

**DIVISION H**  
**GENERAL REQUIREMENTS**

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**STANDARD SPECIFICATIONS**

These provisions are modifications of the Standard Specifications for Public Works Construction, 2012 Edition, called the Standard Specifications. The Standard Specifications are a part of the Work's Specifications.

The Standard Specifications are written and promulgated by Public Works Standards, Incorporated. Copies of the Standard Specifications are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

# PART 1

## GENERAL PROVISIONS

### SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

#### 1-2 DEFINITIONS.

*Replace the following definitions:*

**Agency** – See “City.”

**Board** – The City Council of the City of Long Beach, California, or its designated agencies and boards.

**Engineer** – The City Engineer of the City of Long Beach, California, and his designated representatives.

**Plans** – The Plans for this Work consist of Long Beach Drawing B-4618, on file at the office of the City Engineer. A copy is included in the Specifications.

**Standard Plans** – The City’s Standard Plans published by the Department of Public Works. The version of each standard plan to be used shall be the most recent version available at the time of Bid opening.

**Working Day** – Any day within the period between the date of the start of the Contract time as specified in 6-1 and the date of field acceptance of the Work by the Engineer, other than:

- a) Sunday,
- b) Any day designated as a holiday by the City, including New Year’s holiday, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas Day.
- c) Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor’s association,
- d) Any day the Contractor is prevented from working at the beginning of the workday for cause as specified in 6-6.1, or
- e) Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as specified in 6-6.1.

*Add the following definitions:*

**City** – The City of Long Beach, California, its Boards and Commissions, and their officials, employees, and agents.

**Major Bid Item** – A single Contract item constituting 10% or more of the original Contract Price.

### 1-3 ABBREVIATIONS.

#### 1-3.2 Common Usage. *Add the following:*

<u>Abbreviation</u>	<u>Word or Words</u>
AB	Anchor bolt
AC	Asphalt concrete, advisory circular
BD	Bottom of Driveway
Bldg	Building
BMP	Best Management Practice
C	Conduit
CLB, COLB	City of Long Beach
CMP	Corrugated metal pipe
CW	Cold water
D.F.	Drinking fountain
D/F	Double faced
Elec	Electrical
E.P.	Each plant
E/S	East Side
(F)	Denotes "Final Pay Quantity" in the Bid
GB	Greenbook
HW	Hot water
Lav	Lavatory
LB	Long Beach
L&I	Landscape and irrigation
Ltg	Lighting
m	Meter
mm	Millimeter
m <sup>2</sup>	Square meter
m <sup>3</sup>	Cubic meter
Mfr	Manufacturer
MLLW	Mean lower low water (survey datum)
MSL	Mean sea level
No.	Number
N/S	North Side
NS-n, SE-n, or WM-n	Best Management Practice description from the California Stormwater Quality Association BMP Handbook. The letter "n" denotes the description number.
QA/QC	Quality assurance / quality control

<b><u>Abbreviation</u></b>	<b><u>Word or Words</u></b>
QC	Quick coupler
Rd	Road
Rwy	Runway
(S)	Denotes "Specialty Item" in the Bid
Sch	Schedule
SF	Square foot
S/F	Single faced
SNB	Select natural base
S/S	South Side
St	Street
TD	Top of Driveway
Tonne	Metric ton, equals 1,000 kilograms
Twy	Taxiway
UON	Unless otherwise noted
WC	Water closet
WH	Weep Hole
W/S	West Side
WWM	Welded wire mesh

#### **1-4 UNITS OF MEASURE.**

##### **1-4.1 General.** *Add the following:*

The Contractor shall use U.S. Standard Measures for construction unless otherwise noted in the specifications for the Work.

## **SECTION 2 – SCOPE AND CONTROL OF THE WORK**

#### **2-3 SUBCONTRACTS.**

##### **2-3.1 General.** *Add the following:*

To the extent that Subsection 2-3.1 is inconsistent with Long Beach Municipal Code Sections 2.87.010 through 2.87.080, the Long Beach Municipal Code supersedes Subsection 2-3.1.

##### **2-4 CONTRACT BONDS.** *Add the following:*

If the total price for the Work is greater than \$50,000, the Contractor shall provide a Performance Bond as specified in Section 2-4, "Contract Bonds," of the Standard Specifications.

Sureties that are not listed in the latest revision of the United States Department of the Treasury Circular 570 shall nevertheless be admitted to issue bonds in the State of California.

#### **2-5 PLANS AND SPECIFICATIONS.**

**2-5.3 Submittals.** Supplement Table 2-5.3.2(A), untitled, and the listing shown in Subsection 2-5.3.4, "Supporting Information," with the following combined table:

**TABLE 2-5.3(A), Submittals**

<b>Item</b>	<b>Section Number</b>	<b>Title</b>	<b>Subject</b>
1	2-5.4	Record Drawings	Record Drawings
2	2-9	Surveying	Survey Records
3	2-10	Structural Condition Survey	Pre and Post Construction Structural Condition Survey
4	2-11	Vibration Monitoring	Various,
4	4-1.4	Test of Materials	List of Materials
6	4-1.5	Certification	Certifications
7	6-1	Construction Schedule and Commencement of Work	Construction Schedule
8	6-8 and various technical sections	Completion, Acceptance, and Warranty	Special Warranties
9	7-2.2	Labor	Labor Compliance documentation
10	7-3 and 7-4	Liability and Workers' Compensation Insurance	Insurance documentation
11	7-5	Permits	Permits
12	7-9	Protection and Restoration of Existing Improvements	Traffic Sign and Curb Marking Inventory
13	7-10	Public Convenience and Safety	Traffic Control Plan
14	9-2	Lump Sum Work	Lump Sum Details
15	201-1.1	Requirements	Concrete Mix Designs
16	203-6.1	General	Asphalt Concrete Mix Designs
17	Various	Catalog Details / Manufacturer's Specifications	
18	02601	Drainage	Drainage Products
19	03300	Incidental Cast-in-Place Concrete	Concrete mixes Reinforcing bar
20	03301	Concrete Paving	Concrete mix
21	05500	Metal Fabrication	Float access platforms Pile moorings Docks Ladders
22	05506	Metal Sheet Piling	Guardrails and Handrails Sheet Piling

Item	Section Number	Title	Subject
23	09970	Epoxy Coating	Epoxy and epoxy repair
24	Various	Electrical General Provisions	Materials List Shop Drawings Product Data
25	Various	Instruction Manuals / Control Charts	Various

*This table is not comprehensive: additional submittal items may be listed in other sections of the Specifications.*

**2-5.3.1 General.** *Add the following:*

Deliver submittals to:

City of Long Beach, Tidelands Capital Improvement Division  
333 W. Ocean Blvd, 9<sup>th</sup> Floor  
Long Beach, CA 90802  
Attn.: Eric Lopez, Tidelands CIP Officer  
Project Title: *Naples Island Permanent Seawall Repairs, Phase 1*

The Contractor shall not begin Work until the Engineer has approved relevant submittals in writing. The City will not make final payment before the Contractor delivers all required Work submittals.

