



Agenda Item #: _____

Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Jim Arndt, Director of Public Works
Raul Saenz, Utilities Manager
Brian Wright, Water Plant Supervisor

DATE: November 1, 2011

SUBJECT: Consideration to Approve Specifications and Authorize City Manager to Seek Bids for a Construction Contract for the Block 35 Booster Pump Motor Replacement and Electrical System Improvement Project

RECOMMENDATION:

Staff recommends that City Council approve plans and specifications for the replacement of Block 35 Booster Pump Motor Replacement and Electrical System Improvement Project and authorize the City Manager to solicit construction bids.

FISCAL IMPLICATION:

This project is estimated at \$20,000 and funds exist within the 2011-2012 Public Works Utilities Budget (Water Pumping - Contract Services, 501-18-231-5101) to cover these expenses.

BACKGROUND:

Block 35 Booster Station is located near the corner of 6th Street and Rowell Ave. The booster station houses four (4) 75 horse power booster pumps, providing potable water supply and water system pressure, as well as emergency fire protection to the southern portion of the City. The motors for booster pumps #2 and #4 have failed due to dead shorts in the electrical motor windings. It has been determined that the dead shorts were the result of insufficient moisture protection in the motor electrical circuitry and inadequate thermal protection devices in the electrical circuitry of the motor control center. The loss of booster pumps #2 and #4 eliminates the Block 35 Booster Station redundant emergency water boosting capacity. Replacement of the two failed booster pump motors will return the Block 35 Booster Station to full pumping capacity; and the improvement in electrical circuitry protection will reduce the possibility of similar motor failures in the future.

It should be noted that even with the loss of booster pumps #2 and #4, the Block 35 Booster Station, in combination with the Peck Reservoir Booster Station, are still capable of producing adequate supply and pressure to meet normal and emergency demands for water.

This project will involve:

- Installation of new US Electric 75hp motors for boosters #2 and #4
- Wiring of motor moisture displacement heaters for boosters 1, 2, 3 and 4
- Wiring of motor thermal protectors for boosters 1, 2, 3 and 4
- Update of wire diagram, including labeling of new and existing wiring

DISCUSSION:

If approved by City Council, Staff would proceed to advertise the project for construction bids. Bids will be opened and recommended for award at the December 20 City Council meeting.

Specifications

Specifications for the Block 35 Booster Motor Replacement and Electrical System Improvement Project are available for review in the City Clerk's Office at City Hall.

SPECIFICATION AND CONTRACT DOCUMENTS

FOR

CITY OF MANHATTAN BEACH, CALIFORNIA

Block 35 Booster Pump Motor Replacement and Electrical System Improvement Project



Completion: Working Days

PUBLIC WORKS DEPARTMENT

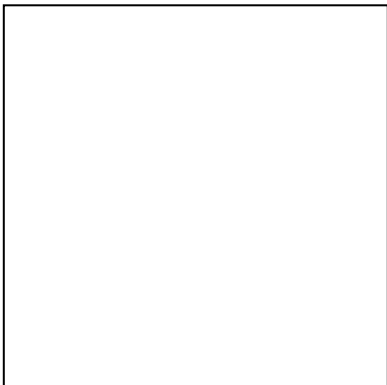
1400 Highland Avenue
Manhattan Beach, California 90266
www.citymb.info

Project Manager: Raul Saenz

Email: rsaenz@citymb.info

Telephone: (310) 802-5315

STAMP:



Reviewed by:

Jim Arndt
Public Works Director

CITY OF MANHATTAN BEACH
SPECIAL PROVISIONS

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
Part 1		<u>General Provisions</u>
	1	Terms, Definitions Abbreviations & Symbols
	2	Scope and Control of Work
	3	Changes in the Work
	4	Control of Materials
	5	Utilities
	6	Prosecution Progress & Acceptance of Work
	7	Responsibilities of the Contractor
	8	Facilities and Agency Personnel
	9	Measurement and Payment
	10	Special Project Site Maintenance and Public Convenience and Safety

Please also see attached document:

Technical Provisions
Block 35 Booster Pump Motor Replacement and Electrical Improvement Project
City of Manhattan Beach, CA
CITY OF MANHATTAN BEACH

CITY OF MANHATTAN BEACH
PROJECT SPECIFICATIONS

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CITY OF MANHATTAN BEACH
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

* * * *

SEALED PROPOSALS will be received at the office of the City Clerk, City Hall, City of Manhattan Beach, California, until 11:00 a.m. on _____, at which time they will be publicly opened and read, for performing work as follows:

No bid will be received unless it is made on a proposal form furnished by the Engineer. Each bid must be accompanied by (cash, certified or cashier's check, or bidder's bond) made payable to the City of Manhattan Beach for an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

Notice is hereby given that the Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rates of per diem wages as evidenced in most recent edition of State of California, Department of Transportation, Business, Transportation and Housing Agency, General Prevailing Wage Rates Schedule, in the locality in which the work is to be done, for each craft or type of workman or mechanic needed to execute the contract in accordance with the provisions of Section 1770 to 1781 of the Labor Code; said prevailing rates are on

file in the Office of the City Clerk and are incorporated herein by reference.

-1-

In accordance with Section 1776 of the Labor Code as amended, the Contractor shall submit a certified copy of the complete project payroll record to the Engineer, prior to final acceptance of the contract work.

The Contractor shall, in the performance of the work and improvements, conform to the Labor Code and other laws of the State of California and the laws of the Federal Government of the United States applicable thereto.

The Contractor's attention is directed to Section 14311.5 of the Government Code concerning projects involving federal funds and failure of bidder or Contractor to be properly licensed.

All bids are to be compared on the basis of the Engineer's Estimate of the quantities of work to be done. The City reserves the right to delete any bid item(s) prior to award if it is in the City's best interests to do so.

No contract will be awarded to a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code.

Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required in the contract documents.

Plans may be seen and forms of proposal, bonds, contract, and specifications may be obtained at the City of Manhattan Beach City Hall, 1400 Highland Avenue, Manhattan Beach, California. A non-refundable deposit for the plans and specifications may be charged as determined by the Engineer.

The special attention of prospective bidders is called to Section I, PROPOSAL REQUIREMENTS, for full direction as to bidding, etc.

The City of Manhattan Beach reserves the right to reject any or all bids.

Dated: _____ LIZA TAMURA, City Clerk

PROPOSAL REQUIREMENTS

Proposal Requirements

(a) General Information

The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on _____, sealed proposals for:

(b) Examination of Plans, Specifications, Special Provisions, and Site of Work

The Bidder is required to examine carefully the site of work and the proposal plans, specifications, and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

(c) Proposal Form

All proposals must be made upon blank forms to be obtained from the Public Works Department in the City Hall. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer. Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required and referred to in the contract documents.

(d) Rejection of Proposals Containing Alterations, Erasures or Irregularities

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

Each Contractor shall base his bid on furnishing and installing all items exactly as shown on the contract drawings and as described in the contract specifications. The successful Contractor will not be authorized to make any materials substitutions or changes in plans and/or specifications on his own initiative, but in each and every instance must procure written authorization from the Engineer before installing any work in variance with the contract requirements.

(e) Interpretation of Contract Documents

If any person contemplating submitting a bid on this project is in doubt as to the true meaning of any part of the plans, specifications, or other sections of the contract documents, he may submit to the Engineer a written request for interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract documents including the plans and specifications will be made by addendum duly issued or delivered by the Engineer to each person receiving a set of said documents. The Engineer will not be responsible for any other explanations or interpretations of the contract documents.

