer.

### **1.03. Subgrade**

The subgrade to receive aggregate base, immediately prior to spreading shall conform to the compaction and elevation tolerance specified for the material involved, and shall be free of loose or extraneous material.

When aggregate base is paid for by the cubic yard, areas of the finished surface of aggregate subbase which are lower than the grade established by the Engineer shall be filled with aggregate base. Volumes of aggregate base so placed will not be included in the volume calculated for payment.

When aggregate subbase is not specified and aggregate base is paid for by the cubic yard, areas of the grading plane which are lower than the grade established by the Engineer may be filled with aggregate base. Volumes of aggregate base so placed will not be included in the volume calculated for payment as stated above. If basement material consists of imported borrow, aggregate base placed below the grade established by the Engineer will not be measured or paid for as imported borrow.

### **1.035. Adding Water**

At the time aggregate base is spread it shall have moisture content sufficient to obtain the required compaction. The moisture shall be uniformly distributed throughout the material.

#### 1.04. Spreading

Aggregate bases shall be delivered to the roadbed as uniform mixtures. The mixture shall be deposited and spread to the required compacted thickness within the tolerances specified in Section 1.05, "Compacting," by means which will maintain the uniformity of the mixture. Each layer shall be free from pockets of coarse or fine material.

Where the required thickness is 0.50 foot or less, the base material may be spread and compacted in one layer. Where the required thickness is more than 0.50 foot, the base material shall be spread and compacted in 2 or more layers of approximately equal thickness, and the maximum compacted thickness of any one layer shall not exceed 0.50 foot.

Aggregate bases, placed on road approaches and connections, street intersection areas, median strip areas, shoulder areas, and at locations which are inaccessible to the spreading equipment, may be spread in one or more layers by any means to obtain the specified results.

When the subgrade for aggregate base consists of cohesion-less sand, and written permission is granted by the Engineer, a portion of the aggregate base may be dumped in piles upon the subgrade and spread ahead from the dumped material in sufficient quantity to stabilize the subgrade. Segregation of aggregate shall be avoided and each layer shall be free from pockets of coarse or fine material.

#### 1.05. Compacting

Aggregate bases, after compaction, shall be watered in conformance with the provisions in Section 300-4.6, and 300-4.7 "Application of Water and Compaction"

The relative compaction of each layer of compacted base material shall be **not less than 95 percent**.

The surface of the finished aggregate base at any point shall not vary more than 0.05 foot above or below the grade established by the Engineer.

When aggregate base is paid for by the cubic yard, and at locations where the planned thickness of aggregate base, less allowable tolerance, is not obtained, the Contractor shall take such corrective measures as are necessary to obtain that thickness. If requested by the Contractor and permitted by the Engineer, Base which does not conform to the above requirements shall be reshaped or reworked, watered and thoroughly re-compacted to conform to the specified requirements.

#### 1.06. Measurement

Quantities of aggregate base to be paid for by the ton will be measured in conformance with the provisions in Section 9 1.1, "Measurement of Quantities," and in this Section 1.06.

The weight of material to be paid for will be determined by deducting from the weight of material delivered to the work, the weight of water in the material, at the time of weighing, as determined by California Test 226, in excess of one percentage point more than the optimum

moisture content as determined by California Test 216. The weight of water deducted in conformance with the provisions in this Section 1.06 will not be paid for.

Quantities of aggregate base to be paid for by the cubic yard will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer. No allowance will be made for aggregate base placed outside those dimensions unless otherwise ordered by the Engineer.

### **Crushed Aggregate Base (CAB) For A.C. Base Pavement Sections**

*Where salvaged Crushed Aggregate Base (CAB) is used under PCC items the City shall be credited 20% of the unit bid price of this item based on field verification.*

Place crushed aggregate base (CAB) in accordance with Subsection 301-2, "Untreated Base", of the Standard Specifications.

Payment for laying and compacting crushed aggregate base CAB, when applicable, including scarifying of 6" thickness of the existing sub-base and re-compaction per geotechnical engineer's recommendation, shall be compensated under the related bid item. Work shall be performed in accordance with Section 301 of the Standard Specifications. Subgrade and backfill materials shall be compacted to minimum 95% relative compaction and shall be brought to within 2% of the optimum moisture content. Finished subgrade shall not deviate more than 0.05 foot from the theoretical grading plane and must be firm and unyielding.

CAB shall not be placed until approved by the Engineer.

Re-grading, compaction CAB base, and base course paving shall take place in a continual sequential operation. Under any circumstance the time between asphalt removal and base course paving shall not exceed five (5) calendar days, excluding rainstorm damage, soft sub-grade problems.

Crushed aggregate base (CAB), **OR** Class 2 aggregate base, shall be placed in various depths under concrete improvements as specified and/or modified in the City of Carson Standard Drawings.

Payment for crushed aggregate base (CAB) or Class 2 aggregate base shall be included in other related PCC Bid items and considered as full compensation for doing all work as specified herein and no additional compensation will be allowed therefore.



**CITY OF CARSON**

**LOS ANGELES COUNTY, CALIFORNIA**

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**PROJECT NO. 1393-5 & 1411-5:**

**Avalon Boulevard Street Improvements From Lomita Blvd. to E. 223<sup>rd</sup> Street**

**IFB-23-15**

Bids must be submitted electronically using PLANET BIDS by

**CITY OF CARSON**  
**LOS ANGELES COUNTY, CALIFORNIA**  
**BID DOCUMENTS**  
**CONTRACT DOCUMENTS**  
**SPECIFICATIONS AND STANDARD DRAWINGS**

**FOR**

**PROJECT NO. 1393-5 & 1411-5**  
**Avalon Boulevard Street Improvement Plans From Lomita Blvd. to**  
**E. 223<sup>RD</sup> Street**

**IFB-23-15**

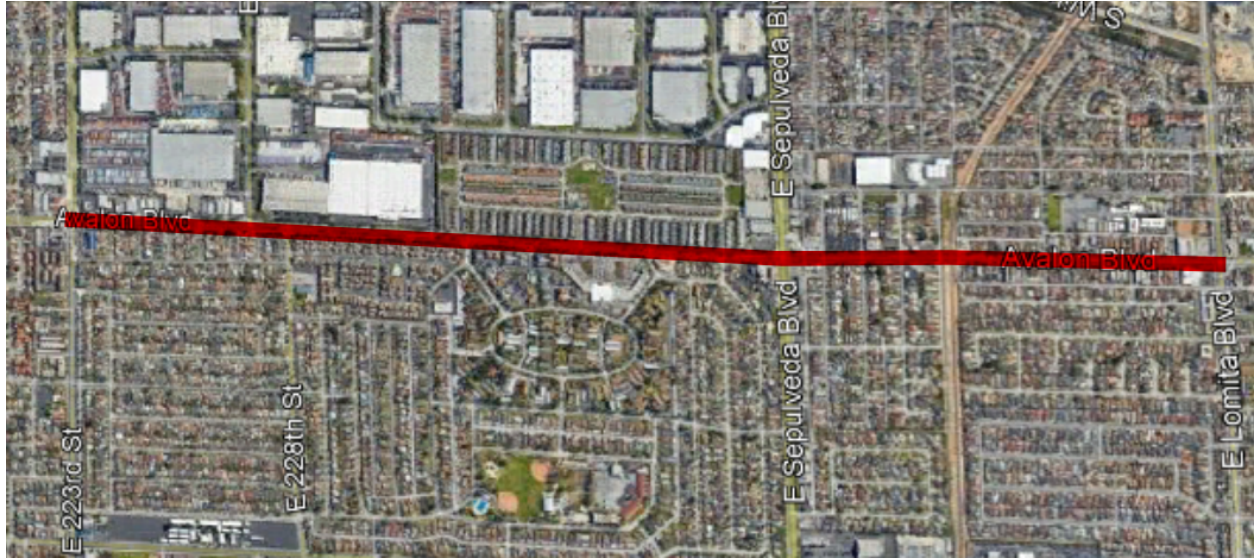
Prepared by  
Jesus Sanchez  
Public Works Department

---

**Gilbert Marquez, P.E.,**  
**Principal Civil Engineer/**  
**City Engineer**

**C -58567**

**DATE 07-23-2024**



**LOCATION MAP**  
**PROJECT NO. 1393-5 & 1411-5 Avalon Boulevard Street Improvement Plans**  
**Lomita Blvd. to E. 223<sup>rd</sup> Street**