*Add the following subsection:*

**2-5.4 Record Drawings.**

The Contractor shall keep one complete set of the Plans, reserved for use as record drawings, at the Work site at all times. The Contractor shall maintain on these drawings a currently updated record of all construction changes and variations from the Plans, including all underground and surface improvements installed in locations other than those indicated on the Plans. The Contractor shall enter the record information in red. Where a Plan does not exist, the Contractor shall submit an accurate and detailed sketch. The Contractor shall properly dimension and locate all changes and variations to the Plans.

The Contractor shall submit the record drawings to the Engineer prior to final acceptance of the Work.

**2-9 SURVEYING.**

**2-9.1 Permanent Survey Markers.** *Add the following:*

The Contractor shall be responsible for the preservation and perpetuation of all existing monuments which control subdivisions, tracts, boundaries or rights-of-way, or

which provide survey control, including benchmarks, which will be disturbed by the Contractor's activities.

After receiving the Notice to Proceed, the Contractor, using the services of a surveyor licensed in California, shall submit to the City preliminary Corner Records for those monuments that were found in the area of construction. The Contractor will not be given authorization for any removals until the City's Surveyor has accepted and approved the preliminary Corner Records.

The Contractor's surveyor shall set new ties for any monuments whose ties are disturbed, and prepare preliminary Corner Records for the new ties.

After construction and before final payment, the Contractor's surveyor shall submit to the City for its review the preliminary Corner Records for any monuments replaced or constructed, or whose ties are reset. The City will not approve preliminary Corner Records showing "No Reference" unless the Contractor can demonstrate that a diligent effort was made to find a reference. After the City's approval, the Contractor's surveyor shall file Corner Records for those monuments in the Office of the County Surveyor and shall provide the City with a copy of all Corner Records filed.

**2-9.2 Survey Service.** *Replace this subsection with the following:*

The Contractor shall set and maintain all stakes and marks necessary for the construction of the Work and perform any additional design surveys that may be required. Except for the survey control data provided on the plans, all calculations, surveying and measures required for setting and maintaining the necessary lines and grades shall be performed by the Contractor.

Surveys performed by the Contractor shall conform to the California Land Surveyor's Act. In accordance with the Act, "responsible charge" for surveying shall reside with a licensed land surveyor or a civil engineer qualified to practice land surveying in California.

The minimum standard of survey quality shall be that of similar surveys performed by the City of Long Beach.

The Contractor shall provide to the Engineer copies of all calculations, survey notes, and staking data when requested by the Engineer. The Engineer shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and surveying performed for this Work, and the Engineer's decision shall be final.

The Contractor shall verify layout information shown on the Plans before proceeding with layout of construction features.

The Contractor shall record deviations from the required lines and levels and shall advise the Engineer promptly upon detecting deviations exceeding indicated or recognized tolerances. Record deviations which are accepted (not corrected) shall be shown on the as-built record drawings. Before final acceptance of the Work, the Contractor shall provide to the Engineer all computations, survey notes, and other



survey data used to accomplish the Work, which shall become the property of the City. Construction stakes shall be removed from the Work when no longer needed.

Payment for surveying by the Contractor shall be considered as included in the prices bid for the various items of Work, and the City will make no additional payment therefor.

*Add the following Subsection:*

### **2-9.2.1 STRUCTURAL CONDITION SURVEYS.**

The Contractor shall document the condition of the private business/facilities within the City's property by completing structural condition surveys. The surveys shall be completed prior to commencing construction and after completion, but prior to acceptance, of the Work as follows:

Qualifications: Submit evidence satisfactory to the City that the firm performing the surveys is experienced and is regularly engaged in performing structural condition surveys. The Pre and Post Construction Survey Reports shall be signed and sealed by a Registered Structural Engineer licensed in the State of California.

Pre-Construction Structural Condition Survey shall consist of the following:

Provide notice to the City and request permission for entry to survey private improvements within 200 feet of the excavation.

Record condition of flatwork, concrete slopes, foundations, floors, walls, windows and other features subject to damage due to vibration or settlement. Take color photographs and video taping labeled with the date of the survey and a description of the location.

Recommendations for three (3) concrete surfaces to be used as Settlement Monitoring Points (SMP) that will be monitored by a surveyor for settlement throughout the duration of demolition, excavation, shoring, backfill/compaction and pile driving operations. Surveyed elevations for SMPs shall be reported and submitted to the Engineer the same day they are recorded for review.

Post-Construction Structural Condition Survey shall consist of the following:

Provide notice to the City and request permission for entry to survey improvements within 200 feet of the excavation.

Record condition of flatwork, foundations, floors, walls, windows and other features subject to damage due to vibration or settlement. Take color photographs and video taping labeled with the date of the survey and a description of the location, showing the same views provided in the Pre-Construction Structural Condition Survey.

Identify conditions that have changed from the Pre-Construction Structural

Condition Survey and assess possible causes of the changed conditions.

Summary table of the surveyed elevations for SMPs collected throughout the duration of construction.

Full payment for Pre and Post Construction Structural Condition Surveys, including furnishing, installing, maintaining and monitoring Settlement Monitoring Points (SMP), as specified herein, will be made at the lump sum price bid.

*Add the following Subsection:*

### **2-9.2.2 VIBRATION MONITORING.**

Vibration producing activities such as pile driving, vibratory compaction, pavement breaking or operation of heavy construction equipment will be required for the construction of this project. The Contractor is advised that structures are located within close proximity to the proposed Work and that construction activities shall be conducted so as to preclude damage to same. The Contractor shall be responsible for any damage caused by their activities.

At least 30 calendar days prior to commencing construction, the Contractor shall submit a Construction Plan to the Engineer, which shall include, but not be limited to the following: proposed construction methods, statement of qualifications for a vibration specialist, Vibration Monitoring Plan (including recommendations for types and locations for vibration monitoring equipment and the format for reporting the measured vibration readings), anticipated vibration levels at the closest building.

The Contractor shall employ a qualified vibration specialist to establish a safe vibration level for the adjacent buildings. This specialist shall also develop and supervise the implementation of the Contractor's vibration monitoring program. During all vibration producing activities, the Contractor shall monitor vibration levels as recommended in the approved Vibration Monitoring Plan and shall not exceed the safe level established to preclude damage to these structures.

The vibration monitoring equipment shall be capable of continuously monitoring the peak particle velocity and providing a permanent record of the entire vibration event. Copies of all vibration records and associated construction activity data shall be provided to the Engineer weekly in a format approved by the Engineer.