(f) Bidder's Guaranty

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Manhattan Beach, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

(g) Award of Contract

The award of the contract, if it be awarded*, will be to the lowest responsible bidder whose proposal complied with all the requirements described. The award, if made, will be made within thirty (30) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. *See Paragraph (k) below.

(h) Execution of Contract

The contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

(i) Return of Bidder's Guaranties

Within ten (10) days after the award of the contract, the City Clerk will return the proposal guaranties accompanying such proposals which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

(j) Contractor's Questionnaire

The Contractor shall complete the questionnaire form that accompanies the proposal and submit the information with his proposal.

(k) Owner's Right to Award Contract

The Owner reserves the right to reject any or all bids, to waive any irregularities or informalities and to award contract as may best serve the interests of the City of Manhattan Beach.

CONTRACTOR'S PROPOSAL

To the City Council of the City of Manhattan Beach:

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all the work required to complete said work prior to or upon the expiration of 30 working days in accordance with Drawing No. N/A, Sheets 1 to , Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Mobilization, Demobilization, Site Oversight, Clean-up	1	LS		
2	Furnish and Install New 75hp Premium Efficiency Electric Motor including Heaters, Thermal Switch, and Miscellaneous Parts	2	Each		
3	Furnish and Install New Motor Moisture Displacement Heater at Booster #1	1	Each		
4	Furnish and Install New Wiring from Motor Heaters to Motor Control Center to Insure Proper Protection	4	Each		
5	Wire Motor Thermal Protection Sensors to Motor Control Center	4	Each		
6	Updated Wiring Diagram to Reflect New Installations and Changes	1	LS		

Total Bid Cost: \$ _____

Total Bid Cost in Writing: \$ _____

The undersigned represents that this is a balanced bid and that the overhead and profit have been evenly distributed.

Signed

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of Manhattan Beach.

Licensed in accordance with an act providing for the registration of Contractors, License No. _____.

Signature of Bidder

Title

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals copartners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

(Name of Company or Corporation)

(Address)

(City) (State) (Zip)

Dated: _____, 20____.

STATISTICAL INFORMATION ON CONTRACTOR

Project

Firm/Organization Information Form

INSTRUCTIONS: All proposers or bidders responding to this solicitation must return this form for proper consideration of their proposal or bid. **The information requested below is for statistical purposes only.** On final analysis and consideration of award, a proposer/bidder will be selected without regard to gender, race, creed, or color. Categories listed below are based upon those described in 49 CFR §23.5.

TYPE OF BUSINESS ENTITY: _____
 (Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM: (Owners, Partners, Associate Partners, Managers, Staff, etc.).

Please break down the total number of employees in your firm into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
All Others			

Based upon the categories above, please indicate the total number of men and women in your firm:

Men			
Women			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how the ownership of the firm is distributed:

	Black/African American	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	All Others
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS

ENTERPRISE Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.) YES _____ NO _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: _____

SIGNED: _____ TITLE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID

State of _____)
County of _____) ss.

I, _____, being first duly sworn, deposes and says
that he

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

Bidder _____
By _____
Title _____
Organization _____
Address _____

Subscribed and sworn to before me this _____ day of _____
20____

[Notarial Seal] _____

Notary Public in and for the State of _____

My commission expires _____

CONTRACTOR'S QUESTIONNAIRE

TO THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA:

Re:

Submitted by _____
Principal Office _____
Telephone _____
Type of Firm: Corporation _____ Co-Partnership _____
 Individual _____
Contractor's License No. _____

If a corporation, answer these questions:

Date of incorporation _____
State of incorporation _____
President's name _____
Vice President's name _____
Secretary or Clerk's name _____
Treasurer's name _____

If a co-partnership, answer these questions:

Date of organization _____
Name and Address of all partners _____

Number of years experience as a Contractor in construction work

List the major construction projects your organization has underway as of this date:

_____	Phone: _____
_____	Phone: _____
_____	Phone: _____
_____	Phone: _____

List the major projects your organization has completed in the past five years.

_____	Phone: _____
_____	Phone: _____
_____	Phone: _____
_____	Phone: _____

Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding? _____
If so, when? _____

NOTE: If requested by the City, the bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of his current financial condition.

LIST OF SUBCONTRACTORS

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize himself with Section 2-3 of the Standard Specifications.

Name Under which Subcontractor is Licensed	License Number	Address of Office, Mill or Shop	Specific Description of Subcontract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, as principal, and
_____, as surety are held
and firmly bound unto the City of Manhattan Beach in the sum of

_____ Dollars, (\$_____),
to be paid to the said City or its certain attorney, its successors and
assigns; for which payment, well and truly to be made, we bind ourselves, our
heirs, executors and administrators, successors or assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden _____
_____ to construct _____

dated _____ is accepted by the City of Manhattan
Beach, and if the above bounden _____,

his heirs, executors, administrators, successors and assigns, shall duly enter
into and execute a contract for such construction, and shall execute and
deliver the two bonds described within ten days (not including Sunday) from
the date of the mailing of a notice to the above bounden _____ by and
from the said City of Manhattan Beach that said contract is ready for
execution, then this obligation shall become null and void; otherwise it shall
be and remain in full force and virtue; provided, however, that if Principal
shall, prior to the mailing of a notice of being awarded the contract notify
City of its unwillingness to perform under its bid submittal or request relief
from its bid without legal justification, City shall be relieved of any
obligation to formally award the contract to Principal and City's rights
hereunder shall not be affected by its failure to formally award the contract.

IN WITNESS WHEREOF, we hereunto set our hands and seals this
day of

_____, 20____.

CITY OF MANHATTAN BEACH
A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR". City and Contractor hereby agree as follows:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the three bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Specifications to be furnished by said City, necessary to complete in a good, workmanlike and substantial manner the improvements for the:

in accordance with the specifications and Special Provisions therefor, and also in accordance with the Specifications entitled "Standard Specifications for Public Works Construction, Latest Edition" and all supplements thereto, which said Special Provisions and Standard Specifications are hereby specially referred to and by such reference made a part hereof.

Said work to be done as shown upon the following plans:

Plan No. _____, Sheets 1 to _____

2. Said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Manhattan Beach and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Engineer under them, to wit:

Total Cost: _____

Total Cost In Writing: _____

3. The complete contract consists of the following documents: This Agreement, Notice to Contractors, the accepted bid, the completed Plans,

Specifications and detailed drawings, Performance Bond, Labor and Materials Bond, and Defective Materials, Workmanship and Equipment Bond.

All rights and obligations of City and Contractor are fully set forth and described in the contract documents.

All of the above named documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

A G R E E M E N T
(Continued)

4. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS WHEREOF, the City has by action of its City Council authorized this Agreement to be executed for and on behalf of the City by its Mayor and attested by its City Clerk, and the Contractor has caused the same to be executed by his duly authorized officer.

Contractor

By _____
Its

and

By _____
Its

Address

ATTEST:

CITY OF MANHATTAN BEACH

City Clerk

City Manager

The foregoing agreement is hereby approved by me as to form

Public Works Approval

City Attorney

CITY OF MANHATTAN BEACH
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as principal, and _____,

a corporation, incorporated, organized, and existing under the laws of the State of _____ and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Manhattan Beach, a municipal corporation, located in the County of Los

Angeles, State of California, in the full and just sum of _____
_____ Dollars (\$ _____), lawful money of the

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, said principal has entered into, or is about to enter into, a certain written contract or agreement, dated as of the _____ day of _____, 20_____, with the said City of Manhattan Beach for _____

all as is more specifically set forth in said contract or agreement, a full, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof.