**Project Name/No.:** 1393-5 & 1411-5  
**Project Manager:** Jesus Sanchez

**Contract No.:** \_\_\_\_\_  
**Approved:** \_\_\_\_\_

## TABLE OF CONTENTS

	<u>Page No.</u>
COVER SHEET .....	1
TITLE SHEET .....	2
LOCATION MAP.....	3
TABLE OF CONTENTS .....	4
INVITATION FOR BIDS .....	6
INSTRUCTIONS TO BIDDERS .....	10
BID DOCUMENTS.....	23
Bid Letter & Bid Schedule.....	24
Schedule of Bid Items .....	27
Bidder's Declaration.....	28
Equal Opportunity Certification.....	30
Public Contract Code 102851.1, 10162, 10232 .....	31
Noncollusion Affidavit .....	32
Bid Bond .....	33
Designation of Subcontractors .....	35
Construction Project Reference .....	37
Bidder's Assurance.....	39
Certificate of Non-Discrimination by Contractors.....	40
Project Labor Agreement - Letter of Assent.....	41
Cal/OSHA Certification.....	42
FAIR EMPLOYMENT PRACTICES DOCUMENTS .....	44
CONTRACT DOCUMENTS .....	51
Public Works Agreement.....	52
Exhibit A (Contractor's Bid).....	81
Exhibit B (Special Requirements).....	82
Exhibit C (Faithful Performance Bond).....	83
Workers' Compensation Insurance Certificate (Exhibit A-1).....	87
Indemnification and Hold Harmless Agreement and Waiver Of Subrogation and Contribution.....	88
Exhibits .....	
A - Evidence of Insurance.....	89
B - Comprehensive Liability.....	92
C - Automobile Liability.....	94
D - Worker's Compensation .....	96
E - Excess Liability Insurance .....	98

Exhib

SPECIAL PROVISIONS .....	SP-i – SP 26
TECHNICAL PROVISIONS .....	TP-1 – TP37
APPENDICES .....	A - B
(PROJECT DRAWINGS – Not Numbered)	

**CITY OF CARSON  
701 EAST CARSON STREET  
CARSON, CALIFORNIA 90745**

**INVITATION FOR BIDS  
FOR PROJECT NO. 1642 IFB-23-15**

**NOTICE IS HEREBY GIVEN THAT THE** Purchasing Manager of the City of Carson will receive sealed bids for:

**PROJECT NO.:** PW 1393-5 & 1411-5

**TITLE:** Del Amo Boulevard Street Improvement from Central Avenue to Wilmington Ave

**BIDS MUST BE SUBMITTED ELECTRONICALLY USING PLANET BIDS. TO ACCESS AND REGISTER FOR THIS BID, PLEASE VISIT**

**<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>**

<b>Optional Pre-Bid Conference/Job Walk:</b>	<b>07/26/2023   09:00 AM</b>
<b>Prospective Contractor Questions Due:</b>	<b>08/07/2023   2:00 PM</b>
<b>Bids Due:</b>	<b>08/24/2023   3:00 PM</b>

**BID RESULTS:** At the time designated for receiving sealed bids on said project, the bids will be publicly opened and read aloud at the Office of the City Clerk, City Hall, 701 East Carson Street, Carson, California 90745.

**OBTAINING BID AND CONTRACT DOCUMENTS:** Plans and Specifications are available on planet bids at <https://pbsystem.planetbids.com/portal/32461/portal-home>.

**BID GUARANTY:** Bids must be accompanied by cash, or by cashier's or certified check made payable to the City of Carson, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount not less than **ten percent (10%)** of the total bid submitted, made payable to the City of Carson as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a payment bond (labor and material bond) in the amount of one hundred percent (100%) of the total bid price which complies with all of the requirements of Civil Code Section 9554.

**LIQUIDATED DAMAGES:** Liquidated damages of \$1,000/day will apply to this project. See Special Provisions for detailed information on liquidated damages.

**RETENTION:** The City will deduct a five percent (5%) retention from all progress payments as specified in Section 7-3 of the Standard Specifications for Public Works Construction. The City in accordance with Public Contract Code Section 22300 shall permit the substitution of securities for

any moneys withheld by a public agency to ensure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner to insure performance under the contract. Such security shall be deposited with the Owner or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the Owner's Attorney.

**STATE LABOR STANDARDS, WAGE, AND CONTRACTOR REGISTRATION REQUIREMENTS; FEDERAL PREVAILING WAGE:** Contractor shall comply with the requirements of SB 854. SB 854 requires all contractors bidding on public works projects to register with the DIR and to pay an annual fee. SB 854 requires that contractors and subcontractors must register in order to submit a bid and be awarded a contract. Bidders are advised that this Contract is a public work for purpose of the California Labor Code, which requires payment of prevailing wages. In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the City of Carson, Department of Public Works – Engineering, 701 E. Carson Street, Carson, California 90745, and are available to any interested party on request. The project is subject to compliance monitoring by the Department of Industrial Relations.

Contractor shall also cause a copy of the determination of the DIR Director of the prevailing rate of per diem wages to be posted at each job site.

This project is partially funded with federal funds. As such, all contracts including those with subcontractors, entered into pursuant to this notice shall comply with the Davis-Bacon Fair Labor Standards Act (40 U.S.C. Section 3141 *et seq*), and the implementation regulations issued pursuant thereto (29 C.F.R. Section 1, 3, and 5) and any amendments thereof. In the event there is a conflict between the amount of prevailing wages to be paid between state and federal laws, the contractor and all subcontractors shall pay not less than the higher wage rate.

**EMPLOYMENT OF APPRENTICES:** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices;

however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

**AWARD OF CONTRACT:** Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

**SUBCONTRACTOR'S LIST:** Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4113 of the Public Contract Code of the State of the California and any amendments thereto, and Title 49, Section 26.11 of the Code of Federal Regulations, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or \$10,000, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the City consents to the substitution, or as otherwise allowed under law.

**CONTRACTOR'S LICENSE:** At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "A" in accordance with provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California and the Prime Contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a City business license.

**CITY'S RIGHTS RESERVED:** The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsible bidder.

**ENHANCED ELECTRICAL SAFETY POLICY:** Bidders are advised that all work on this project shall be conducted in compliance with the requirements in the Enhanced Electrical Safety Policy adopted by the City on February 1, 2011, which are included in the Special Provisions, and made part of, the Contract Documents for this project.

**PROJECT LABOR AGREEMENT (PLA):** To be responsive to this Notice, Bids for this project must be presented taking into account the requirements of the current Project Labor

Agreement in effect for certain projects in the City of Carson which is included in the Special Provisions, and made part of, the Bid and Contract Documents for this project.

All interested bidders are advised that the scope of work or a portion thereof that is the subject of this Invitation for Bids is covered by the City's master Project Labor Agreement ("PLA"). The successful contracting party, and all of its subcontractors, shall have the obligation to comply with all of the terms of the PLA for all portions of the work which are subject to the PLA. A copy of the PLA is attached to the project specifications and incorporated. The successful contracting party, and all of its subcontractors, will be required, as a condition of being awarded an agreement, to deliver an executed letter of assent (as shown in PLA Attachment A) to the City **concurrently with the submittal of its bid** and again **concurrently with execution of any agreement** and prior to the issuance of any notice to proceed. Failure to provide the same shall be grounds for deeming the bid non-responsive and/or for summary termination of any agreement or for award of the agreement to some other bidder.

**CARSON ONE-STOP CAREER CENTER:** To the greatest extent feasible, the successor contracting party shall endeavor to employ residents of the City of Carson in the construction of the improvements required by the contract. All solicitations for employment arising in whole or in part out of performance of the contract, whether full- or part-time, new or replacement hires, shall be listed with the Carson One Stop Career Center. To list employment opportunities, contact the Carson One-Stop Career Center at (310) 680 -3870 or in person (by appointment only) at 801 E. Carson Street, Suite 117, Carson, CA 90745.

**DIVERSION OF RECYCLABLE WASTE MATERIALS:** In support of the City's waste reduction and recycling efforts, the selected contractor will be required to divert all Recyclable Waste Materials to appropriate recycling centers rather than area landfills. For purposes of this requirement, Recyclable Waste Materials shall include asphalt, concrete, brick, concrete block and rock. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. All costs incurred for these waste diversion efforts shall be included as part of each Bidder's Total Bid Price.

**CAL/OSHA:** All bidders shall submit certifications that they have provided all required and necessary safety training to their employees related to the equipment to be utilized and work contemplated as described in this Invitation for Bids, and that all employees are familiar with the safety regulations pertaining to the work, in compliance with any and all Cal/OSHA regulations and mandates. Bids omitting such certification shall be deemed non-responsive.

**BID QUESTIONS:** All bid questions shall be submitted online through Planet Bids by the due date and time listed on the Invitation for Bids. The City will coordinate responses and post them to Planet Bids by five (5) calendar days prior to the bid deadline for all interested proposers to review. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this Invitation for Bids other than through Planet Bids. Any City response for this IFB that is not posted through Planet Bids is unauthorized and will be considered invalid.