The specialist for the Contractor's vibration monitoring program shall work closely and cooperate with the Engineer performing the structural condition surveys.

The Contractor shall maintain a complaint log and make this available to the Engineer upon request. The log shall include all complaints received from occupants/owners of adjacent buildings relating to vibration.

Full payment for Vibration Monitoring, including furnishing, installing, maintaining and monitoring vibration monitoring equipment, as specified herein, will be made at the lump sum price bid.

**3-10 AUTHORITY OF BOARD AND ENGINEER.** *Add the following:*

The Engineer will interpret the meaning of the Plans and Specifications, and the Engineer's decision will be final.

If there appears to be any error or discrepancy in or between the Plans and Specifications, the Contractor shall refer the matter to the Engineer for adjustment before proceeding with the Work. If the Contractor proceeds with the Work without referring the matter, the Contractor does so at its own risk and must bear any additional cost incurred as a result of failure to refer.

## **SECTION 3 – CHANGES IN WORK**

### **3-2 CHANGES INITIATED BY THE AGENCY.**

#### **3-2.2 Contract Unit Prices.**

##### **3-2.2.1 General.** *Replace this subsection with the following:*

If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans or Specifications, the City will adjust the total payment to be made for the item of Work by multiplying the amount authorized and installed by the Contract Unit Price. This amount may be greater or less than the amount shown in the Bid.

If the total quantity of a Major Bid Item is changed, only changes within 25% of the quantity shown in the Bid, either more or less, will be adjusted at the Contract Unit Price. If the total quantity of a Major Bid Item is changed in excess of 25%, the adjustment in payment will be made per 3-2.4. The adjustment in payment will be made only for the quantity of the Major Bid Item that exceeds 25%, either increase or decrease.

##### **3-2.2.2 Increases of More Than 25%.** *Replace this subsection with the following:*

If the total quantity of a Major Bid Item is increased in excess of 25% more than the quantity shown in the Bid, and if the City and the Contractor cannot agree upon an adjustment in Contract Unit Price, the Work shall proceed according to 3-3, and as follows:

The costs determined for the item of Work shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the Contractor through payment for 125% of the Bid quantity at the Contract Unit Price.

##### **3-2.2.3 Decreases of More Than 25%.** *Replace this subsection with the following:*

If the total quantity of a Major Bid Item is decreased in excess of 25% less than the quantity shown in the Bid, no adjustment in the Contract Unit Price will be made unless so requested in writing by the Contractor. If the Contractor so requests, the adjustment in payment will be made per 3-2.4. If no adjustment in Contract Unit Price

can be agreed upon by the City and the Contractor, the Work shall proceed according to 3-3, and as follows:

In no case will payment be less than would be made for the actual quantity at the Contract Unit Price, nor more than would be made for 75% of the Bid quantity at the Contract Unit Price.

### **3-3 EXTRA WORK.**

#### **3-3.2 Payment.**

##### **3-3.2.3 Markup.**

###### **3-3.2.3.1 Work by Contractor.** *Replace this subsection with the following:*

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

Labor	20%
Materials	15%
Equipment Rentals	15%
Other Contractor's costs	15%

One percent (1%) may also be added to the sum of costs and markups as compensation for the Contractor's bond premium.

###### **3-3.2.3.2 Work by Subcontractor.** *Replace this subsection with the following:*

When a subcontractor performs all or any part of the extra work, the markups in 3-3.2.3.1 shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10% of the first \$5,000 of the subcontracted portion of the extra work and 5% on work added in excess of \$5,000 of the subcontracted portion of work.

## **SECTION 4 – CONTROL OF MATERIALS**

### **4-1 MATERIALS AND WORKMANSHIP**

#### **4-1.2 Protection of Work and Materials.** *Add the following:*

The Contractor shall remove and replace materials damaged by the Contractor's operations at the Contractor's sole expense before the final inspection and acceptance.

#### **4-1.3.2 Inspection of Materials Not Locally Produced.** *Add the following:*

The City shall pay the cost of inspection required hereunder.

#### **4-1.4 Test of Materials.** *Add the following:*

The Contractor shall submit samples of materials, at the Contractor's sole expense, as the Engineer may require, 15 days in advance of being incorporated in the Work to a testing laboratory designated by the City.

Samples of materials to be tested shall be properly identified and shall establish exact nature and character of materials. The City may reject any material or part thereof that proves defective as a result of testing and requires satisfactory replacement.

**4-1.6 Trade Names or Equals.** *Add the following:*

Where a specific manufacturer is noted on the Plans or listed in the Specifications, unless otherwise noted, an "approved equal" item may be substituted.

If a Bidder desires to bid an "approved equal" item, the Bidder shall submit a request to do so to the Engineer in writing by the time and as shown in the Instructions to Bidders.

*Delete subsection 4-1.9, "Construction Materials Dispute Resolution."*

## **SECTION 5 – UTILITIES**

**5-1 LOCATION.** *Add the following:*

The City has determined the locations of all known existing subsurface facilities from records and field investigations and these facilities are shown on substructure drawings, which are available for review in the office of the City Engineer. However, the City does not guarantee the accuracy of the indicated locations or that all facilities are shown.

The Contractor shall request Underground Service Alert and conduct potholing at least two weeks prior to any other excavation. Any discrepancies between field conditions and the Plans and Specifications shall be submitted to the Engineer in writing for review.

**5-3 REMOVALS.** *Add the following:*

The Contractor shall remove interferences shown on the Plans, other than utilities, to clear construction by at least 12 inches.

**5-4 RELOCATION.** *Add the following:*

The Contractor shall perform work on utilities only when authorized by the utility's owner and only using the services of firms pre-qualified by the owner.

*Add the following subsection:*

**5-4.1 Resetting Vaults and Other Appurtenances.**

Certain manholes, vaults, valve boxes or other appurtenances belonging to utility companies or others may need resetting to grade. The City does not guarantee that all such items are shown on the Plans. The Contractor is not required to do the work of

resetting such to grade, except sewer and storm drain manholes, Long Beach Energy Department and Long Beach Water Department valve boxes and meter boxes, and City-owned communications vaults; however, the Contractor shall notify the owners at least one week in advance of construction to give them opportunity to perform the necessary work in conjunction with Work performed by the Contractor.

*Add the following section:*

**5-7 UNKNOWN FACILITIES.**

If the Contractor encounters any unknown facility, or if any known facility's actual location is greatly different than the Plans indicate, the Contractor shall immediately notify the Engineer and not disturb the facility except in the presence of the Engineer.

*Add the following section:*

**5-8 FACILITIES REQUIRING SPECIAL PRECAUTIONS.**

The Contractor's attention is directed to the existence of certain underground facilities that may require that Contractor take special precautions to protect the health, safety and welfare of workers and the public. Facilities requiring special precautions include but are not limited to: underground electric supply system conductors or cables either directly buried or in duct or conduit; subsurface drainage structures. The Contractor shall notify the Engineer at least 48 hours before performing any Work in the vicinity of such facilities.