NOW, THEREFORE, if the said Principal _____ shall faithfully and well and truly do, perform and complete, or cause to be done, performed and completed, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal _____, as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on

or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

PERFORMANCE BOND

(Continued)

In the event any suit, action, or proceeding is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED, and DATED this _____ day of _____, 20__.

(CORPORATE SEAL)

Principal

(CORPORATE SEAL)

Surety

The foregoing bond is hereby approved
by me as to form

City Attorney

CITY OF MANHATTAN BEACH Bond No. _____
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

as principal, and _____

as surety, are held and firmly bound unto the CITY OF MANHATTAN BEACH, State of California, in the sum of

_____ (\$ _____) lawful money of the

United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that:

WHEREAS, said principal has been awarded and is about to enter into a written contract or agreement with the City of Manhattan Beach for

all as is more specifically set forth in said contract or agreement, a full, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof.

NOW, THEREFORE, if the said principal as Contractor in said contract or agreement, or principal's subcontractor, fails to pay for any materials, provisions, provided or other supplies or teams, equipment, implements, trucks, machinery or power used in, upon or for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act of the State of California or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work or labor, the surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond.

This bond is executed pursuant to the provisions of Chapter 7 of Division 3, Part 4, Title 15, of the Civil Code of the State of California, and shall inure to the benefit of any and all persons entitled to file claims under Chapter 4 of Division 3, Part 4, Title 15 of the Civil Code of California as now or hereafter amended. No premature payment by said City to said principal shall exonerate any surety unless the City Council of said City shall have actual notice that such payment is premature at the time and it is ordered by said Council, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such

premature payment.

LABOR AND MATERIALS BOND
(Continued)

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and to all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

The said surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligation on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

WITNESS our hands this _____ day of _____, 20____.

Principal

Surety

The foregoing bond is hereby approved by me as to form.

City Attorney

The foregoing bond is hereby approved by me as to surety.

ATTEST:

City Manager

City Clerk

CITY OF MANHATTAN BEACH
DEFECTIVE MATERIALS, WORKMANSHIP, AND EQUIPMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as principal, and _____,

a corporation organized and existing under the laws of the State of _____,
and authorized to do a general surety business in the State of California, as
Surety, are held and firmly bound unto the City of Manhattan Beach
(hereinafter called Owner), a municipal corporation of the State of

California, in the full and just sum of _____
_____ Dollars (\$ _____), lawful money of the United

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the said Principal entered into a certain contract with the obligee,
dated on or about _____ for the
construction of

WHEREAS, the Principal contracted to give the obligee a surety bond in the sum
of _____
Dollars (\$ _____), conditioned that the Principal would make good
and protect the said obligee against the results of materials, equipment, or
workmanship which are inferior, defective, or not in accordance with the terms
of said contract having been used or incorporated in any part of the work so
contracted for, which shall have appeared or been discovered, within the
period of one (1) year from and after the completion and final acceptance of
the work done under said contract.

NOW, THEREFORE, if the Principal shall well and truly make good and
protect the said obligee against the results of materials, equipment, or
workmanship which are inferior, defective, or not in accordance with the terms
of said contract having been used or incorporated in any part of the work
performed under said contract, which shall have appeared or been discovered
within said one (1) year period from and after completion and final acceptance
of said work, then this obligation shall be null and void; otherwise to remain
in full force and effect.

DEFECTIVE MATERIALS, WORKMANSHIP, AND EQUIPMENT BOND
(Continued)

SIGNED, SEALED, and DATED this _____ day of _____,
20____.

Principal

Surety

The foregoing bond is hereby approved
by me as to form

City Attorney

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CALIFORNIA 90266
(310) 802-5300

INSURANCE ENDORSEMENT FORM #1
(GENERAL)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
 2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
 3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
 4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
 5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and cleanup dates):
-
-

6. Investigation and Defense Costs. Said hold harmless assumption on the

part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.

7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.

8. Cancellation. This policy shall not be cancelled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA, 90266, at least thirty (30) days prior to the date of such cancellation.

9. Limits of Liability. This policy shall provide minimum limits of liability of \$ 1,000,000.00, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.

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INSURANCE ENDORSEMENT FORM #1
(GENERAL)
(Continued)

10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Commercial General Liability "Occurrences" Form CG0001 and shall include the following:

A. General Liability

- (1) Comprehensive Form
- (2) Premises/Operations
- (3) Independent Contractors Liability
- (4) Broad Form Property Damage
- (5) Personal Injury
- (6) Products, Completed Operations
- (7) Contractual
- (8) Explosions, collapse, or underground property damage.

NOTE: If this is a Homeowner's Policy in lieu of Commercial General Liability, it shall afford coverage at least as broad as Homeowners ISO Form HO II (Ed 9-70) California and shall include comprehensive personal liability.

This policy shall provide the dollar limit specified in paragraph 9 with the following additional coverage where boxes below are checked:

11. Host Liquor Liability
 12. Liquor Law Liability
 13. Other

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m. and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (print/type name),
warrant that I have authority to bind the above listed insurance company,
and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

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CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CALIFORNIA 90266
(310) 802-5300

INSURANCE ENDORSEMENT FORM #2
(AUTO)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of

any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.

5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and cleanup dates):

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.

7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.

8. Cancellation. This policy shall not be cancelled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA, 90266, at least thirty (30) days prior to the date of such cancellation.

9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000.00, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.

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INSURANCE ENDORSEMENT FORM #2
(AUTO)
(CONTINUED)

10. Scope of Coverage. This policy shall afford coverage at least as broad as Insurance Services Office Form No. CA0001 (Ed 1/78), Code 1 ("any auto") and shall include the following:

A. Auto Liability

- (1) Any auto
- (2) All owned autos (Private Passengers)
- (3) All owned autos (other than Private Passengers)
- (4) Hired autos
- (5) Non-owned autos (for business purposes)
- (6) Other

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may

have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m.
and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (print/type name),
warrant that I have authority to bind the above listed insurance company,
and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

PROPOSED SECURITY DEPOSITS IN LIEU OF RETENTION

Pursuant to Sections 10263 and 22300 of the Public Contract Code of the State of California, the Contractor shall list below his proposed securities in lieu of retention, or request that payment of retentions be made directly to an escrow agent. Only those securities listed in Section 16430 of the California Government Code are acceptable to the City.

Security Expiration Date Value in Dollars

1.

- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Escrow Office Escrow Agent Address Telephone

The absence of any proposed security deposits (to be listed above), or information designating an escrow arrangement, and/or the Contractor's signature, shall constitute an acceptance by the Contractor that a ten percent (10%) deduction from any and all payments to him shall be withheld by the Agency until the expiration of 35 calendar days from the date of acceptance by the Agency, of the work as complete. Monies withheld by the Agency shall bear no interest payable to the Contractor upon their release.

Contractor:

Title

Name

Signature

PROGRESS PAYMENT REQUEST FORM

TO: CITY OF MANHATTAN BEACH
 Engineering Division, 1400 Highland Avenue, Manhattan Beach, CA 90266

FROM: PROJECT TITLE _____
 PROJECT NO. _____

FROM: Contractor _____ Date _____
 Address _____
 Telephone _____ Progress Estimate No. _____
 Submitted by: _____ Contract Award Amount \$ _____

No.	Description	Contract Quantity	Previous Quantity	Quantity This Estimate	Unit Price	Amount This Estimate	Total Quantity To Date	Total Amount To Date
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
	Total							
	Less Retention							
	Less Previous Billing(s)							
	Total Amount Due							

City Approval: _____

Date: _____

SPECIAL PROVISIONS

The Standard Specifications of the Agency are contained in the latest Edition of the Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 3055 Overland Avenue, Los Angeles, California, 90034, telephone (310) 202-7775.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options, or additions are called out. Should there be any discrepancies between the following provisions and the Standard Specifications For Public Works Construction (Latest Edition), the provisions contained herein shall control.