**DATED THIS 20<sup>th</sup> DAY OF JULY 2023.**

JOSILLA TOGIOLA  
PURCHASING MANAGER

**TABLE OF CONTENTS  
FOR  
INSTRUCTIONS TO BIDDERS**

1. AVAILABILITY OF BID DOCUMENTS
2. EXAMINATION OF BID DOCUMENTS
3. INTERPRETATION OF BID DOCUMENTS
4. INSPECTION OF SITE: PRE-BID CONFERENCE AND JOB WALK
5. ADDENDA
6. PREPARATION OF BIDS
7. MODIFICATIONS OF BIDS
8. SIGNING OF BIDS
9. BID GUARANTEE (BOND)
10. SUBMISSIONS OF SEALED BIDS
11. DELIVERY, OPENING OF BIDS, DISCREPANCIES IN BIDS
12. BID DOCUMENTS
13. WITHDRAWAL OF BID
14. AWARD PROCESS / COMPETENCY OF BIDDERS
15. DESIGNATION OF SUBCONTRACTORS
16. LICENSED REQUIREMENTS
17. DISQUALIFICATIONS OF BIDDERS; INTEREST IN MORE THAN ONE BID
18. INSURANCE REQUIREMENTS
19. REQUIRED BIDDER CERTIFICATIONS AND NOTARIZATIONS
20. BASIS OF AWARD; BALANCED BIDS
21. FILING OF BID PROTESTS
22. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS
23. BIDDER PRE-QUALIFICATION
24. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES
25. EXECUTION OF CONTRACT
26. CITY'S RIGHTS
27. BIDDER'S RESPONSIVENESS
28. BIDDER'S RESPONSIVENESS CHECKLIST
29. CONTRACT BID FORMS; LISTS OF SUBCONTRACTORS
30. RESPONSIBILITY CRITERIA
31. ADDITIONAL REQUIREMENTS
32. FAIR EMPLOYMENT PRACTICES DOCUMENTS
33. CONTRACT DOCUMENTS

## **INSTRUCTIONS TO BIDDERS**

All Bids must be made in accordance with these Instructions to Bidders.

### **1. AVAILABILITY OF BID DOCUMENTS**

Bids must be submitted to the City on the Contract Bid Forms, which are a part of the Bid Package for the Project. Bid Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Invitation for Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Bid Documents. Any applicable charges for the Bid Documents are outlined in the Invitation for Bids.

The City may also make the Bid Documents available for review in one or more plan rooms. Please Note: Prospective bidders who choose to review the Bid Documents in a plan room must contact the City to purchase the required Bid Documents if they decide to submit a bid for the Project.

### **2. EXAMINATION OF BID DOCUMENTS**

The City has made copies of the Bid Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Bid Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

### **3. INTERPRETATION OF BID DOCUMENTS**

Any request for an interpretation or clarification of the Bid Documents must be submitted online through Planet Bids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this IFB other than through Planet Bids. Any City response for this IFB that is not posted through Planet Bids is unauthorized and will be considered invalid. **Any response that the City may choose to make for purposes of interpretation or clarification will be made available online via Planet Bids.** Bidders' inquiries must be received by. Where such interpretation or clarification requires a change in the Bid Documents, the City will prepare and issue an Addendum to the Bid Documents. The City shall not be bound by, and Bidder shall not rely upon, any oral interpretation or clarification of the Bid Documents. The bid process and terms and conditions will be in accordance with the Bid Documents herein stated above and the following:

- a. Bid Letter & Bidding Schedule(s)
- b. Schedule of Bid Items
- c. Bidder's Declaration



- d. Non-Collusion Affidavit
- e. Equal Employment Opportunity Certification
- f. Public Contract Code Section 10162 Questionnaire and Sections 10232 and 10285.1 Statements
- g. Bid Bond
- h. Designation of Subcontractors
- i. Construction Project Reference
- j. Bidder's Assurance
- k. Certificate of Non-Discrimination by Contractors
- l. Project Labor Agreement – Letter of Assent
- m. Cal/OSHA Certification
- n. Addenda(s) (if any issued by the City)

#### **4. INSPECTION OF SITE; PRE-BID CONFERENCE AND JOB WALK**

##### **OPTIONAL JOB WALK:**

##### **LOCATION: Avalon Boulevard and Lomita Blvd. Carson, CA 90745**

Each prospective bidder is responsible for fully acquainting themselves with the conditions of the Project Site, as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions, which may impact the total and adequate completion of the Project. Each prospective bidder is also responsible for conducting a walkthrough and for removal of any hazards that the City and bidders noticed or observed on the worksite.

Contractor shall monitor weather forecasts for adverse weather conditions that may impact the project and provide site and facilities protection due to unforeseen weather conditions during the course of the contract. Cost of this protection is included in the bid items.

**Upon receiving the Notice to Proceed, the Contractor is required to provide proof of order that any long lead items have been ordered. Items that require long lead time shall be those that require 75 days or more to obtain, and determination of which items require long lead times shall be made solely by City. Proof of purchase must include confirmation and expected delivery date.**

Electrical Equipment, Mechanical Equipment and other long lead time items, if any, are required to be stored and protected at a location agreed to by the City and the Contractor, to allow delivery confirmation inspection by the City and Project Manager.

#### **5. ADDENDA**

The City reserves the right to revise the Bid Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum later than 72 hours prior to the deadline for submission of bids, and the Addendum requires material changes, additions or deletions to the description of the work to be performed or the content, form or manner of submission

of bids, the City will extend the deadline for submission of bids by at least 72 hours. Otherwise, the City may determine, in its sole discretion, whether an Addendum requires that the date set for opening bids be postponed.

The announcement of the new date, if any, shall be made by Addenda. Each prospective bidder shall provide the City a name, address and facsimile number to which Bid Document Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Copies of Addenda will be submitted electronically through Planet Bids without charge to any parties who have obtained a copy of the Bid Documents and provided such current information. **Please Note: Bidders are primarily and ultimately responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Engineering Services Division to verify that he has received all Addenda issued, if any.**

**Bidders must acknowledge receipt of all Addenda, if any, in its Bid Letter. Failure to acknowledge receipt of all Addenda may cause its Bid to be deemed incomplete and non-responsive.**

## **6. PREPARATION OF BIDS**

Bids shall be prepared only using copies of the Contract Bid Forms provided with the Bid Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted and may result in the Bid being declared non responsive. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Contract Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Contract Bid Forms nor make substitutions thereon. USE OF INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.

## **7. MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Bid Documents. Each Bid prepared by Bidder shall be complete in itself and shall be submitted electronically through Planet Bids.

Unauthorized conditions, limitations, exclusions or provisions attached to a Bid will render it nonresponsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Contract Bid Forms, nor make substitutions thereon. ORAL, TELEPHONIC AND FACSIMILE BIDS OR MODIFICATIONS WILL NOT BE CONSIDERED.

## **8. SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders will be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it will be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designation joint venturer or partner on behalf of the joint venture or partnership in its legal name. All signatures on Powers of Attorney must be witnessed by a notary.

## **9. BID GUARANTEE (BOND)**

Each bid shall be accompanied by cash, a certified or cashier's check, bid bond (the bid bond must be submitted on the form included in these Bid Documents) or equivalent substitution in lieu of a bond, as authorized by Code of Civil Procedure Section 995.710, in an amount not less than 10% of the Total Bid Price. Any check, bond, or other substitute must be made payable to the City of Carson and shall be given as a guarantee that the Bidder will enter into the Contract described in the Bid Documents if awarded the work and will provide a satisfactory Performance Bond, Payment Bond, the required insurance certificates and endorsements, and any other certifications as may be required by the Contract. By submitting a bid, each bidder agrees that its failure to enter the Contract if awarded the work or to provide the Bonds and other information or documentation described above would result in damage to the City, and that it would be impracticable or extremely difficult to ascertain the actual amount of that damage. For this reason, each bidder agrees that the City may retain the bid guarantee as liquidated damages if the bidder is awarded the work but fails or refuses to timely enter into the Contract or to provide the Bonds and other information or documentation described above, except as may otherwise be required by California law.

If electing to provide a Bid Bond, as set forth above, each Bidder must obtain such a bond from an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. In addition, the Bid Bond must be submitted on the form furnished by the City, or one substantially in conformance with the City's form if previously approved in writing by the City.

Certified or cashier's checks must be drawn on a solvent state bank or a California branch of a solvent national bank.

After the City has made an award to the successful Bidder, and the Bidder has signed a Contract, submitted the necessary bonds, original insurance certificates and endorsements, and any other certifications as may be required by the Contract, the remaining Bid guarantees shall be returned to each particular bidder if requested by that bidder. If the City rejects all Bids, it will promptly return to all Bidders their Bid guarantees.

## **10. SUBMISSIONS OF SEALED BIDS**

Once the Bid and supporting documents herein have been completed and signed as set forth above, they shall be uploaded, along with the Bid Guarantee and any proposed sketches

and brochures or other materials required by these instructions, onto Planet Bids as indicated in the Invitation for bids. NO ORAL, TELEPHONIC OR FACSIMILE FORMS WILL BE CONSIDERED.

No consideration shall be given by the City to bids received after the date and time set for the opening of bids as provided in the Invitation for Bids except to the extent such date and time are extended via addenda.

## **11. DELIVERY, OPENING OF BIDS, DISCREPANCIES IN BIDS**

Bids will be received by the City via Planet Bids shown in the Invitation for Bids up to the date and time shown therein. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to Bidder (where hardcopies are submitted too). It is the Bidder's sole responsibility to ensure that its Bid is received as stipulated. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Invitation for Bids unless such date and time are extended via addenda, and then reviewed by City. The City reserves the right to reject any or all Bids, to waive any informality or irregularity in any Bid received where such waiver is in the best interests of the City, and to be the sole judge of the merits of the respective Bids received including for responsiveness and determination of Bidder's responsibility.