If such facilities are not located on the Plans in both alignment and elevation, the Contractor shall perform no Work in the vicinity of these facilities until the owner, or its representative, has located the facility by potholing, probing, as-built plans or other means that will locate and identify the facility.

**SECTION 6 – PROSECUTION, PROGRESS,  
AND ACCEPTANCE OF THE WORK**

**6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.**

*Add the following:*

The Contractor shall commence work on the date to be specified in a written "Notice to Proceed" from the City and complete all Work within the time stated in Division B. The Contractor shall begin the procurement of materials within 5 working days after approval by the Engineer of shop drawings and submittals relating to equipment and materials.

The time of completion shall not include the 30 days required for the maintenance and plant establishment period as specified in Section 308-6, "Maintenance and Plant Establishment," of the Standard Specifications.

Notice to Procure – If applicable, *after the award of contract and approval of shop drawings, the City will issue to the Contractor a written "Notice to Procure" for special materials necessary to construct the Work. Within five working days after receipt of this Notice, the Contractor shall place orders and submit copies of the orders to the City, along with the manufacturer's estimated delivery dates.*

As soon as the Contractor receives notification of delivery of the equipment and materials, the Contractor shall notify the City and submit a revised construction schedule.

The Contractor shall submit a written proposed construction schedule to the Engineer at the preconstruction conference required in Subsection 6-1.3. The Contractor shall submit updated construction schedules bi-weekly.

*Add the following subsection:*

**6-1.3 Preconstruction Conference.**

Prior to the commencement of Work and after execution of the Contract, the City will contact the Contractor to make arrangements for a preconstruction conference with all interested parties.

*Add the following subsection:*

**6-1.4 Notices.**

The Contractor shall give advance notice, shown below, to the proper office prior to the time each of the following operations is to be commenced.

<b>Operation</b>	<b>Office</b>	<b>Phone</b>	<b>Advance Notice</b>
Start of Work	Inspection Section	(562) 570-5160	2 working days
Shutdown of work or resumption of work after shutdown	Inspection Section	(562) 570-5160	2 working days
Layout & Stakes	Inspection Section	(562) 570-5160	2 working days
Closing of Streets	L.B. Police Department* L.B. Fire Department*	(562) 570-7241 (562) 591-7631	24 hours
Traffic Striping and Signs	Inspection Section	(562) 570-5160	3 working days
Traffic Signals & Loop Detectors	Inspection Section	(562) 570-5160	3 working days
Bus Stops	Long Beach Public Transportation Company*	(562) 808-8801	1 week

<b>Operation</b>	<b>Office</b>	<b>Phone</b>	<b>Advance Notice</b>
Tree Pruning	Inspection Section	(562) 570-5160	2 working days

\*Notify the Inspection Section before notifying these offices.

The Contractor shall notify the owners of all utilities at least 48 hours before any excavation or work adjacent to utility structures. The utility companies listed below can be contacted as indicated.

1. Underground Service Alert (USA/SC)  
Telephone: 1-800-227-2600
2. City of Long Beach Water Department or USA/SC  
(Water, Sewer and Storm Drain Facilities)  
Operations Service Center  
Telephone: (562) 570-2389 or (562) 570-2390
3. City of Long Beach Gas and Oil Department or USA/SC  
Mike Zukoski  
Telephone: (562) 570-2038
4. Southern California Edison Company or USA/SC  
Telephone: 1-800-655-4555
5. Verizon or USA/SC  
Pat Dillon  
Telephone: (714) 375-6705
6. City of Long Beach Bureau of Traffic and Transportation  
Traffic Signal Coordinator, Operations Division  
Mike Sickles  
Telephone: (562) 570-3263
7. City Light and Power, Inc.  
(Street Light Facilities)  
2961 Redondo Avenue  
Kevin Bredenkamp  
Telephone: (562) 983-2000
8. All other utilities:  
City of Long Beach, Bureau of Engineering  
Telephone: (562) 570-5160



**6-7 TIME OF COMPLETION.** *Add the following subsections:*

**6-7.4 Additional Requirements.** *Add the following:*

The Contractor shall perform no Work on days other than Working Days or outside of normal working hours (defined as the hours between 7:00 a.m. to 6:00 p.m. M-F and 9:00 am to 4 pm Saturday) without the consent of the Engineer, unless otherwise specified. In any event, all Work shall be subject to approval of the Engineer. Before starting such work, the Contractor shall make arrangements with the Engineer for the continuous or periodic inspection of the work and tests of materials, when necessary. If the Contractor requests permission to outside of the above time periods and if the City grants such request, the Contractor shall pay all extra expense to the City for inspection and other incidental expenses caused by such overtime work. If the City requests the Contractor to work overtime or if overtime work is specifically required by these Specifications, the City will pay all extra expense of inspection.

If the Contractor finds it necessary, in order to complete the work according to schedule, to perform certain of its operations outside of Working Days or normal working hours, these operations shall be performed as part of the Work included in the Contract Price and shall not constitute a basis for additional payments.

**6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.** *Replace this subsection with the following:*

Upon acceptance by the Engineer, the Engineer will file a Notice of Completion with Los Angeles County Recorder. The date the Notice of Completion is filed will be the date of acceptance of the Work and the date the Contractor is relieved from responsibility to protect the Work.

The acceptance of the Work or the payment of any money by the City shall not operate as a waiver of any provision of the Contract, or of any power reserved to the City, or of any right to damages or indemnity provided in the Contract. The waiver of any breach of the Contract, or any default hereunder, shall not be held to be a waiver of any other or subsequent breach or default.

The Contractor shall guarantee all Work against failure due to defective materials and faulty workmanship for a period of 1 year after the date of acceptance of the Work by the City, unless some longer period is expressly set forth in any manufacturer's warranty or within the Specifications.

When the City discovers defective material or workmanship that requires repair or replacement under guarantee, the Contractor shall furnish all necessary labor, materials, and equipment to correct and make good, at no expense to the City, all such defects. The Contractor shall commence repair or replacement within 24 hours after receiving written notice from the Engineer, and diligently and continuously perform the Work until the repair or replacement is completed and the City has accepted it.

**6-9 LIQUIDATED DAMAGES.** *Add the following:*

The City will assess liquidated damages at the rate of \$1,860 per working day that the Contractor exceeds the specified time of completion.

## **SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR**

### **7-1 THE CONTRACTOR’S EQUIPMENT AND FACILITIES.**

#### **7-1.1 General.** *Add the following:*

The Contractor shall provide and maintain enclosed toilets for the use of its employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.

#### **7-1.2 Temporary Utility Services.** *Add the following:*

The Contractor shall make arrangements and pay for telephone and gas during construction, including necessary service lines to the nearest point of takeoff.