PART 1

GENERAL PROVISIONS

Section 1 - Terms and Definitions

Definitions:

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

- AGENCY: CITY OF MANHATTAN BEACH
- BOARD: CITY COUNCIL OF THE CITY OF MANHATTAN BEACH
- CITY: CITY OF MANHATTAN BEACH
- ENGINEER: DIRECTOR OF PUBLIC WORKS OF THE CITY OF MANHATTAN BEACH, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- INSPECTOR: That person or persons designated by the Engineer.
- LABORATORY: The designated laboratory or laboratories authorized by the ENGINEER to test materials and work pertinent to

the performance of the contractual work.

Other terms appearing in the Standard specifications shall have the intent and meaning specified therein.

Section 2 - Scope and Control of the Work

2-3.3 Subcontractors Add the following subsections:

Subcontractors shall be listed by the bidder in accordance with these specifications and must be properly licensed under the laws of the State of California for the type of work which they are to perform.

2-3.4

Subcontractor whose prosecution of the work is not satisfactory shall be terminated immediately by the Contractor upon the receipt of a written notice by the Engineer. Subcontractors whose work was determined to be unsatisfactory shall not be allowed to perform any work on the job site.

2.4 Contract Bonds

Add the following to the first paragraph:

All bonds used to satisfy the Agency's requirements shall have a current A.M. Best's rating of not less than A-VII unless otherwise approved by the City.

Substitute the following for the third paragraph:

As a part of the execution of this contract, the Contractor shall furnish to the City a bond of a surety company acceptable to the City, in a sum of one hundred percent (100%) of the total contract amount, as the sum set forth in the agreement for payment in full of all persons, companies, or corporations who perform labor upon or furnish material to be used in the work under this contract. Said bond shall be in the form of the Labor and Material Bond contained within these Specifications.

Substitute the following for the fourth paragraph:

As a part of the execution of this contract, the Contractor shall furnish to the City a bond payable to the City in the form of a Faithful Performance Bond as set forth in these Specifications. The performance bond shall be secured by a surety company acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall not be less than one hundred percent (100%) of the total contract amount, as

this sum is set forth in the agreement.

Add the following paragraph to this section:

As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in the amount equal to ten percent (10%) of the total contract amount to hold good for a period of one (1) year after the completion and acceptance of the work to protect the City against the results of defective materials, workmanship, and equipment during that time. This bond shall be delivered to the City prior to issuance of final payment under this contract. Said bond shall be in the same form as the form of Defective Materials, Workmanship, and Equipment Bond contained within these Specifications.

2-5.2 Precedence of Contract Documents This section shall be revised to read:

The order of precedence of documents shall be:

- First: Requirements of law.
- Second: Permits from other agencies as may be required by law.
- Third: Permits from the City of Manhattan Beach as may be required by law.
- Fourth: Special Provisions.
- Fifth: Contract Plans.
- Sixth: Standard Plans.
- Seventh: Standard Specifications.
- Eighth: Reference Specifications.

Change orders, supplemental agreements, and approved revisions to Plans and Specifications shall take precedence over documents listed above, except those listed as First, Second, and Third. Detailed plans shall have precedence over general plans. Reference Specifications or sections thereof, when cited in the Special Provisions, shall, by that reference, become a portion of the Special Provisions and be ranked in precedence of documents accordingly.

2-6 Work To Be Done

The following paragraphs shall be added following paragraph one:

All work which is defective in its construction or deficient in any of the requirements of the Plans and Specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at his own expense. No compensation will be allowed for any work done beyond the lines and grades shown on the Plans or established by the Engineer. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer and City may cause the defective work to be

remedied or removed and replaced at the expense of the Contractor.

Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before final acceptance of work by the board shall be corrected immediately with no extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

2-9.1 Permanent Survey Markers

Substitute the following for the first paragraph:

Contractor is responsible for preservation and/or perpetuation of all existing monuments which control subdivisions, tracts, boundaries, streets, highways, other rights-of-way, easements, or provide survey control which will be disturbed or removed due to Contractor's work. Contractor shall provide a Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state prior to disturbance or removal of existing monuments. The Contractor's Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice within the state shall coordinate with contractor to reset monuments or provide permanent witness monuments and file the required documentation with the Office of the County Surveyor pursuant to Business and Professions Code Section 8771.

2-10 Authority of Boards and Inspectors

Substitute the following for the second paragraph:

The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the Plans and Specifications; all questions as to the acceptable fulfillment of the contract by the Contractor; and all questions as to claims and compensation.

Add the following paragraphs:

2-10.1 Inspection

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

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to final completion and acceptance thereof shall affect or

prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the contract.

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

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

2-10.2 Cooperative with Other Work.

The City may award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under the contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

Section 3 - Changes in Work

3-2 Changes Initiated by Agency.

3-2.2.1 Delete this section. Replace with the following:

Increase or decrease in quantities shall be based on the contract's unit prices.

3-3 Extra Work.

3-3.1 General

Add the following at the end of Subsection 3-3.1:

Any extra work must be authorized by the Engineer and payment thereto shall be based on prevailing construction prices in the locality. Any extra work performed by the Contractor without prior authorization shall be considered included in the cost of the bid items mentioned in the Contractor's Proposal and no separate payment shall be made therefor.

If extra work is performed and payment is based on labor,

materials, and equipment costs, the Contractor may not include in the labor costs, wages paid to supervisory personnel whose presence on the job site would normally be required.

3-3.2.3 Delete this section. Replace with the following:

(a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

- 1) Labor 20
- 2) Materials 15
- 3) Equipment Rental 15
- 4) Other Items and Expenditures 15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

Section 4 - Control of Materials

4-1.1 General

Substitute the following for the first paragraph:

All materials used in the construction of the improvements under this contract shall be new and of properties best suited for the work required. Wherever applicable, materials shall conform to the latest Standards of the American Society for Testing Materials. All workmanship in the fabrication, assembly and construction of materials and equipment shall be neat and workmanlike in every respect. All equipment offered shall be of the manufacturer's latest design.

Add at the end of Section 4-1:

4-1.9 Warranties, Guarantees, and Instruction Sheets

All equipment, materials, and workmanship furnished under this contract shall be guaranteed for a period of one (1) year from the date of acceptance thereof against all defects that might render the work unsatisfactory during its normal operation. Defective materials

and workmanship which become apparent during the guarantee period shall be replaced by the Contractor at his expense, together with the repair or replacement of any adjacent work, which may have been damaged by reason of the defective material, or during the process of its repair or replacement.

Manufacturer's warranties and guarantees furnished for materials used in the work, instruction sheets, and parts lists supplied with materials shall be delivered to the Engineer prior to acceptance of the project.

Section 5 - Utilities

5-1 Location

Add at the end of Subsection 5-1.

The location of existing piping and underground utilities, such as sewer, buried telephone, cable television, water mains, electric duct lines, etc., as shown on the contract drawings have been determined from the best available information, by actual surveys or furnished and taken from the records of the parent utility companies and drawings of existing facilities. However, the City does not assume the responsibility that record information as furnished by the utility companies and drawings of existing facilities is complete, accurate, and in sufficient detail to adequately locate all facilities within the construction area. The Contractor shall verify the detailed locations of all facilities as shown on the plans prior to starting work in the area.