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Bid non-responsive and may cause it to be rejected by the City. The bidder shall state alphanumerically the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated alphanumerically as well.

If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone, will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

## **12. BID DOCUMENTS**

All Bids shall include the following executed documents to be submitted with each bid:

- Bid Letter & Bidding Schedule(s)
- Schedule of Bid Items
- Bidder's Declaration
- Non-Collusion Affidavit
- Equal Opportunity Certification
- Public Contract Code Section 10162 Questionnaire and Sections 10232 and 10285.1 Statements
- Bid Bond
- Designation of Subcontractors
- Construction Project Reference
- Bidder's Assurance

- Certificate of Non-Discrimination by Contractors
- Project Labor Agreement Letter of Assent
- Cal/OSHA Certification
- Any Addenda Issued by the City

### **13. WITHDRAWAL OF BID**

Electronic Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going to the Planet Bids website and selecting “withdraw”. **No bid may be withdrawn after the time set for opening of bids.**

### **14. AWARD PROCESS / COMPETENCY OF BIDDERS**

After the Bids have been opened, they will be checked for accuracy and compliance with all provisions as specified herein.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received including for responsiveness and determination of Bidder’s responsibility.

The award, if made, will be made within **ninety (90) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his or her bid.

Award will be made to the lowest responsive and responsible bidder.

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Construction Project Reference**" bound herein. A bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion.

No bid will be awarded to a Contractor who, at the time of the bid opening and “Award of the Contract,” is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or to a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily and fully perform under the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Construction Project Reference." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under Lab C §§1777.1 and 1777.7 is prohibited from working on this Project.

Only manufacturers or contractors of established reputation or their duly authorized dealers or agents, having proper facilities for the manufacture of the materials or equipment and for

servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

## **15. DESIGNATION OF SUBCONTRACTORS**

Pursuant to both state and federal law, the Bidders must designate the name, location of the place of business, the California contractor license number, and the public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code and Title 49, Section 26.11 of the Code of Federal Regulations, of each subcontractor who will perform work or render services for the prime Bidder in an amount that exceeds one-half of one percent (0.5%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform. Bidders must make these designations, as well as any others requested by the City, on the document titled "List of Proposed Subcontractors" which has been included with the Contract Bid Forms. Pursuant to Public Contract Code Section 4104, the City has determined that it will allow Bidders twenty-four (24) additional hours after the deadline for submission of bids to submit the information requested by the City about each subcontractor, other than the name, license number, DIR registration number, and location of each subcontractor.

## **16. LICENSE REQUIREMENTS**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Bid Documents to be non-responsive, and the City shall reject the Bid. The City shall have the right to request, and the Bidders shall provide within five (5) Calendar Days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

## **17. DISQUALIFICATIONS OF BIDDERS; INTEREST IN MORE THAN ONE BID**

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a sub bid to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub bid or quoting prices to other bidders submitting a bid to the City.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Invitation for Bids, will disqualify a Bidder.

## **18. INSURANCE REQUIREMENTS**

Within the time specified in these Instructions to Bidders above, Bidder shall provide the City with four identical counterparts of all required insurance certificates and endorsements as specified in the Bid Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. All insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VIII, licensed to do business in California, and satisfactory to the City.

## **19. REQUIRED BIDDER CERTIFICATIONS AND NOTARIZATIONS**

Bidders must comply with the following:

### **A. BIDDER CERTIFICATIONS:**

- a. Bid Documents
  - i. Bid forms
  - ii. Bidder's Declaration
  - iii. Equal Opportunity Certification
  - iv. Public Contract Code Section 10162 Questionnaire and Sections 10232 and 10285.1 Statements
  - v. Construction Project References
  - vi. Bidder's Assurance
  - vii. Certificate of Non-Discrimination by Contractors
  - viii. Project Labor Agreement Letter of Assent
  - ix. Cal/OSHA Certification
  - x. Addenda (if any issued by the City)
- b. Contract Documents
  - i. None

### **B. BIDDER NOTARIZATIONS**

- a. Bid Documents
  - i. Non-collusion affidavit (per Public Contract Code Section 7106)
  - ii. Bid bond
  - iii. Power of Attorney (if any)
- b. Contract Documents
  - i. Payment bond
  - ii. Performance bond

## **20. BASIS OF AWARD; BALANCED BIDS**

The City reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, the City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. Each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses, which will be incurred by the Bidder. The City may reject as non-responsive any bid, which unevenly weighs or allocates overhead and profit to one or more particular bid items.

## **21. FILING OF BID PROTESTS**

Bidders may file a “protest” of a contract award in accordance with City of Carson Municipal Code Article II, Chapter 6, Section 2613.

## **22. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

Within the time specified in these Instructions to Bidders above, the Bidder to whom a Contract is awarded shall deliver to the City **three** identical counterparts of the Performance Bond and Payment Bond in the form supplied by the City and included in the Bid Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bonds must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City.

The Performance Bond shall be for one hundred percent (100%) of the Total Bid Price, and the Payment Bond shall also be for one hundred percent (100%) of the Total Bid Price.

## **23. BIDDER PRE-QUALIFICATION**

N/A

## **24. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

Contractor and its subcontractors performing work under this Contract will be required to pay California sales and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Bid Documents.

## **25. EXECUTION OF CONTRACT**

The bidder to whom award is made shall execute a written contract with the City on the form agreement provided, and shall secure all insurance and bonds as herein provided within **fifteen (15) working days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

## **26. CITY’S RIGHTS**

The City may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Bidder, and require additional evidence of qualifications to perform the work described in these Bid Documents. The City reserves the right to:

- A. Reject any or all of the Bids if such action is in the best interest of the City.
- B. Issue subsequent Invitation for Bids.
- C. Cancel this entire Invitation for Bids.
- D. Appoint evaluation committees to review any or all Bids.



- E. Seek the assistance of outside technical experts to validate the Bid(s).
- F. Approve or disapprove the use of particular subcontractors.
- G. Waive informalities and irregularities in Bids.
- H. Evaluate the capability of bidder to successfully fulfill the contract schedule.

The Invitation for Bids does not commit the City to enter into a contract, nor does it obligate the City to pay any costs incurred in preparation and submission of Bids or in anticipation of a contract.

## **27. BIDDER'S RESPONSIVENESS**

The City will evaluate Bids for responsiveness at the time of Bid opening and before award is made. Only Bids which conform in all material respects to the Bid Documents can be eligible for award. A Bid not meeting the requirements of the responsiveness checklist may be rejected immediately upon opening, and returned to the Bidder's representative.

## **28. BIDDER'S RESPONSIVENESS CHECKLIST**

The City's initial responsiveness evaluation will consider the following:

- a. Completed and properly executed Bid Letter and Bidding Schedule (Including a completed Total Bid Price, completed Bid Bond amount, acknowledged addenda, completed state of incorporation or partner/joint venturer information (if applicable), completed license number, DIR registration number, and signature by authorized company officer;
- b. Completed Bid Data Forms (including Base Bid Price, Alternate Bid Price if any, valid and properly executed Bid Bond for 10% of the Total Bid Price and completed Lists of Proposed Subcontractors, including Exhibit 12-B, Bidder's List of Subcontractor (DBE and Non-DBE), of Caltrans' Local Assistance Procedures Manual for compliance with federal requirements); and
- c. Properly executed documents as follows:
  - i. Non-Collusion Affidavit
  - ii. Bidder's Declaration
  - iii. Equal Opportunity Certification
  - iv. Public Contract Code Section 10162 Questionnaire and Sections 10232 and 10285.1 Statements
  - v. Construction Project References
  - vi. Bidder's Assurance
  - vii. Certificate of Non-Discrimination by Contractors
  - viii. Project Labor Agreement Letter of Assent
  - ix. Cal/OSHA Certification
  - x. Addenda(s) (if any issued by the City)

If the Bidder is a joint venture, each joint venturer shall prepare and submit a separate form. Extra forms, if needed, can be obtained from the City, or photocopied by the Bidder, if necessary.

## **29. CONTRACT BID FORMS; LISTS OF SUBCONTRACTORS**

### a. Contract Bid Forms.

The Bid Letter and Forms must be completed as set forth below.

- (1) The Contract Bid Forms and Letter must be prepared using ink, indelible pencil or a typewriter.
- (2) The Bid Letter must be signed by the Bidder or on its behalf by the person or persons having the authority to do so. Proof of the authority to act on behalf of the firm must be submitted when requested. The proof shall be in the form of a certified copy of an appropriate corporate resolution, certificate of partnership or joint venture, or other appropriate document. If Bidder is an entity made up of multiple parties and no person or persons are designated to act on its behalf, all parties shall execute the Bid.
- (3) Addenda – Receipt of addenda must be acknowledged in the space provided in the Bid Letter.
- (4) The Bidder shall not delete, modify, supplement or make substitutions thereof, on the printed matter of the Contract Bid Forms or Bid Letter.
- (5) Corrections shall be initiated by the person who signs the Bid Letter.
- (6) Exceptions or qualifications to the Bid Documents are strictly forbidden. Any comment by the Bidder which the City determines can be construed as altering the requirements of the specifications or the terms and conditions of the Contract will render the Bid non responsive and disqualify the Bidder from consideration for award.