The Contractor shall use potable water for the Work. Water may be obtained from the Long Beach Water Department by applying for temporary water service at the Water Department offices at 1800 Wardlow Road, Long Beach. The Long Beach Water Department will provide a construction meter at the nearest fire hydrant available. The City will charge for water service at the standard established rates of the Long Beach Water Department.

### **7-2 LABOR.**

#### **7-2.2 Prevailing Wages.** *Add the following:*

The contractor shall cause all work performed in connection with construction of the Work to be performed in compliance with all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code. The Contractor shall indemnify, defend and hold the City, its Boards, Commissions, and their officials, employees and agents (“Indemnified Parties”) harmless from any and all claims, causes of action or liabilities that may be asserted against or incurred by Indemnified Parties with respect to or in any way arising from the Work’s compliance with or failure to comply with applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*

The Contractor agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to the Contract Documents (the “Public Work”), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City and Indemnified Parties make no representation or statement that the Work, or any portion thereof, is or is not a “public work” as defined in California Labor Code section 1720.

*Replace Section 7-3, “Liability Insurance,” and 7-4, “Workers’ Compensation Insurance,” with the following combined section.*

### **7-3 LIABILITY AND WORKERS’ COMPENSATION INSURANCE.**

The Contractor shall comply with the following requirements and the City of Long Beach Certificate of Insurance and Endorsements.

The Contractor shall, at its sole cost and expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, Contractor's agents, representatives, officers, employees, or subcontractors. Payment for insurance shall be considered as included in the various items of Work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made.

### **7-3.1 Minimum Insurance Requirements.**

**7-3.1.1 Commercial general liability insurance** equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 11 85 or CG 00 01 11 93 in an amount not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, XCU (explosion, underground, and collapse) perils, sudden and accidental pollution liability, products and completed operations liability, independent contractors liability, and cross liability protection. The City, its Boards and Commissions, and their officials, employees, and agents shall be named as additional insureds by endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01. There shall be no limitations on the coverage afforded to the City, its Boards and Commissions, and their officials, employees, and agents.

**7-3.1.2 Commercial automobile liability insurance** equivalent in scope to ISO form CA 00 01 06 92 covering symbol 1, "Any Auto" in an amount not less than \$2,000,000 combined single limit. For any mobile cranes, coverage for over-the-road and on-hook liability should apply. The City, its Boards and Commissions, and their officials, employees, and agents shall be named as additional insureds by endorsement. There shall be no limitation of coverage afforded to the City, its Boards and Commissions, and their officials, employees, and agents.

**7-3.1.3 Workers' compensation insurance** as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness. The worker's compensation insurance must include Longshore and Harbor Workers' Act and Jones' Act endorsements. A waiver of subrogation endorsement is also required.

**7-3.1.4 Builder's risk insurance** is required for this work (with the City as loss payee) on the materials.

**7-3.1.5 Protection and Indemnity insurance** with limits of \$5,000,000 is required for this Work, and name the City, its Boards and Commissions, and their officials, employees, and agents as additional insureds by endorsement.

### **7-3.2 Acceptability of Insurers**

The insurance required herein must be placed with carriers as follows:

**7-3.2.1 Non-admitted in California** and subject to Section 1763 of the Insurance Code (a current list of eligible surplus lines insurers is maintained by the California Department of Insurance at [http://www.sla-cal.org/carrier\\_info/lesli/](http://www.sla-cal.org/carrier_info/lesli/)) with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater as reported by A.M. Best company or equivalent, or

**7-3.2.2 Admitted (licensed) in the State of California** with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent, or

**7-3.2.3 For Worker's Compensation only**, admitted (licensed) in the State of California.

**7-3.3 Verification of Coverage.**

The Contractor shall furnish to the City the documentation set forth in paragraph D below prior to the effective date of the Contract and, at least 30 days prior to expiration of the insurance required herein, furnish to the City renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.

The City reserves the right to require complete, certified copies of all insurance required herein at any time.

The Contractor shall notify the City in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured. This notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.

**7-3.4 Documentation Required.**

The certificates and endorsements shall be on forms provided by the City and shall be received and approved by the City before Work commences. As an alternative, the Contractor may submit certified copies of any policy that includes the required endorsement language set forth in 7-3.4.2, 7-3.4.3, and 7-3.4.4.

**7-3.4.1 Certificates of insurance** evidencing the required general liability insurance, automobile liability insurance, and workers' compensation insurance required hereunder.

**7-3.4.2 General liability insurance endorsements.**

**(a) ADDITIONAL INSURED** endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01 naming the City, its Boards and Commissions, and their officials, employees, and agents as additional insureds.

**(b) CANCELLATION** endorsement which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.

**(c) CONTRIBUTION NOT REQUIRED** endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self-insurance of the City, its Boards or Commissions, or their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards or Commissions, or their officials, employees, or agents shall be in excess of Contractor's insurance and shall not contribute to it.

**(d) SEVERABILITY OF INTEREST** endorsement which provides that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**(e) ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS** endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the City, its Boards or Commissions, or their officials, employees, or agents.

#### **7-3.4.3 Automobile liability insurance endorsements.**

**(a) ADDITIONAL INSURED** endorsement naming the City, its Boards and Commissions, and their officials, employees, and agents as additional insureds with respect to any auto owned, leased, hired, borrowed or used by the Named Insured, in connection with this Contract.

**(b) CANCELLATION** endorsement which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.

**(c) CONTRIBUTION NOT REQUIRED** endorsement which provides that the insurance afforded by the general liability policy is primary to any insurance or self-insurance of the City, its Boards or Commissions, or their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards or Commissions, or their officials, employees, or agents shall be in excess of the Contractor's insurance and shall not contribute to it.

**(d) SEVERABILITY OF INTEREST** endorsement, which provides that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**(e) ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS** endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to the City, its Boards or Commissions, or their officials, employees, or agents.

#### **7-3.4.4 Workers' compensation and employer's liability insurance endorsements.**

**(a) CANCELLATION** endorsement which provides that the City is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.

**(b) WAIVER OF SUBROGATION** endorsement which provides that the insurer will waive its right of subrogation against the City, its Boards and Commissions, and their officials, employees and agents with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy which arise from work performed by the Named Insured for the City.

### **7-3.5 Self-insured programs, self-insured retentions, deductibles.**

**7-3.5.1 Approval.** Any self-insurance program, self-insured retention, or deductible must be approved separately in writing by the City's Risk Manager or designee and shall protect the City, its Boards and Commissions, and their officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance, self-insured retention, or deductible provisions.

**7-3.5.2 Legal Defense.** The Contractor is expressly obligated to provide for the legal defense and investigation of any claim against the City as an additional insured and for all costs and expense incidental to such defense or investigation.