5-2 Protection

Add the following paragraphs at the end of Subsection 5-2:

At least two working days prior to commencing work within the area, the Contractor shall request the utility owners to identify or otherwise indicate the location of their subsurface facilities. It shall be the Contractor's responsibility to determine the location and depth of all utilities including service connections which have been marked by the representative owners and which he believes may affect or be affected by the work. Full compensation for the ascertainment of utility locations and depths shall be considered included in the prices bid for the other items of work.

All utilities shall be notified by the Contractor in advance, according to their respective advance notice requirements, prior to excavating adjacent to, altering, or in any way modifying their facilities. The Contractor, at his expense, shall maintain in service all existing utilities. Should interruption of such utilities become necessary, the property owners and residents affected shall be notified 48 hours before the interruption.

The Contractor shall protect, support, or perform any other work necessary in order to maintain the operation of utilities in the proximity of the work area. The Contractor shall inform the Engineer in writing of all utilities omitted from or shown incorrectly on the contract plans. The Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations not shown or incorrectly delineated on the contract plans. The Contractor shall conduct his operations so as to permit access to the work site by any affected utility necessary for the relocation or modification to the utility system at no cost to the City.

Any interference by the Contractor with City-owned facilities such as, but not limited to, sewer, water, or storm drain that, in the opinion of the Engineer, creates a safety or health hazard and is not quickly repaired, said damaged facilities may be repaired by City forces and all costs of these repairs will be deducted from contract payments.

Section 6 - Prosecution, Progress and Acceptance of the Work

Add the following to section 6-2:

6-2.1 Excess Cost of City Personnel and Inspection Personnel

For any overtime or emergency work beyond a regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays, the charges for City personnel, including inspection, required on the job site shall be the responsibility of the Contractor and all costs therefor shall be deducted from the payments due the Contractor. The cost of the City personnel shall be computed pursuant to adopted City salary schedules, overtime policies, fringe benefits, and overhead costs.

6-3.1 General

Add the following paragraph following paragraph one:

In the event a suspension of work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the work, such suspension of work shall not relieve the Contractor of his responsibility to complete the work within the time limit set forth herein and shall not be considered cause for extension of the time for completion, and further, such suspension of work shall not entitle the Contractor to any additional compensation.

Add at the end of Section 6-7.2

6-7 Time of Completion.

6-7.1 Generally the time of completion shall be as noted on the Contractor's Proposal.

6-7.2.1 Hours of Work

The Contractor shall not conduct any operations or perform any work pertaining to the project as defined herein, between the hours of 5:00 p.m. and 7:30 a.m. on any day nor on Saturday, Sunday, or holidays at any time except as approved by the Engineer. In the event that the Contractor abuses the hours of work requirement, a written warning will follow. After each additional warning, a \$200.00 penalty will be deducted from the contract amount.

6-9 Liquidated Damages

The liquidated damages value is hereby amended to be \$500 per day.

Section 7 - Responsibilities of the Contractor in the Conduct of His Work

Revise to read as follows:

7-3 Public Liability and Property Damage Insurance

Delete section 7-3 and replace with the following:

Insurance Requirements.

Commencement of Work. CONTRACTOR shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONTRACTOR must have and maintain in place, all of the insurance coverages required in this Section 7. CONTRACTOR'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONTRACTOR shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

Coverages, Limits and Policy Requirements. CONTRACTOR shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor

Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONTRACTOR); or
- (2) CONTRACTOR shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

Verification of Compliance. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONTRACTOR shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

7-3.1 Contractor's Responsibility for Work

Except as provided above, until the formal acceptance of the work by the City Council, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the 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 make good all injuries or damages to any portion of the work occasioned by any of the above

causes before final acceptance and shall bear the expense thereof.

7-3.2

The Contractor shall indemnify and save harmless the City of Manhattan Beach, the City Council, inspection personnel, and the Engineer from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The City Council may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

7-3.3 Responsibilities for Damage

The City of Manhattan Beach, the City Council, inspection personnel, and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property for any cause whatsoever.

7-5 Permits and Licenses

Revise to read:

The Contractor shall procure all permits and licenses (including a City of Manhattan Beach business license), pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City of Manhattan Beach permits required for the performance of the contract shall be issued on a "no fee" basis. Permits required by other agencies shall be obtained by the City for all work within the City of Manhattan Beach.

Section 8 - Facilities for Agency Personnel

8-1 General.

The Contractor need provide no separate facilities for agency personnel, however, he shall permit unlimited use by the Engineer or his duly authorized representative of any field office, toilet facility, or other temporary job site facility.

Section 9 - Measurement and Payment

9-3 Payment

9-3.1 General

Add at the end of this Subsection:

Whenever the Contractor is required to perform work or furnish equipment, labor, tools, and materials of any class for which no price is fixed in the proposal, it shall be understood that such work, equipment, labor, tools, and material shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools, and materials shall be included in the unit bid prices in the proposal most closely related to the work and no additional compensation will be made therefor.

If any portion of the work done or materials furnished under the contract shall prove defective or not in accordance with the Specifications and contract drawings, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, 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.

9-3.2 Partial & Final Payment

Delete and replaced with the following:

In accordance with these Specifications, the monthly payment date is hereby set as the second Wednesday following the first Tuesday of each month. If the above date falls on a holiday, the payment date shall be the first subsequent working day.

The Contractor shall prepare and submit the form attached herewith (See Page 25) or his own form, in an identical format, to the Engineer for all requests for progress payments for the work performed in accordance with the provisions of the contract during the preceding month. The progress payment request shall be submitted no later than thirteen (13) working days prior to the monthly payment dates established above. Late submittals shall be held for consideration by the City Council at the next regularly scheduled meeting.

The City will make partial payment to the Contractor for the work performed; said partial payment will be made in accordance with the certified estimate approved by the Engineer as set forth herein. The City will retain 10% of the amount of each such estimate until 35 days after the date on which the project is accepted as complete and until all obligations of the Contractor pursuant to the contract have been discharged.

The City may withhold payments to the Contractor including, but not limited to, retained percentage, liquidated damages, defective work not remedied, reasonable doubt that this contract can be completed for the balance then unpaid, excess cost of City personnel and inspection personnel, and other valid claims against the Contractor.

Acceptance by the Contractor of said payment made in accordance with said final estimate shall be a release to the City, its officers, agents, and employees excepting only claims against the City for any amount withheld by it at the time of such payment.

Section 10 - Special Project Site Maintenance and Public Convenience and Safety

Section 10 is hereby added to the Standard Specifications as follows:

Pursuant to the provisions of Section 7-8 and Section 7-10 of the Standard Specifications and these Special Provisions, the Contractor is responsible for project site maintenance and for public convenience and safety. Payment for compliance with these provisions is considered as included in the prices bid for other contract items.

The City, however, to maintain good public relations, may deem it necessary to require special project site maintenance and public convenience and safety actions and work to be performed by the Contractor that are over and above those required by the provisions of Section 7-8 and Section 7-10 of the Standard Specifications and these Special Provisions.

These actions and work shall be as directed by the Engineer in writing and payment for compliance therewith shall be on a cost plus basis for extra work per Section 3-3 of the Standard Specifications and applied against the not-to-exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."