### b. List of Proposed Subcontractors (Forms).

State law prohibits substitution listed in the original Bid except as otherwise provided in Section 4107 and 4107.5 of the California Public Contract Code and applicable case law. Bidders are required to list all Subcontractors whose participation in the Contract will exceed one-half of one percent (0.5%) of the Total Bid Price. The List of Proposed Subcontractors Forms must be completed as set forth below.

- (1) Name. List the name of Subcontractors who will perform work in excess of one half of one percent (0.5%) of the Total Bid Price.
- (2) Location. For listed Subcontractors, identify the location of its place of business (City and State).
- (3) Work. For listed Subcontractors, identify the type/portion of work to be performed in the Contract.
- (4) License. For listed Subcontractors, list current valid license number and DIR registration number.

## **30. RESPONSIBILITY CRITERIA**

Responsibility is the apparent ability of the lowest responsive Bidder to meet and complete successfully the requirements of the Contract. The City reserves the right to consider the financial responsibility and general competency of the lowest responsive Bidder, as well as its reputation within the industry. City may request the lowest responsive Bidder to provide

a financial statement, audited if necessary, including the Bidder's latest balance sheet and income statement, to demonstrate that he or she:

- a. Has or can secure adequate financial resources to perform the contract;
- b. Is able to meet the performance or delivery schedule of the contract, taking into consideration other business commitments; and
- c. Has a satisfactory record of performance. A contractor seriously deficient in past contract performance, considering the number of contracts and extent of the deficiencies, is presumed not to meet this requirement unless the deficiencies are beyond its control or there is evidence to establish its responsibility notwithstanding the deficiencies. Evidence of such satisfactory performance record should show that the contractor:
  - i. Has a satisfactory record of integrity in its dealings with government agencies and with subcontractors, and is otherwise qualified to receive an award under applicable laws and regulations;
  - ii. Has the necessary organization, experience, satisfactory safety record, accounting and operational controls and technical skills or the ability to obtain them; and
  - iii. Has the necessary production, construction, and technical equipment and facilities or the ability to obtain them.

### **31. ADDITIONAL REQUIREMENTS**

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Bid and Contract Documents.

### **32. FAIR EMPLOYMENT PRACTICES DOCUMENTS**

Fair Employment Practices Documents are to be submitted by the low bidder within three days following the opening of bids. See enclosed instructions and documents.

### **33. CONTRACT DOCUMENTS**

The following Contract Documents are to be submitted AFTER award of contract:

Agreement

Faithful Performance Bond

Labor and Material Bond (Payment Bond)

Workers' Compensation Insurance Certificate (Exhibit A-1)

Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution

Evidence of Insurance (COIs and endorsements)

**END OF INSTRUCTION TO BIDDERS**

**BID DOCUMENTS**

**PROJECT NO. 1193-5 & 1411-5:  
Avalon Boulevard Street Improvement Plans  
from Lomita Blvd to E. 223<sup>rd</sup> Street**

To Be Submitted

WITH

Bid Package

BID  
**PROJECT NO. : 1642**  
**PROJECT NO. 1393-5 & 1411-5: Avalon Boulevard Street Improvement  
Plans, Lomita Blvd. to E. 223<sup>rd</sup> Street**

**BID LETTER (IFB-23-15)**

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
CITY OF CARSON  
701 EAST CARSON STREET  
CARSON, CALIFORNIA, 90745

Mayor and Council Members:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

**CITY'S PROJECT NO.: 1393-5 & 1411-5**  
**TITLE: Avalon Boulevard Street Improvement Plans Lomita Blvd. to E. 223<sup>rd</sup>  
Street**

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein. All work shall be completed within **90 working days** from the date the notice to proceed is issued by the Engineer.

**BID BID**  
**BID SCHEDULE – (IFB-)**

**PROJECT NO.**

- **PROJECT NO. ----: Avalon Boulevard Street Improvements From Bonds Street to 223<sup>rd</sup> Street**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>ITEM COST</b>
1	Bonding, Insurance, and Mobilization (Carson General Conditions)	1	LS	\$250,000	\$250,000
2	Full Width Cold Milling: 2" thickness	466,867	SF	\$3.30	\$ 1,540,661
3	Remove 10" AC and/or Base after cold mill (Dig-Out) and construct 4" CAB Base Course and 6" AC	41,038	SF	\$15.38	\$631,165
4	Remove (4" min. AC at the back of driveways on private property) and Reconstruct [Class C 1/2"PG 64-10]	52	SF	\$13.38	\$696
5	Remove PCC improvements in back of driveways on private property and reconstruct	87	SF	\$95.00	\$8,265
6	Asphalt Rubber Hot Mix (ARHM) 2.0" Finish Course	466,867	SF	\$3.30	\$ 1,540,661
7	Adjust Manhole or Vault to Grade within roadway	32	EA	\$1,500.00	\$48,000
8	Adjust Valve Cover or Utility Box to Grade within roadway	30	EA	\$1,500.00	\$45,000
9	Remove (Sawcut, remove and haul away PCC of the existing Access Ramp including excavation of 4" native /base and adding & compacting 4" CMB) and Construct (Construct New PCC Access Ramps per CALTRANS Standard Plan A88A and /or Carson Std. Plan No. 124) Access Curb Ramps	9	EA	\$ 13,734.00	\$ 123,606
10	[DELETABLE]Furnish and Install Truncated Dome Panel per CALTRANS Standard Plan A88A and /or Carson Std. Plan No. 124	387	SF	\$52.50	\$20,318
11	Remove & Replace Sidewalks (or construct new) including excavation and adding 4" CMB and adjusting Water Meters, Pull Boxes, Traffic Signal Boxes, etc. to Grade	18,148	SF	\$30.75	\$558,052
12	Remove & Replace Curb & Gutter and Cross Gutter Spandrel	957	LF	\$147.50	\$141,158
13	Remove and Replace Commercial Driveway Approach including Excavation and Adding Aggregate Base per Carson Standard Plan	1,694	SF	\$30.75	\$52,091
14	Remove and Replace Concrete Pavement	403	CY	\$6,826	\$2,750,878

15	Tree Removal and Disposal DSH 16" to 26" diameter	27	EA	\$1,200.00	\$32,400
16	Maxwell Drywell Drainage System	1	LS	\$49,500.00	\$49,500.00
17	Allowances	1	LS	\$100,000.00	\$100,000.00
<b>TOTAL BASE BID AMOUNT*</b>		<b>Figures</b>	<b>\$8,018,416</b>		
		<b>Words</b>	Eight million, eighteen thousand, four hundred and sixteen dollars		

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of days indicated in the Invitation for Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the owner and another contractor, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of \_\_\_\_\_ Dollars,

said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Section 20174, it is agreed a portion equal to the difference between the low bid and bid submitted by the second lowest responsible bidder shall be retained as liquidated damages by the Owner if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time provided and Owner awards the Contract to the second lowest responsible bidder. The surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY \_\_\_\_\_

**SCHEDULE OF BID ITEMS  
PROJECT NO. 1393-5 & 1411-5**

**PROJECT NO. 1642: Avalon Boulevard Street Improvement Plans Lomita  
Blvd. to E. 223<sup>rd</sup> Street**

**NOTE:**

All amounts and totals in bid sheet will be subject to verification by the City. In case of variation between the unit price and the totals shown by the bidder, the unit price will be considered as the price.

The information given in the bid sheets is supplied to give an indication of the general scope of work but the accuracy of these figures is not guaranteed. It is understood the information given above is solely for the purpose of comparison of bids and the Contractor's compensation will be computed upon the basis of actual quantities in the complete work, whether they be more or less than those shown herein.

The City has the right to increase or decrease any item in accordance with the Standard Specifications, and also to delete any item from this contract.

The undersigned agrees to execute the contract agreements form and complete the work in every detail as specified in the Contract Documents.



## BID

PROJECT NO. 1393-5 & 1411-5

### **BIDDER'S DECLARATION**

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Invitation for Bids, the Instructions to Bidders, this Bid, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters that can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Bid and he further understands that the Owner will not be responsible for any errors or omissions in the preparation of the Bid.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified in the Bidding Schedule.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance and endorsements within the period of time specified in the Contract Documents.

5. The undersigned certifies that this Bid is genuine and not a sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The award for such work is to be entirely at the discretion of the Owner after evaluation of the bids as submitted. Pursuant to Public Contract Code Section 20174, the undersigned agrees that the Owner shall retain from the undersigned's bid security an amount equal to the difference between the low bid and amount of the bid submitted by the second lowest responsible bidder, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Section 20174 in the event of his failure or refusal

to execute a Contract and furnish required bonds and insurance therefor within the time provided and Owner awards the Contract to the second lowest responsible bidder.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the Owner.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

\_\_\_\_\_  
Contractor's Business Name

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Business Address: Street

\_\_\_\_\_  
By Title

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Contractor's License No. and Classification

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Residence: Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

BID

PROJECT NO. 1393-5 & 1411-5

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS  
BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND  
EXECUTION OF THOSE CERTIFICATIONS, WHICH ARE A PART OF  
THIS BID

The bidder \_\_\_\_, proposed subcontractor \_\_\_\_\_ hereby certifies that he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BID

PROJECT NO. 1393-5 & 1411-5

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** \_\_\_\_, **has not** \_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California of the Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

**Note: The bidder must place a check mark after “has” or “has not” in one of the blank spaces provided.** The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

---

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of a Contractor’s failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of this Statement.

**Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.**

BID

PROJECT NO. 1393-5 & 1411-5

**NONCOLLUSION AFFIDAVIT**

(To be executed by Bidder and submitted with Bid)

State of California

ss

County of Los Angeles

\_\_\_\_\_ 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 the 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 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 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 the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
ADDRESS OF BIDDER

\_\_\_\_\_  
CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate jurats)

BID

PROJECT NO. 1393-5 & 1411-5

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety, are  
held firmly bound unto the Owner, consisting of one or both of the following described public  
entities:

- The City of Carson, California
- Successor Agency

in the sum of \$ \_\_\_\_\_;

\_\_\_\_\_ DOLLARS,

(not less than ten percent of total amount of bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under  
the following:

PROJECT NO.: 1393-5 & 1411-5

**TITLE: Project 1393-5 & 1411-5: Wilmington Street Improvement Plans  
Lomita Blvd. to E. 223<sup>rd</sup> Street**

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner and, within the time  
and in the manner required in the Specifications for said project, enters into the written form of  
Contract bound with said Specifications and furnishes the required insurance and bonds, one to  
guarantee faithful performance and the other to guarantee payment for labor and materials, then  
this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event  
suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all  
costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the  
court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(SEAL)  
Principal

\_\_\_\_\_(SEAL)  
Surety

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

ALL SIGNATURES MUST BE WITNESSED BY NOTARY

(attach appropriate jurats)

BID

PROJECT NO. 1393-5 & 1411-5

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4114 of the Public Contract Code of the State of California, and any amendments thereto, and Title 49, Section 26.11 of the Code of Federal Regulations, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid **or \$10,000, whichever is greater**, the subcontractor's State contractor's license number, and the subcontractor's Department of Industrial Relations (DIR) registration number issued pursuant to Section 1725.5 of the Labor Code, as part of the information submitted for that proposed subcontractor, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

**LIST OF PROPOSED SUBCONTRACTORS**

["Duplicate Next Page if needed for listing additional subcontractor."]

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: \_\_\_\_\_

Address: \_\_\_\_\_

State License Number: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Class \_\_\_\_\_

Portion of Work (%) \_\_\_\_\_



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**LIST OF PROPOSED SUBCONTRACTORS CONT'D**

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: \_\_\_\_\_

Address: \_\_\_\_\_

State License Number: \_\_\_\_\_

Class \_\_\_\_\_

Portion of Work (%) \_\_\_\_\_

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Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: \_\_\_\_\_

Address: \_\_\_\_\_

State License Number: \_\_\_\_\_

Class \_\_\_\_\_

Portion of Work (%) \_\_\_\_\_

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Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: \_\_\_\_\_

Address: \_\_\_\_\_

State License Number: \_\_\_\_\_

Class \_\_\_\_\_

Portion of Work (%) \_\_\_\_\_

BID

PROJECT NO. 1393-5 & 1411-5

**CONSTRUCTION PROJECT REFERENCE**

**The bidder is required to supply the following information.**

(Additional sheets may be attached if necessary.)

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed or in progress within the last 24 months.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Type of Firm: \_\_\_\_\_  
(Individual, Partnership, or Corporation)

Contractor's State License Classification \_\_\_\_\_ Expiration date \_\_\_\_\_

Contractor's DIR No. \_\_\_\_\_

Corporate organized under the laws of the State of \_\_\_\_\_

List the names and addresses of all members of the firm, or names and titles of all officers of the corporation \_\_\_\_\_

Number of years as a contractor in construction work of this type: \_\_\_\_\_

Three projects of this type recently completed:

**Project 1**

Project Location \_\_\_\_\_ Contract Amount \_\_\_\_\_

Type of Project \_\_\_\_\_ Date Completed \_\_\_\_\_

Contact person \_\_\_\_\_ Phone Number \_\_\_\_\_

**Project 2**

Project Location \_\_\_\_\_ Contract Amount \_\_\_\_\_

Type of Project \_\_\_\_\_ Date Completed \_\_\_\_\_

Contact person \_\_\_\_\_ Phone Number \_\_\_\_\_

**Project 3**

Project Location \_\_\_\_\_ Contract Amount \_\_\_\_\_

Type of Project \_\_\_\_\_ Date Completed \_\_\_\_\_

Contact person \_\_\_\_\_ Phone Number \_\_\_\_\_

Bidder's Signature \_\_\_\_\_

NOTE: If requested by the Owner, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature \_\_\_\_\_

BID

PROJECT NO. 1393-5 & 1411-5

**BIDDER'S ASSURANCE**

FROM:

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No: (\_\_\_\_) \_\_\_\_\_

TO:

Members of the Owner's Legislative Body  
C/o City Hall  
City of Carson, California

Members of the Owner's Legislative Body:

Pursuant to your published Invitation for Bids for:

PROJECT NO.: 1393-5 & 1411-5

**TITLE: Project 1393-5 & 1411-5: Avalon Boulevard Street Improvement Plans  
Lomita Blvd. to E. 223<sup>rd</sup> Street**

The undersigned declares that he has carefully examined the location of the proposed work; that he has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders; and hereby proposes to furnish all materials, machinery, tools, labor, and services, and do all the work necessary to complete the project in accordance with said Plans and Specifications, and other Contract Documents, at the item prices on the bidding schedule.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BID

PROJECT NO. 1393-5 & 1411-5

**CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS**

As suppliers of goods or services to the Owner, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM \_\_\_\_\_

TITLE OF PERSON SIGNING \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

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**BID**

Project Labor Agreement  
Letter of Assent  
**COMPANY LETTERHEAD**

City of Carson  
701 East Carson Street  
Carson, CA 90745  
Attn: City Manager

SUBJECT: PROJECT NO.

Dear City Manager:

This is to confirm that [name of company] agrees to be party to and bound by the City of Carson Project Labor Agreement executed March 4, 2020 (Agreement), as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

(Name of Construction Company)

By: \_\_\_\_\_  
(Name and Title of Authorized Executive)

Contractor's State License No: \_\_\_\_\_

Project Name: \_\_\_\_\_

**BID**

**CAL/OSHA CERTIFICATION**

**COMPANY LETTERHEAD**

City of Carson  
701 East Carson Street  
Carson, CA 90745  
Attn: City Manager

SUBJECT: PROJECT NO.

Dear City Manager:

This is to confirm that [name of company] has provided all required and necessary safety training to its employees related to the equipment to be utilized and work contemplated as described in the Invitation for Bids, and that all employees are familiar with the safety regulations pertaining to the work, in compliance with any and all Cal/OSHA regulations and mandates.

Sincerely,

(Name of Construction Company)

By: \_\_\_\_\_  
(Name and Title of Authorized Executive)

Contractor's State License No: \_\_\_\_\_

Project Name: \_\_\_\_\_

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**FAIR EMPLOYMENT PRACTICES DOCUMENTS**

**PROJECT NO. 1393-5 & 1411-5**

**PROJECT NO. 1393-5 & 1411-5: Avalon Boulevard Street Improvement  
Plans Lomita Blvd to E. 223<sup>rd</sup> Street**

To Be Submitted

By The Low Bidder

WITHIN THREE WORKING DAYS FOLLOWING

OPENING OF BIDS

FAIR EMPLOYMENT PRACTICES

PROJECT NO. 1393-5 & 1411-5

**INSTRUCTIONS**

The Fair Employment Practices in Contracts, as adopted by Owner, requires that the Owner not do business with any firm that discriminates against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Accordingly, every contract or subcontract of the Owner in excess of \$10,000 for public works, or for goods and services, must be accompanied by a Certificate of Non-Discrimination, obligating the contractor or subcontractor to observe the requirements specified therein.

In addition to the Certificate of Non-Discrimination, the Fair Employment Practices in Contracts also requires that the lowest responsible bidder undertake an affirmative course of action to promote equal employment opportunities and to ensure that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Completion of the attached compliance report will satisfy this requirement. The apparent successful low bidder and each of its subcontractors must submit one copy of the compliance report to the City Engineer, Carson City Hall, 701 East Carson Street, Carson, California 90745, within three days after the opening of bids.