**7-3.5.3 Certification.** The Contractor shall, upon request, complete the City's self-insurance questionnaire and required certification by the Contractor's financial officer.

### **7-3.6 Subcontractors.**

The Contractor shall require that all subcontractors meet the requirements of this Section unless otherwise agreed in writing by the City's Risk Manager or designee.

### **7-5 PERMITS.** *Replace this section with the following:*

The Contractor shall procure all necessary licenses and permits, including City of Long Beach permits, and give all notices necessary and incidental to the performance of the Work. However, permits or authorizations from agencies other than the City of Long Beach whose jurisdiction is applicable to City projects will be procured by the City of Long Beach. The Contractor shall cooperate with the City's procurement of those permits by supplying all required information, and arranging delivery and execution of any required construction-period permit supplements or insurance certifications.

The City will pay all fees for permits including plan checking, unless otherwise shown in these Special Provisions.

It is understood that Contractor shall need to coordinate in advance with Southern California Edison, other applicable entities and/or utilities, and account for their time in the construction schedule.

The Contractor shall not start any phase of the Work requiring a permit until that permit has been obtained.

*Add the following section:*

**7-5.1 City Building and Fire Prevention Permits.**

Plans have been approved by the Department of Planning and Building and the Bureau of Fire Prevention. If applicable, the City will pay fees required by these permits directly to the City Departments issuing the permits.

The contractor shall comply with codes and regulations noted by the Bureau of Fire Prevention and the Department of Planning and Building in their review and approval at no additional cost to the City.

*Add the following section:*

**7-5.2 California Coastal Commission Permit.**

A California Coastal Commission Coastal Development Permit is required for the Work. The Contractor shall assist the City in obtaining and complying with the permit. The City has submitted the initial permit application and received a Notice of Intent to Issue Permit, a copy of which is included in Division F. The Contractor shall comply with all requirements, including those that specifically name the City as responsible entity. All references to "Permittee" or "City" shall be deemed to mean the Contractor.

Payment for all costs for compliance with permit requirements shall be included in the various items of Work, and no additional payment will be made for those costs.

*Add the following section:*

**7-5.3 Los Angeles County Department of Public Works Permit.**

The City shall obtain the necessary Los Angeles County Department of Public Works permit. The Contractor shall comply with all provisions of the permit. All references to "Permittee" or "City" shall be deemed to mean the Contractor.

Payment for all costs for compliance with permit requirements shall be included in the various items of Work, and no additional payment will be made for those costs.

*Add the following section:*

**7-5.4 Right-of-Entry Permits.**

The City shall obtain any necessary Right-of-Entry Permits for Work on private property. No work on private property shall be conducted without these permits.

*Add the following section:*

**7-5.5 Regional Water Board Water Quality Certification.**

A Water Quality Certification is required for the Work. The City has submitted the initial permit application and received the certification permit, a copy of which is included in Division F. The Contractor shall comply with all requirements, including those that specifically name the City as responsible entity. All references to "Permittee" or "City" shall be deemed to mean the Contractor.

Payment for all costs for compliance with permit requirements shall be included in the various items of Work, and no additional payment will be made for those costs.

*Add the following section:*

**7-5.6 U.S. Army Corps of Engineers Permit.**

A Federal Clean Water Act permit from the U.S. Army Corps of Engineers is required for the Work. The City has submitted the initial permit application, a copy of which is included in Division F. The Contractor shall comply with all requirements, including those that specifically name the City as responsible entity. All references to "Permittee" or "City" shall be deemed to mean the Contractor.

Payment for all costs for compliance with permit requirements shall be included in the various items of Work, and no additional payment will be made for those costs.

*Add the following section:*

**7-5.7 Los Angeles Regional Water Quality Control Board Dewatering Permit.**

A Dewatering Permit from the Regional Water Board is required for the Work. The Contractor shall be responsible for preparing, submitting and obtaining approval of the permit on behalf of the City. The Contractor shall comply with all requirements, including those that specifically name the City as the responsible entity. All references to "Permittee" or "City" shall be deemed to mean the Contractor.

Payment for all costs for compliance with permit requirements shall be included in the various items of Work, and no additional payment will be made for those costs.

**7-8 WORK SITE MAINTENANCE.**

**7-8.1 Cleanup and Dust Control.** *Add the following:*

The Contractor shall include all cleanup costs in its Bid. The City will make no additional payment for this work.

**7-8.3 Noise Control.** *Replace this subsection with the following:*

The Contractor shall keep the noise level resulting from Work operations to a minimum at all times, especially during the morning hours.

Noise control is subject to the provisions of Long Beach Municipal Code section 8.80, "Noise" And the conditions of the California Coastal Commission.

**7-8.6 Water Pollution Control.** *Add the following:*

Best Management Practices (BMPs) shall be defined as any program, technology, process, operating method, measure, or device that controls, prevents, removes, or reduces pollution. The Contractor shall develop a full Storm Water Pollution and Prevention Plan (SWPPP) applicable to this Work for review and approval by the City and shall be fully responsible for all requirements. The SWPPP shall be consistent with all regulatory agency requirements.

At a minimum, the Contractor shall implement the following BMPs in conjunction with the Work:

Title	Number
<b>General Site Management</b>	
Water Conservation	NS-1
Vehicle and Equipment Cleaning	NS-8



<b>Title</b>	<b>Number</b>
Vehicle and Equipment Fueling	NS-9
Vehicle and Equipment Maintenance	NS-10
Employee/Subcontractor Training	–
<b>Construction Materials and Waste Management</b>	
Material Delivery and Storage	WM-1
Material Use	WM-2
Spill Prevention and Control	WM-4
Solid Waste Management	WM-5
Hazardous Waste Management	WM-6
Concrete Waste Management	WM-8
<b>Erosion/Sediment Control</b>	
Scheduling	EC-1
Storm Drain Inlet Protection	SE-10
Containment Booms/Floating Debris Curtain	
Silt Curtain	
As required by Regulatory Agency Permits	

A description of each BMP is included in these Specifications. The Contractor shall have at least two readily accessible copies of these descriptions at the Work site at all times.

The Contractor shall continuously implement BMPs during the Work. The Contractor shall implement BMPs for erosion control and sedimentation during the period from October 1st to April 15th and whenever the National Weather Service predicts rain within 24 hours.

The Contractor shall conduct all aspects of the Work performed pursuant to these Plans and Specifications in accordance with all state and federal laws and regulations, including but not limited to all environmental laws and regulations, Order No. 99-060 of the California Regional Water Quality Control Board, Los Angeles Region ("Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the City of Long Beach"), and related BMPs. The City will deduct from the money due or to become due to the Contractor the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's failure to comply with these provisions or less than complete implementation of the specified BMPs. In addition, the Contractor shall defend, indemnify, and hold the City harmless for any liability, loss, damage, fines, penalties, actions, costs and expenses related to the Contractor's (or its subcontractors) failure to comply with these laws and regulations.