Section 11: Construction and Demolition Waste Management Plan

Section 11.1 General

To ensure that solid waste generated in the City of Manhattan Beach is reduced, reused or recycled, contractor shall submit a "Waste Management Plan" (WMP) to the Engineer for review and approval. After the WMP has been reviewed by the Engineer, it will be returned to the Contractor in one of the following four (4) status conditions:

- "Approved"
- "Further Explanation Required": The Engineer will return the WMP to the Contractor with questions about the WMP. Contractor shall resubmit plan with each of the City's questions answered thoroughly.

- "Denied": The Engineer will indicate the reasons for denial. The Contractor shall then re-submit a new WMP that complies with the requirements of this article or request an Infeasibility Exemption.
- "Infeasibility Exemption Approved"

The Contractor shall follow the WMP and document results during demolition and construction. Final documentation shall be submitted at the end of the project to the Engineer for review of compliance with the original WMP. The amount deducted from the final estimate and retained by the City in accordance with Section 9.3.1 and 9.3.2 shall be withheld until final WMP is submitted to the City and approved by City.

Section 11.2 Definitions

- "Construction" means the building of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.
- "Construction and Demolition Debris" means used or discarded materials removed from premises during construction of project.
- "Conversion Rate" means the rate set forth in the standardized Conversion Rate Table approved by the City Council pursuant to this Section for use in estimating the volume or weight of materials identified in a Construction and Demolition Waste Reduction and Recycling Plan.
- "Divert" means to use material for any purpose other than disposal in a landfill. Diversion credit is given for source reduction (waste reduction), recycling, and composting.
- "Diversion Requirement" means the diversion of at least fifty (50) percent of the total Construction and Demolition Debris generated by a Project via reduction (source reduction), reuse or recycling, unless the Contractor has been granted an Infeasibility Exemption, in which case the Diversion Requirement shall be the maximum feasible diversion rate established by the Engineer.
- "Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- "Renovation" means any change, addition, or modification in an existing structure.
- "Reuse" means further or repeated use of Construction or Demolition Debris. An example is the reuse of crushed concrete as road base or as aggregate on the construction site.
- "Salvage" means the controlled removal of Construction or Demolition Debris from project for the purpose of recycling, reuse, or storage for later recycling or reuse.

- j) "Construction and Demolition Waste Management Plan" means a completed form, approved by the Engineer for the purpose of compliance with this Article, submitted by the Contractor/Contractor for any Covered or Noncovered Project that indicates the estimated diversion that the Contractor/Contractor anticipates in diverting from disposal.
- k) "Construction and Demolition Waste Management Report" means a completed form, approved by the Engineer for the purpose of compliance with this Section, submitted by the Contractor for any Project that documents the disposal and diversion tonnages and destinations.

Section 11.3 Infeasibility Exemption

a. Application: If the Contractor experiences unique circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement, the Contractor shall apply for an exemption at the time that he or she submits the WMP. The Contractor shall indicate on the WMP the maximum rate of diversion the Contractor believes is feasible for each material and the specific circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement.

b. The Engineer shall review the information supplied by the Contractor and may meet with the Contractor to discuss possible ways of meeting the Diversion Requirement. Based on the information supplied by the Contractor, the Engineer shall determine whether it is possible for the Contractor to meet the Diversion Requirement.

c. If the Engineer determines that it is infeasible for the Contractor to meet the Diversion Requirement due to unique circumstances, the Engineer shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the Contractor. The Engineer shall return a copy of the WMP to the Contractor marked "Infeasibility Exemption Approved."

d. Denial of Exemption: If the Engineer determines that it is possible for the Contractor to meet the Diversion Requirement, the Engineer shall so inform the Contractor in writing. The Contractor will have 15 days to resubmit a new WMP. If the Contractor fails to resubmit a new WMP, or if the resubmitted WMP does not comply with the requirements of the plan, the Engineer shall deny the WMP.

Section 11.4 Diversion Measurement

The methodology used to calculate diversion is based on the Title 14, California Code of Regulations, Article 6.1 Solid Waste Generation Study, Section 18722 et seq, and is consistent with California Integrated Waste Management Board measurement protocols. The following equation defines the "Generation-Based Diversion Quantification Methodology":

$$\begin{aligned} \text{Generation} &= \text{Disposal} + \text{Diversion} \\ \text{Diversion Rate (\%)} &= \frac{\text{Diversion Tons}}{\text{Generation}} \end{aligned}$$

Section 11.5 Additional Information

Other materials to assist the Contractor in completing the WMP can be found on the City of Manhattan Beach's website at www.citymb.info.

- Construction and Demolition Debris Recycling Guide
- Construction and Demolition Recycling Brochure

The California Integrated Waste Management Board has also developed Technical Assistance Literature regarding construction and demolition waste reduction and recycling, which is available on-line at <http://www.ciwmb.ca.gov/ConDemo/>.

CITY OF MANHATTAN BEACH

Construction & Demolition Waste Management Plan

Contractor shall list all materials that will be reused, recycled or disposed from project.

The required goal is to reuse or recycle at least 50% of project waste

Use **tons** to quantify total estimated waste and percentages of materials (see conversion table below). Ask your hauler, recycler or site cleanup vendor to assist you with this WMP.

A COPY OF THIS WMP AND RECEIPTS OF ALL RECYCLING AND DISPOSAL SHALL BE SUBMITTED BEFORE FINAL PAYMENT WILL BE MADE BY THE CITY.

Project Name: _____

Location: _____

Type of Project: Street Improvement Water Main Sewer Main
 Storm Drain Other

Total Bid Price: \$ _____

Requesting Infeasibility Exemption: Yes No

Contractor Name: _____ Contact Name: _____

Address: _____ Contact Phone: _____

Recycler: _____ Recycler Contact: _____

Recycler Address: _____ Recycler Contact Phone: _____

	CITY USE ONLY	
	Application (Date)	Final (Date)
Approved	_____	_____
Further explanation needed (see attached)	_____	_____
Denied	_____	_____
Infeasibility Exemption Approved	_____	_____
Reviewed By	_____	_____

Submit this form and the attached Waste Management Plan Table to:

**Engineering Division
City of Manhattan Beach**

1400 Highland Avenue
Manhattan Beach, CA 90266

CITY OF MANHATTAN BEACH

Construction & Demolition Waste Management Plan Table

Project Name: _____

Total Estimated Waste Generated by Project: _____ (in tons).
 (Ask your hauler, recycler or site cleanup vendor to assist you. Use receipts from your previous jobs for estimates)

Complete and return with Building Permit Application			Complete and return with receipts prior to final building approval		
Material Type	Estimated Reused/ Recycled	Estimated Disposed/ Landfilled	Actual Reused/ Recycled	Actual Disposed/ Landfilled	Vendor or Facility Used (Destination)
Asphalt & Concrete					
Bricks/Masonry/Tiles					
Building Materials (doors, windows, fixtures, etc.)					
Cardboard					
Concrete Pavement and Grindings					
Drywall (new, unpainted)					
Asphalt Pavement Grindings					
Landscape Debris (Plant & Tree Trimmings)					
Scrap Metal					
Unpainted Wood & Pallets					
Other (painted wood & drywall, roofing, etc.)					
Mixed C&D*					
Trash/Garbage					
TOTAL					

If you are requesting an infeasibility exemption and the estimated amount reused/recycled is less than 50%, please explain why (attach additional sheets if necessary):

* *Mixed C&D* is defined as a mixture of three or more materials (e.g. wood, drywall, roofing, etc.) from construction or demolition sites that will be taken to a "qualified" facility for recycling (See C&D Debris Recycling Guide).