Ref: Resolution No. 83-008

ADOPTED 1/17/83

FAIR EMPLOYMENT PRACTICES

PROJECT NO. 1393-5 & 1411-5

**CONTRACTOR COMPLIANCE REPORT**

This report must be completed by prime contractor and each subcontractor. Complete all items unless otherwise instructed. Use additional sheets if necessary. Submit one copy of the completed report to Owner:

C/o Engineering Services – PMFirstName PMLastName  
email@domain.1393-5 & 1411-5  
Public Works Department (PWD)  
Carson City Hall  
701 East Carson Street  
Carson, CA 90745

**PART I. FIRM DESCRIPTION**

1. Circle one:                      Prime Contractor                      Subcontractor
  
2. Name of Firm: \_\_\_\_\_
  
3. Address: \_\_\_\_\_
  
4. Name and address of principal official or manager:  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Name and address of home office, if different from above:  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Person completing this form:  
  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Business Telephone: (    ) \_\_\_\_\_  
Date: \_\_\_\_\_

PART II: POLICIES AND PRACTICES (Circle proper answer)

1. Yes No Have you informed company officials and representatives regarding the non-discrimination provisions of the Owner's contracts?
2. Yes No Do your solicitations or advertisements for employment specify that you are an equal opportunity employer?
3. Yes No Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? If so, please enumerate:

JOB CATEGORY	TRAINING PROGRAM	W	B	H	A	AI	M	F	TOTAL

W = White    B = Black    H = Hispanic    A = Asian    AI = American Indian  
M = Male    F = Female

4. Yes No Are any apprentices obtained from sources outside the employer's work force? If yes, have you circulated information about apprenticeship openings or opportunities to the following?

Yes No State Employment Offices

Yes No Newspapers or other media

Yes No High schools, including those in minority group areas

Yes No Local trade or vocational schools

Yes No Agencies and organizations specializing in minority employment

If there are any apprenticeship programs, please list, along with ethnic breakdown:

JOB CATEGORY	TRAINING PROGRAM	W	B	H	A	AI	M	F	TOTAL

5.    Yes    No    If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the non-discrimination provisions of the Owner's contracts?
6.    Identify (names and addresses) the employment agencies, personnel recruitment organizations, newspaper advertising, or other non-union sources from which the company recruits its personnel.

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7.    Yes    No    Do you have a collective bargaining agreement with a labor union or other organization? If yes, specify the union or organization.

\_\_\_\_\_

8.    Yes    No    Does your company's collective bargaining agreement or other contract or understanding with a labor union or other working organization include a provision for non-discrimination in employment?

9.    Remarks:    Use this space for comment on any answers you have supplied.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PART III A: EMPLOYMENT FIGURES (1)

Name of Firm: \_\_\_\_\_

Project Name: \_\_\_\_\_

Date Form Submitted: \_\_\_\_\_

Person Submitting Form: \_\_\_\_\_

Check One: Submit separate forms for company makeup (page 22), and for specific project makeup (page 23)

( X ) Permanent makeup of company

( ) Estimated makeup of employees on this specific project only

JOB CATEGORIES	TOTAL EMPLOYED	MINORITY GROUPS*					M	F
		WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN		
OFFICERS & OFFICIALS								
PROFESSIONAL (2)								
CLERICAL & OFFICE								
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
A								
B								
C								
D								
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

(1) This report must be completed by prime contractor and each subcontractor.

(2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.

(3) Workers who operate equipment or perform factory-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.

(4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.

\* An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

PART III B: EMPLOYMENT FIGURES (1)

Name of Firm: \_\_\_\_\_

Project Name: \_\_\_\_\_

Date Form Submitted: \_\_\_\_\_

Person Submitting Form: \_\_\_\_\_

Check One: Submit separate forms for company makeup (page 22), and for specific project makeup (page 23)

( ) Permanent makeup of company

(X) Estimated makeup of employees on this specific project only

JOB CATEGORIES	TOTAL EMPLOYED	MINORITY GROUPS*				AMERICAN INDIAN	M	F
		WHITE	BLACK	HISPANIC	ASIAN			
OFFICERS&OFFICIALS								
PROFESSIONAL (2)								
CLERICAL & OFFICE								
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
A								
B								
C								
D								
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

- (1) This report must be completed by prime contractor and each subcontractor.
  - (2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.
  - (3) Workers who operate equipment or perform factory-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.
  - (4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.
- An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

**CONTRACT DOCUMENTS**

**PROJECT NO. 1393-5 & 1411-5**

**PROJECT NO. 1393-5 & 1411-5: Avalon Boulevard Street Improvement  
Plans Lomita Blvd. to E. 223<sup>rd</sup> Street**



To be Submitted  
AFTER  
Award of Contract



CONTRACT  
**PROJECT NO. 1393-5 & 1411-5**

**PUBLIC WORKS AGREEMENT  
BETWEEN THE CITY OF CARSON AND**

---

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Carson, a California charter city (“**City**”) and \_\_\_\_\_ (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “**Party**” or “**Parties**.”

**RECITALS**

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

**ARTICLE 1. CONTRACTOR SERVICES**

**1.1 Scope of Work.**

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled \_\_\_\_\_ (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents

included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

## **1.2 Incorporation of Greenbook.**

The provisions of the 2018 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

## **1.3 Compliance with Labor and Wage Laws.**

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

#### **1.4 Compliance with Project Labor Agreement**

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

#### **1.5 Licenses, Permits, Fees and Assessments.**

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

#### **1.6 Familiarity with Work.**

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

#### **1.7 Discovery of Unknown Conditions.**

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

### **1.8 Unidentified Utilities.**

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

### **1.9 Trench Excavation.**

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

### **1.10 Protection and Care of Work and Materials.**

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not,

without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

### **1.11 Warranty.**

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### **1.12 Additional Work and Change Orders.**

(d) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Project Manager to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and Project Manager prior to commencing the extra work thereunder.

(e) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the Project Manager. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(f) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Project Manager. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(g) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(h) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **1.13 Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid, attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("**Contract Sum**") for completion of the work.

### **2.2 Invoices.**

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

### **2.3 Payment.**

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### **2.4 Retention.**

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code.



In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

### **2.5 Waiver.**

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

### **2.6 Substitution of Securities.**

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Schedule of Performance.**

Contractor shall complete the Project within Ninety (90) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

### **3.2 Liquidated Damages.**

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

**3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Final Acceptance.**

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

**ARTICLE 4. COORDINATION OF WORK**

**4.1 Representatives and Personnel of Contractor.**

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain

the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

#### **4.2 Status of Contractor.**

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### **4.3 Project Manager.**

The Project Manager shall be Jesus Sanchez or any other person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted

hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

## **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

### **5.1 Insurance Coverages.**

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that

provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

## **5.2 General Insurance Requirements.**

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(g) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(h) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(i) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of

primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(j) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(k) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(l) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(m) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(n) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(o) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(p) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(q) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(r) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(s) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(t) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(u) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(v) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### **5.3 Indemnification.**

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or

wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

#### **5.4 Notification of Third-Party Claims.**

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

#### **5.5 Performance and Payment Bonds.**

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds:

(w) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(x) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

#### **5.6 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required in Section 5.5 may be changed accordingly upon receipt of written notice from the City.



## **5.7 Release of Securities.**

City shall release the performance bond and payment bond when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the Project has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### **6.2 Reports.**

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

### **6.4 Confidentiality and Release of Information.**

(y) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(z) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(aa) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor’s conduct.

(bb) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Los Angeles, State of California.

### **7.2 Default of Contractor.**

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

### **7.3 Suspension and Termination.**

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

#### 7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, “claim” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(cc) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(dd) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim’s cost, if any.

(vi) Analysis of the claim’s time/schedule impact, if any.

(ee) City’s Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(ff) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(gg) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(hh) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(ii) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(jj) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

#### **7.5 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### **7.6 Rights and Remedies Are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### **7.7 Unfair Business Practices Claims.**

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

## **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### **8.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **8.3 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

### **8.4 Unauthorized Aliens.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.



## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Provisions Required By Law.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

### **9.2 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### **9.3 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### **9.4 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### **9.5 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

### **9.6 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any

of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.7 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

**9.8 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF CARSON, a California charter city

\_\_\_\_\_, Mayor

**ATTEST:**

\_\_\_\_\_, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney

**CONTRACTOR:**

\_\_\_\_\_

\*By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ <div style="margin-left: 100px;">TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <div style="margin-left: 100px;"><input type="checkbox"/> GENERAL</div> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT A**  
**CONTRACTOR'S BID**

**EXHIBIT B**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

**EXHIBIT C**

**PERFORMANCE BOND**

**PROJECT NO. 1393-5 & 1411-5**

We, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of \_\_\_\_\_ **U.S. Dollars and \_\_ Cents** (\$\_\_\_\_\_). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.



Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Seal of Corporation \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative of Principal

Title: \_\_\_\_\_

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service  
of process in California:

( ) \_\_\_\_\_  
[name of surety company]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
Attorney in Fact or other  
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate jurats)

**EXHIBIT D**

**PAYMENT BOND**

**PROJECT NO. 1393-5 & 1411-5**

We, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of \_\_\_\_\_ U.S. Dollars and \_\_ Cents (\$\_\_\_\_\_). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Seal of Corporation \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative of Principal

Title: \_\_\_\_\_

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service  
of process in California:

( ) \_\_\_\_\_  
[name of surety]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

By: \_\_\_\_\_  
Attorney in Fact or other  
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate jurats)

CONTRACT

**PROJECT NO. 1393-5 & 1411-5**

**EXHIBIT A-1**

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: \_\_\_\_\_

Indemnitor(s) (list all names): \_\_\_\_\_

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Carson and Successor Agency and their respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys' fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by or subject to the approval of Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name \_\_\_\_\_

Name \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

TO BE SIGNED BY THE CONTRACTOR

**EXHIBIT A**

**INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING  
EVIDENCE OF INSURANCE TO THE OWNER**

Insured: \_\_\_\_\_  
(Contractor, Lessee, Permittee, etc.)

Date: \_\_\_\_\_

**Insured**

- A. 1. In order to reduce problems and time delays in providing evidence of insurance to the Owner, you are requested to give your insurance agent or broker a copy of the attached Insurance Requirements and endorsement forms along with these instructions for completing, executing, and submitting evidence of insurance.
- 2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State of California.
- 3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.

**Insurance Agent or Broker**

- B. 1. The appropriate Endorsement Form shall be used. No changes in the terms of the Endorsement will be permitted. Certificates of Insurance alone will not be accepted by the Owner.
- 2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's contract, lease or permit are checked below and enclosed.

(X) Workers' Compensation/Employers Liability

- (X) General Liability
- (X) Automobile Liability
- (X) Excess/umbrella Liability
- ( ) Professional Liability
- ( ) Property insurance
- ( ) Fine Arts Property Insurance

3. You shall have an authorized representative of the insurance company sign the completed endorsement forms, note his phone number at the bottom of page 2 and have said representative transmit the forms to the Owner. Signatures must be originals as the Owner will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
4. The name of the Insurance Company underwriting the coverage and its address shall be noted on page 2 of the endorsement form.
5. The "General description of agreement(s) and/or activity(ies) insured" shall include reference to the activity and/or to either the specific Owner contract number, lease number, permit number or construction approval number.
6. The coverages and limits for each type of insurance are specified in the attached sheet of insurance requirements. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered.
7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with the Owner's requirements.
8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.
9. When additional sheets are attached, change the number of pages at the bottom of the form.

10. Completed Endorsement(s) and questions relating to the required insurance are to be directed to:

Risk Management Department  
Project No. 01642  
City of Carson  
701 E. Carson Street  
Carson, CA 90745  
(310) 830-7600
11. Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
12. DELAY IN SUBMITTING PROPERLY COMPLETED ENDORSEMENT FORMS MAY DELAY YOUR INSURED'S INTENDED OCCUPANCY OR OPERATION UNDER AGREEMENT WITH THE OWNER.
13. For extensions or renewals of insurance policies which have the Owner's Endorsement Form(s) attached, the Owner will accept a copy of the endorsement (with an original signature) to extend the period of coverage as evidence of continued coverage.



**EXHIBIT B**

**GENERAL COMPREHENSIVE LIABILITY ENDORSEMENTS  
(SAMPLE)**

---

NAME OF ADDRESS OF INSURED:

---

General description of agreement(s) and/or activity(ies) insured:

---

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Owner, consisting of one or both of the following described public entities:

- The City of Carson, California
- The Successor Agency to Carson Redevelopment Agency

and its or their elected officials, officers, agents and employees are additional insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.

2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Owner.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. Insurance company shall waive subrogation against Owner, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the first named insured or others providing insurance evidence to waive their right of recovery prior to a loss.
5. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Carson, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management Department  
PROJECT NO. 1642  
City of Carson  
701 E. Carson Street  
Carson, CA 90745  
(310) 830-7600

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions relate to the above coverages:

- |   |   |
|---|---|
| <input type="checkbox"/> Premises & Operations            | <input type="checkbox"/> Explosion Hazard   |
| <input type="checkbox"/> Contractual Liability            | <input type="checkbox"/> Collapse           |
| <input type="checkbox"/> Independent Contractors          | <input type="checkbox"/> Underground Hazard |
| <input type="checkbox"/> Products/Completed Operations    | <input type="checkbox"/> Personal Injury    |
| <input type="checkbox"/> Broad Form Property Damage       | <input type="checkbox"/> _____              |
| <input type="checkbox"/> Broad Form Liability Endorsement |   |

A deductible or self-insured retention (strike out one) of \_\_\_\_\_ applies to \_\_\_\_\_ coverage.

DEDUCTIBLE APPLIES PER CLAIM \_\_\_\_\_, PER OCCURRENCE \_\_\_\_\_.

\_\_\_\_\_  
INSURANCE COMPANY  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

\_\_\_\_\_  
Signature of Authorized Representative (Original Signature only;  
No facsimile signature or initialed signature accepted)

Executed at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_, 2020

Phone No.: ( ) \_\_\_\_\_

**EXHIBIT C**

**AUTOMOBILE LIABILITY ENDORSEMENTS  
(SAMPLE)**

---

NAME OF ADDRESS OF INSURED:

---

General description of agreement(s) and/or activity(ies) insured:

---

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Owner, consisting of one or both of the following described public entities:

- The City of Carson, California
- The Successor Agency to Carson Redevelopment Agency

and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.

2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Owner.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. Insurance company shall waive subrogation against Owner, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the first named insured or others providing insurance evidence to waive their right of recovery prior to a loss.
5. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Carson, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management Department  
PROJECT NO. 1642  
City of Carson  
701 E. Carson Street  
Carson, CA 90745  
(310) 830-7600

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
-----------------	----------------	------------

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY
--	-----------------------	---------------------

Scheduled items or locations are to be identified on an attached sheet.

The following are covered by the policy:

- Owned Automobiles
- Nonowned Automobiles
- Hired Automobiles
- Owned, Nonowned and Hired Automobiles

A deductible or self-insured retention (strike out one) of \_\_\_\_\_ applies to \_\_\_\_\_ coverage.

DEDUCTIBLE APPLIES PER CLAIM \_\_\_\_\_, PER OCCURRENCE \_\_\_\_\_.

\_\_\_\_\_  
INSURANCE COMPANY  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

\_\_\_\_\_  
Signature of Authorized Representative (Original Signature only;  
No facsimile signature or initialed signature accepted)

Executed at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_, 2023

Phone No.: (\_\_\_\_) \_\_\_\_\_

**EXHIBIT D**

**WORKERS' COMPENSATION/EMPLOYERS LIABILITY  
SPECIAL CANCELLATION NOTICE ENDORSEMENT  
(SAMPLE)**

---

NAME AND ADDRESS OF INSURED:

---

General description of agreement(s) and/or activity(ies) insured:

---

This policy shall not be subject to cancellation except after notice in writing shall have been sent not less than thirty (30) days prior to the effective date thereof by certified mail, return receipt requested, addressed to Risk Management, City of Carson, P.O. Box 6234, Carson, CA 90749.

The company agrees to waive all rights of subrogation against the Owner, consisting of one or both of the following described public entities:

- The City of Carson, California
- The Successor Agency to Carson Redevelopment Agency

and its or their elected officials, officers, agents and employees.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

---

Endorsement No.	Effective Date	Policy No.
-----------------	----------------	------------

---

---

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM	TO	LIMITS OF LIABILITY
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Workers' Compensation			Statutory
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Employers Liability

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The following are included in the above coverages:

- Broad Form All States Endorsement
- Voluntary Compensation Endorsement
- \_\_\_\_\_
- \_\_\_\_\_

INSURANCE COMPANY

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

\_\_\_\_\_  
Signature of Authorized Representative (Original Signature only;  
No facsimile signature or initialed signature accepted)

Executed at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_, 2023

Phone No.: (\_\_\_\_) \_\_\_\_\_

**EXHIBIT E**

**EXCESS LIABILITY INSURANCE ENDORSEMENTS  
(SAMPLE)**

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NAME AND ADDRESS OF INSURED:

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General description of agreement(s) and/or activity(ies) insured:

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Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Owner, consisting of one or both of the following described public entities:

- The City of Carson, California
- The Successor Agency to Carson Redevelopment Agency

and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.

2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Owner.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. Insurance company shall waive subrogation against Owner, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the first named insured or others providing insurance evidence to waive their right of recovery prior to a loss.
5. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Carson, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management Department  
PROJECT NO. 1642  
City of Carson  
701 E. Carson Street  
Carson, CA 90745  
(310) 830-7600

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
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TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY <u>AMOUNT EXCESS OF</u>
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- Excess Liability
- Following Form
  - Umbrella Liability
  - Other

Applicable underlying coverages

<u>Insurance Company</u>	<u>Policy No.</u>	<u>Amount</u>
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The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

A deductible or self-insured retention (strike out one) of \$\_\_\_\_\_ applies to coverages not included in underlying policies.

DEDUCTIBLE APPLIES PER CLAIM\_\_\_\_, PER OCCURRENCE\_\_\_\_\_.

INSURANCE COMPANY \_\_\_\_\_

ADDRESS: \_\_\_\_\_

I, \_\_\_\_\_, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

\_\_\_\_\_  
Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_, 2023

Phone No.: (\_\_\_\_) \_\_\_\_\_