Full payment for the implementation of BMPs, including the construction, removal, and furnishing of all necessary labor, equipment, and materials, shall be considered as included in the unit prices bid for the various items of Work or the lump sum bid (as the case may be), and no additional payment will be made.

*Add the following subsection:*

**7-8.8 Vermin Control.**

At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin and pests. The Contractor shall arrange and pay for necessary extermination work as part of the Work within the Contract time. The Contractor shall use the services of a licensed exterminator in accordance with the requirements of the governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

*Add the following subsection:*

**7-8.9 Graffiti Removal.**

Throughout all phases of construction, including suspension of Work, and until final acceptance of the Work, the Contractor shall keep the Work site free from graffiti, at the Contractor's sole cost. If graffiti appears on the Work site, the Contractor shall cover, repaint, or otherwise remove the graffiti within 24 hours of discovery. If the Contractor fails to do so, the City may take steps to remove the graffiti and the City's cost in doing so shall be deducted from the Contract Price.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.** *Add the following:*

The Contractor shall become familiar with all existing improvements and facilities, both public and private, on the Work site and provide adequate safeguards to prevent damage to existing structures and improvements. The Contractor shall repair any damage to property from any cause that might have been prevented by the Contractor, the Contractor's employees, agents or subcontractors within five calendar days after such damage occurs, at the Contractor's sole cost and expense. The Contractor shall repair water service breaks the same day. In the event that the Contractor fails to repair such damages, the City will make the repairs, or cause them to be made, and will deduct the cost of repairs from the money due or to become due to the Contractor.

Prior to constructing asphalt or concrete pavement, the Contractor shall mark on the curb face, based on actual field measurements, the location of all manhole and utility covers, valve and meter boxes, and monuments. No guarantee is made that all such items are shown on the Plans and, if shown on the Plans, may not be shown at the correct location.

The Contractor shall protect walks and masonry paving by installing only chalk-based temporary markings in those areas.

The Contractor shall remove utility identification and other temporary markings after completion of the related Work. The City will not accept the Work until this removal is done.

The Contractor shall inventory existing signs and curb markings that are to be removed for construction. The Contractor shall bring signs or posts that are deteriorated or defaced to the attention of the Engineer. The Contractor shall reinstall signs and curb markings at their same location unless otherwise directed by the Engineer, at no additional cost to the City.

In accordance with the requirements of Section 21464 of the Vehicle Code of the State of California, no person shall without lawful authority remove any official traffic control device, guidepost or signpost placed or erected as authorized or required by law. Therefore, the Contractor shall not remove or relocate any such existing traffic control device, guidepost or signpost located within the alignment of or interfering with the new construction work required herein without first obtaining permission to do so from the Police Department of the City of Long Beach.

## **7-10 PUBLIC CONVENIENCE AND SAFETY.**

### **7-10.1 Traffic and Access.** *Add the following:*

The Contractor shall maintain a minimum of one lane of traffic in each direction with left-turn pockets from 8:30 a.m. to 3:30 p.m.

The Contractor shall submit to the Engineer, for approval, a traffic control and detour plan for each phase of construction.

The Contractor shall give one-week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. The notice shall be in writing on the Contractor's letterhead and shall explain in concise

terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

The Contractor shall provide and maintain temporary ramps for pedestrians, driveways and for street ramps at intersections. The Contractor shall construct temporary driveway and curb ramps with crushed miscellaneous base and steel plates as directed by the Engineer. When vehicular access to the area cannot be maintained during the workday due to the nature of the Work, The Contractor shall notify residents of affected properties two working days in advance of the time access to the area will be cut off.

The Contractor shall conduct operations such that fire hydrants, meter vaults, water and gas shutoff valves, and similar facilities are not buried during the course of the Work and so as to offer the least possible obstruction and inconvenience to public traffic and to properties fronting the construction areas. The Contractor shall maintain adequate access to affected businesses and residences.

Parking may be prohibited by means of tie-on temporary "No Parking" signs during construction. The Contractor shall remove tie-on signs as soon as construction is completed. The Contractor shall use signs furnished by the Engineer.

Bus service will be maintained on bus routes with posted bus stops and the Contractor shall maintain adequate all weather landings for bus patrons. To the extent necessary, the Contractor shall locate temporary landings adjacent to the traveled lane and provide adequately lighted barricades to provide easy and safe access to the landing from the walk area. The Contractor shall notify the Long Beach Public Transportation Company before moving the location of any bus stop.

Where traffic is directed around or adjacent to the construction area, the Contractor shall provide, install, maintain and remove temporary striping, delineators, barricades, lights, signs, and other devices required for the control of traffic as required by the applicable City and State traffic regulations and the 2001 edition of "Work Area Traffic Control Handbook." The City shall have the right to relocate traffic control devices.

The City will allow reflectorized temporary road signs, if the Contractor maintains them in good condition at all times.

After the devices have been installed the Contractor shall, at its sole expense, maintain and keep them in good repair until the acceptance of the Work. The Contractor shall also, during the term of the Contract, pay the cost of replacing such devices that are lost or damaged to such an extent as to require replacement, regardless of the cause of such loss or damage. The Contractor shall remove temporary and existing striping not obliterated by new construction, as required for temporary traffic control, by sandblasting as directed by the Engineer. The Contractor shall remove by sandblasting existing pavement markings, where temporary pavement markings are provided. The Contractor shall not cover these markings.

If the Contractor fails to take necessary precautions to provide for proper public convenience and safety, the City may take necessary corrective action including the erection of suitable and sufficient barriers, signs, lights and other protective devices.

The City will, upon completion of any such work, notify the Contractor in writing of the character and extent of, and reason for, the work. The City will deduct the cost of the work from the money due or to become due to the Contractor.

The Contractor shall begin construction of the asphalt concrete pavement within 2 working days after pavement cold milling. The Contractor shall complete construction of concrete curb, driveway, and sidewalk within 5 working days after concrete removal. In locations where deep grinds are specified, the Contractor shall place the base course the same day as grinding.

The Contractor shall commence placement of the permanent traffic striping and pavement markings on the calendar day following completion of final roadway paving, unless otherwise authorized by the Engineer, and diligently perform the Work to completion. In any event, the Contractor shall complete all permanent traffic striping and pavement markings within two calendar weeks following completion of final roadway paving. The Contractor's attention is directed to the Special Provisions concerning public convenience and safety during the time period in which the existing pavement markings are obliterated by new construction.

Full payment for temporary traffic control devices, including furnishing, installing, maintaining and removing said devices, sandblasting existing markings, flagging, if required, and giving advance notices will be made at the lump sum price bid.