If the actual amount reused/recycled is less than 50%, please explain why:

Prepared by (please print): _____ Date: _____

Contractor Signature: _____
 Number: _____

Phone

Conversion Rates

The following conversion rates are estimates. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.). Use the conversion factors and receipts from any previous projects to help you estimate the potential amount of materials and diversion. Take into consideration the type and load of vehicles that will be used to haul the materials. Ask your hauler or recycler to assist you in estimating these numbers.

Material	Lbs/cy	Tons/cy
Asphalt	1,400 lbs/cy	0.7 tons/cy
Brick	2,430 lbs/cy	1.21 tons/cy
Cardboard	100 lbs/cy	0.05 tons/cy
Concrete	2,600 lbs/cy (Sources range from 1,000 to 4,000)	1.3 tons/cy
Dirt/Soils	2,660 lbs/cy	1.33 tons/cy
Drywall	700 lbs/cy	0.35 tons/cy
Wood (chipped)	300 - 650 lbs/cy	0.15 - 0.3 tons/cy
Mixed C&D Debris	900 lbs/cy	0.45 tons/cy
Mixed Waste/Trash	100 - 350 lbs/cy	0.5 - 0.175 tons/cy

PART 2
CONSTRUCTION MATERIALS

Section 201 - Concrete, Mortar, and Related Materials

201-1 Portland Cement Concrete

201-1.1 Requirements

201-1.1.1 General

The following paragraph shall be added following paragraph 3:

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

201-1.1.2 Concrete Specified by Class

Portland Cement Concrete to be of Concrete Class No. 565-C-3250P.

Section 203 - Bituminous Materials

203-6 Asphalt Concrete

203-6.1 General

The following paragraph shall be added following paragraph 2:

Asphalt concrete shall be Class and Grade C2-AR-4000 for overlays and finish courses and Class and Grade B-AR-4000 for base courses.

Section 206 - Miscellaneous Metal Items

206-6 Chain Link Fence

206-6.1 General

The following paragraph shall be added following paragraph 2:

For purposes of size, manufacture, and fittings, center rails shall be considered as top rails.

206-6.3 Chain Link Fabric

The wire barbs on all new chain link fabric shall be turned down.

206-7 Valves & Fire Hydrants

206-7.1 General

Section 206-7 is hereby added to Section 206 of the Standard Specifications as follows:

All valves shall be new, manufactured in the United States, and shall be designed to withstand a minimum water working pressure of 150 psi. All ferrous surfaces of valves and appurtenances shall be protected as required in Subsection 310-6 of the Standard Specifications. All nuts, bolts, and washers shall be either galvanized or cadmium plated.

206-7.2 Resilient Seat Gate Valves, Mueller or Approved Equal

Gate valves, size 3 inches through 12 inches, shall be the resilient seat, solid wedge, non-rising stem type designed by 200 psi working pressure. Valves shall conform to AWWA C509.

Valve body, bonnet, stuffing box cover, operating nut, and disc shall be constructed of cast iron ASTM A126, Class B, or ductile iron ASTM A395 or A536. Stem seals shall be of the O-ring type.

Valves for buried service shall have a 2-inch square operating nut. Valves shall open with a counter-clockwise rotation of the operator.

Flange faces shall be coated with heavy oil or light grease for protection during shipment and handling.

206-7.3 Valve Covers

All buried valves shall be provided with valve covers as

manufactured by Brooks Products, model 4-TT, having the word "WATER" in raised letters on top.

206-7.4 Corporation Stops - Mueller, Rich or Approved Equal

Corporation stops shall be ground key or ball type; shall be made of bronze conforming to ASTM B61 or B62; and shall be suitable for the working pressure of the system. Ends shall be appropriate for connection to the service piping. Threaded ends for inlet and outlet of corporation stops shall conform to AWWA C800; compression coupling nut for connection to polyethylene plastic tubing shall conform to AWWA C901.

206-7.5 Fire Hydrant Assemblies

Fire hydrants shall be CLOW 2060 or approved equal, as indicated on the Plans. The assembly shall include bury, valve all appurtenances shown on plan for fire hydrants including water main tee with thrust block. All hydrants shall be equipped with yellow plastic hose caps of "Cyclac" plastic or approved equal with chains. The exterior surface of the fire hydrant assembly above ground shall be painted with a minimum of one coat of red lead primer and two yellow finish coats of Rust-Oleum No. 1-659 or approved equal.

Section 207 - Pipe

207-2 Reinforced Concrete Pipe

207-2.9 Basis for Acceptance

The following paragraph shall be added following paragraph 1:

The basis for acceptance shall be method (1) the D-load bearing strength test. Compliance with these Specifications, inspection of the pipe manufacture, and inspection of the completed pipe.

207-2.9.2 D-Load Test

The following paragraphs shall be added following paragraph 1:

The test will be conducted before any shipment of pipe to the project site occurs. Certified test results will be submitted to the Engineer. The City shall be given notice at least two (2) weeks in advance of the proposed test date so that its representative may be present if so desired.

Reinforcing steel for reinforced concrete pipe greater than

108 inches in diameter shall be Grade 60 billet steel conforming to ASTM A-615.

207-6 Asbestos Cement Sewer & Storm Drain Pipe

Delete the entire subsection as this type of pipe shall not be used.

207-7 Asbestos Cement Pressure Pipe

Delete the entire subsection as this type of pipe shall not be used.

207-8 Vitrified Clay Pipe

Add at the end of this subsection:

207-8.1 General

The sewer conduits shall be extra strength vitrified clay pipe and shall comply with the requirements set forth in Section 207-8 of the Standard Specifications.

The Contractor shall furnish the Engineer written certification from the manufacturer that all pipe and fittings furnished comply in every respect with the plans, Specifications, and applicable standards in which reference is made. No delivery of materials shall be made until the Engineer has given approval of the manufacturer's certification.

The vitrified clay pipe joints shall be Type "D" or Type "G" joints in conformance with Sections 208 and 306 of the Standard Specifications. However, Type "D" joints shall only be permitted at join points with existing sewer pipe.

207-9 Cast Iron & Ductile Iron Pipe

Amend reference to ductile iron pipe to read as follows:

207-9.1 General

Delete and replace with the following:

Water mains and fittings shall be cement mortar lined, Class 50 ductile iron pipe rated at 350 psi and conforming to ANSI 21.51-1991 and AWWA C-151-91 Specifications. Pipe thickness shall be as required for laying condition No. 5 at 3.50 feet minimum depth of cover.

207-20 Copper Pipe

Add the following at the end of this section:

Copper pipe shall be Type "K" and shall conform to (ASTM B88-62) Federal Specification WW-T-799a; fittings shall be brass compression type. The Contractor shall see to it that all copper piping shall be free from bends and twists before backfilling. Any bent or twisted copper piping shall be replaced immediately.

Section 208 - Pipe Joints, Types and Materials

Add the following at the end of Section 208:

208-6 Ductile Iron Pipe Joints

208-6.1 Rubber "O" Ring Gasket Joints for Ductile Iron Pipe

Unless otherwise shown on the plans, all pipe shall have rubber "O" ring push-on type joints. The rubber gasket joint used shall be "Tyton Joint" as produced by U.S. Pipe and Foundry Company or approved equal.

Field cuts shall be thoroughly cleaned and tapered as recommended by the pipe manufacturer.

208-6.2 Flanged and Mechanical Joints

Flanged and mechanical joints shall conform to the Standard Specifications. All valves and fittings shall be mechanical joint unless otherwise specified. Fire hydrant valves shall be flanged to the tee and mechanical to the hydrant connection.

Gaskets shall be used at all flanged joints and shall be ring-type, cloth-inserted, rubber gaskets, 1/16" thick. The gaskets shall extend from the inside diameter of the flange to at least the inside edge of the bolt holes.