Full payment for temporary traffic control devices, including furnishing, installing, maintaining and removing said devices, sandblasting existing markings, flagging, if required, and giving advance notices shall be considered as included in the unit prices bid for various items of Work or the lump sum price (as the case may be), and no additional payment will be made.

**7-10.3 Haul Routes.** *Replace this with the following:*

Haul routes shall be determined by the Contractor and approved by the Engineer.

**7-10.4 Safety.** *Add the following:*

At Contractor's sole expense, the Contractor shall take such precautions as are necessary to protect workers engaged in the performance of the Work and prevent accidents or injury to workers and others. The Contractor shall comply with all safety orders of the Division of Industrial Safety of the State of California as well as applicable Federal regulations insofar as they pertain to the Contractor's operations. If any unusual or hazardous condition exists by reason of the Work or if any unusual or hazardous condition arises out of the performance of the Work, or if a condition involving a peculiar risk of bodily harm to workers or others arises, then the Contractor shall take all precautions necessary to protect workers and others.

*{Street projects only:} Add the following subsection:*

**7-10.6 Construction Area Information Sign.**

The Contractor shall furnish and install construction area information signs per Standard Plan 136 or as directed by City. The type of work, estimated date of completion, and contact telephone number shall be attached to each sign by aluminum overlay plates as shown on the Standard Plan. The Contractor shall post the signs

along each street under construction, one at each end of construction and one at each side street entering each street under construction. The Contractor shall also post the signs along streets where traffic controls will impose traffic disruptions or delays or as shown on the Plans. The Contractor shall post the signs whenever traffic controls will be in place for two weeks or longer.

Payment for the construction area information signs shall be considered as included in the unit prices bid for various items of work and no additional payment will be made.

*Add the following section:*

**7-15 TAXES.**

Bidders shall make no mention in the Bid of sales tax, use tax, or any other tax, as all amounts bid will be deemed to include all taxes.

The Contractor shall pay all sales, consumer, use, and other taxes required to be paid in accordance with the laws and regulations of the place of the Work that are applicable during the performance of the Work. The City is not exempt from sales tax.

The Contractor shall cooperate with the City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

**(a) Use Tax Direct Payment Permits.** The Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit. The application for such permit is available from (and a copy of each quarterly tax return shall be sent to):

City Controller  
City of Long Beach  
333 W. Ocean Boulevard, 6th Floor  
Long Beach, CA 90802

**(b) Purchases of \$500,000 or More.** The Contractor shall require vendors and suppliers located outside California from whom the Contractor makes purchase of \$500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at <http://www.boe.ca.gov/sutax/sutprograms.htm>.

*Add the following section:*

**7-16 INDEMNIFICATION.**

**7-16.1 General.** The Contractor shall indemnify, hold harmless, and protect City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, and costs of investigation,

mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising from the Contract or the Work performed by Contractor, or any of its officers, agents, employees, subcontractors of any tier, material suppliers, or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnified Party including, but not limited to, liability arising from:

- a) Bodily or personal injury, emotional injury, sickness or disease, or death to any persons;
- b) Damage to property, including property under the care and custody of City;
- c) Civil fines or penalties;
- d) Any dangerous, hazardous, unsafe or defective condition of, in or on the Work site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Work site by Contractor, its officers, agents, employees or subcontractors;
- e) Any operation conducted upon or any use or occupation of the Work site by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of the Contract or otherwise;
- f) Any act, omission or negligence of Contractor, its officers, agents, employees, or subcontractors;
- g) Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or City arising out of Contractor's Work, for which the Contractor is responsible;
- h) Any and all claims against City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished, including all incidental or consequential damages resulting to City from such claims;
- i) Failure to comply with any applicable law, statute, code, ordinance, regulation, permit, or orders;
- j) Any misrepresentation, misstatement or omission with respect to any statement made in or any document furnished by the Contractor in connection therewith;
- k) Any breach of any duty, obligation, or requirement under the Contract Documents.

All of the above are collectively hereafter referred to as "Claims" and individually as a "Claim".

#### **7-16.2 Defense of Claims, Enforcement and Restrictions.**

a) In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties against all Claims. If any Claim is alleged or brought against Indemnified Parties, Contractor shall defend Indemnified Parties at Contractor's expense by legal counsel approved by City and shall

continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

b) Contractor's obligations under this Section 7-16 shall apply regardless of whether or not such Claim was caused in part or contributed to by any actual or alleged negligent act or omissions of an Indemnified Party.

c) If a court of competent jurisdiction determines that a Claim was caused by the active negligence, sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of active negligence and/or willful misconduct attributed by the court to the Indemnified Parties.

d) If this Contract includes work or services performed by a design professional, such as an architect, landscape architect, professional engineer or professional land surveyor, subject to California Civil Code Section 2782.8, Contractor shall defend and indemnify Indemnified Parties against design-related Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor or a subcontractor.

e) Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor in performance of the Contract.

f) Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. In the event of any claim, suit or demand made against any Indemnified Parties, the City may in its sole discretion reserve, retain, or apply any monies due to the Contractor under the Contract for the purpose of resolving such claims; provided, however, that the City may release such funds if the Contractor provides the City with reasonable assurance of protection of the City's interests. The City shall in its sole discretion determine whether such assurances are reasonable. Contractor's obligations under this Section 7-16 extend to claims occurring after termination of the Contractor's performance of the Contract or final payment to the Contractor.

**7-16.3 No Limitations.** Contractor's obligations under this Section 7-16 are in addition to any other rights or remedies which the Indemnified Parties may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Section 7-16: (i) are separate and independent from the insurance provisions set forth above; and (ii) do not limit, in any way, the applicability, scope, or obligations set forth in the insurance provisions. In claims, suits, or demands against any Indemnified Party by an employee of the Contractor, a subcontractor, anyone directly or indirectly, employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification and defense obligations shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for



the Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **SECTION 8 – FACILITIES FOR AGENCY PERSONNEL**

*No facilities for City personnel are required for this Work.*

## **SECTION 9 – MEASUREMENT AND PAYMENT**

### **9-3 PAYMENT.**

#### **9-3.1 General.** *Add the following:*

The quantities stated herein are only estimates. The Contractor shall furnish whatever quantities are actually needed to complete the Work, whether the quantities are more or less than the estimates, at the unit prices bid. There is no guarantee that the total amount bid will be reached, and it may be exceeded.

The City will make payment in the due course of its payments.

#### **9-3.2 Partial and Final Payment.** *Replace the third paragraph with the following:*

From each progress payment, 5 percent will be deducted and retained by the City. The City will withhold up to 5 percent of the total Contract amount until acceptance of the Work.

*Add the following:*

The City reserves the right to delay partial and final payments until the Contractor submits documentation required in these Specifications, including Labor Compliance documentation (see Subsection 7-2.2) and construction schedule updates (see Section 6-1).