All permanently exposed iron or steel surfaces such as flanges, bolts, nuts, couplings, etc., shall be protected by painting with 1/8 inch thick coat of EC-244 as manufactured by Minnesota Mining and Manufacturing Company (or approved equal) and then covered with two layers of burlap before backfilling. The EC-244 shall be applied in accordance with the manufacturer's instructions.

208-6.3 Miscellaneous Plumbing Hardware and Service Connections

Corporation stops, copper and brass fittings, curb stops, meter boxes, service clamps, and similar materials shall be Mueller, Rich, or approved equal. The Engineer shall have the authority to approve the use of any material and reject those not deemed to be in conformance with the appropriate AWWA standards or the intended use.

Schedule of Materials

Brand

- | | | |
|-----|------------------|--|
| (a) | Corporation Stop | Mueller H-15000 with (CC) thread
or approved equal. |
| (b) | Copper Connector | Mueller H-15405 or approved
equal. (Union) |
| (c) | Curb Stop | Mueller H-14255 or approved
equal. |
| (d) | Meter Box | Brook No. 36-R for 3/4" S.C.
37-S for 1" S.C.
38-S for 1-1/2" S.C.
65-S for 2" S.C. |

Section 209 - Electrical Components (Traffic, Street Lights)

Add the following paragraph prior to subsection 209-1:

Electrical Equipment materials and components for traffic signal and highway safety lighting systems shall conform to California Department of Transportation Standard Plans and Standard Specifications, Section 86, "Signals and Lighting," dated January 1988, except as noted on the Plans and in Section 307 of these Special Provisions.

Section 210 - Paint and Protective Coatings

210-1.5 Paint Systems

Protective coating to be employed shall be for galvanized metal-surfaces, and shall use the corresponding paint system, with finish coat color of aluminum green.

210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking

210-1.6.1 General

The following paragraph shall be added following paragraph 1:

Paint for traffic striping shall be rapid dry with reflective material dropped on (except for black striping) during application. Paint for crosswalks, limit lines, arrows, other pavement legends, and reflectorized curb markings shall be reflective pre-mixed rapid dry with additional reflective material dropped on during application.

TECHNICAL SPECIFICATIONS

Block 35 Booster Pump Motor Replacement and Electrical System Improvement Project

City of Manhattan Beach, CA

SCOPE OF SERVICES:

SUMMARY OF WORK

Block 35 Booster Station is located near the corner of 6th Street and Rowell Ave. The booster station houses four (4) 75 horse power booster pumps, providing potable water supply and water system pressure, as well as emergency fire protection to the southern portion of the City. The motors for booster pumps #2 and #4 have failed due to dead shorts in the electrical motor windings. It has been determined that the dead shorts were the result of insufficient moisture protection in the motor electrical circuitry and inadequate thermal protection devices in the electrical circuitry of the motor control center. The loss of booster pumps #2 and #4 eliminates the Block 35 Booster Station redundant emergency water boosting capacity. Replacement of the two failed booster pump motors will return the Block 35 Booster Station to full pumping capacity; and the improvement in electrical circuitry protection will reduce the possibility of similar motor failures in the future.

With this project, the City of Manhattan Beach desires to restore full pumping capacity with the installation of two (2) new booster pump motors and increase dependability with the installation and reconfiguration of electrical system protection.

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

This section describes the work necessary for the Block 35 Booster Pump Replacement and Electrical System Improvement Project. The Contractor shall provide all labor, materials, equipment, tools, and transportation necessary for the installation of the new booster pump motors, installation of motor moisture displacement heaters, wiring, and electrical system improvements. All work shall be completed in strict accordance with these specifications. **No exceptions or proposed equals to the specifications shall be allowed without prior**

City approval. The work may include, but is not limited to, the following:

1. Mobilization, demobilization, site health and safety measures, and site clean-up.
2. Furnish and Install New 75hp Premium Efficiency Electric Motor w/Heaters and Thermal Switch.
3. Furnish and Install New Motor Moisture Displacement Heater at Booster #1.
4. Furnish and Install New Wiring from Motor Heaters to Motor Control Center to Insure Proper Protection.
5. Correctly Wire Motor Thermal Protection Sensors to Motor Control Center.
6. Updated Wiring Diagram to Reflect New Installations and Changes

1.2 SANITARY FACILITIES

The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the California Department of Public Health and other government entities having jurisdiction.

At the completion of the Work at the site, the Contractor shall remove all rubbish, excess materials, temporary structures and equipment from the site and shall leave the site in a neat and presentable condition as approved by the Owner.

The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, dispensed through approved sanitary facilities.

The cost of providing and maintaining sanitary facilities and other appurtenances shall be included in Contractor's bid, and no additional compensation shall be allowed.

1.3 WORKERS

The Contractor shall employ on a full time basis only sober, competent workers for the execution of the work.

All workers on this project shall be paid in strict accordance with the State Prevailing Wage laws. Weekly certified payrolls shall be submitted to the Owner documenting the labor rates paid.

Contractor shall submit with bid the wage classifications proposed for this project, as well as the wages which shall be paid to each of the classifications. Copies of the approved and signed daily time sheets shall be given to the City representative daily before leaving the site.

The work shall be performed under the direct supervision of an experienced Project Manager satisfactory to the Owner's representative.

PART 2 - EXECUTION

2.1 MOBILIZATION, DEMOBILIZATION AND SITE CLEAN UP

Mobilization and demobilization includes all costs to mobilize, demobilize, site clean-up, per diem and other related costs to the project which may not have a line item on the bid sheet.

2.2 FURNISH AND INSTALL TWO (2) NEW 75 HORSE POWER, PREMIUM EFFICIENCY ELECTRIC MOTOR WITH HEATERS

Contractor shall furnish, install, wire, align and test two (2) new U.S. Electric (or approved equivalent), 75hp premium efficiency electric motors. The motors shall be nameplate rated 75hp, 1,780 RPM, 460V, 3 Phase, 60Hz, Frame 364/5 T. Motors are to be installed as replacement pump motors for the previously removed boosters #2 and #4. Contractor shall provide miscellaneous parts, including gaskets, tape, connectors, oil, etc.

2.3 FURNISH AND INSTALL NEW MOTOR MOISTURE DISPLACEMENT HEATER AT BOOSTER PUMP MOTOR #1

Block 35 Booster Pump Motor #1 is a U.S. Electrical Motor, 75hp, 460V, 3 Phase, 1,785 RPM, Continuous Duty motor. Contractor shall furnish parts and/or equipment to retrofit existing motor with new moisture displacement heater. Heater model and/or method shall require owner approval prior to installation.

2.4 INSTALL NEW WIRING FROM MOTOR HEATERS TO MOTOR CONTROL CENTER

Contractor shall correctly install and reconfigure wiring from motor moisture displacement heaters to motor control center so that heaters operate correctly when pumps are in Variable Frequency Drive (VFD) and/or "Bypass" control modes.

2.5 WIRE BOOSTER PUMP MOTOR THERMAL PROTECTIVE DEVICES TO MOTOR CONTROL CENTER

Contractor shall reconfigure wiring and PLC so that thermal protective sensors in booster pump motors initiate corrective action and prevent further damage to motors. Configuration currently initiates alarm signal only. Reconfiguration will turn motors off and prevent further operation of booster pump motors under fault conditions.

2.6 UPDATED WIRING DIAGRAM

Contractor will provide updated wiring diagram to owner that reflects all new installations and reconfiguration for the purposes of future reference.