

**NOTICE TO BIDDERS**

**PROPOSAL FORM**

**SPECIFICATIONS**

**and**

**STANDARD CONTRACTUAL REQUIREMENTS**

**Construction of**

**FTTP TELECOM DROP INSTALLATIONS FOR 3<sup>RD</sup> QUARTER 2019**

**Within the City of**

**BEVERLY HILLS, CALIFORNIA**

**DAVID SCHIRMER  
CHIEF INFORMATION OFFICER  
DEPARTMENT OF INFORMATION TECHNOLOGY**

**DAREN GRILLEY, P.E.  
CITY ENGINEER  
ENGINEERING DIVISION  
DEPARTMENT OF PUBLIC WORKS**

**PREPARED BY:**

**TRISTAN D. MALABANAN, P.E.  
PROJECT MANAGER  
tmalabanan@beverlyhills.org**

**Approved As To Form:**

**February 2019  
Project No. 1338  
Bid No. 19-7**

**City Attorney**

## TABLE OF CONTENTS

	<u>Page</u>
<b><i>BIDDING AND CONTRACTUAL DOCUMENTS</i></b>	
Notice to Bidders .....	N-1 to N-5
Proposal Form .....	P-1 to P-9
<b><i>SPECIFICATIONS</i></b>	
<b><u>Section 1 - General Provisions</u></b>	
1-01 Work to be done .....	1-1
1-02 Standard Contractual Requirements.....	1-1
1-03 Reference Specifications .....	1-1
1-04 Claim Dispute Resolution.....	1-3
<b><u>Section 2 - Special Provisions</u></b>	
2-01 Time of Completion.....	2-1
2-02 Specifications.....	2-1
2-03 Special Work Requirements and Work Schedule .....	2-2
2-04 Traffic Control .....	2-3
2-05 Utilities .....	2-4
2-06 Business License.....	2-5
2-07 Permits.....	2-5
2-08 Additional Work and Extra Work .....	2-5
2-09 Payment.....	2-5
2-10 Safety Regulations.....	2-6
2-11 Recycling of Materials and Non-Stormwater Discharges .....	2-6
2-12 Items of Work.....	2-6
<b><u>Section 3 - Construction Requirements and Materials</u></b>	
3-01 Removal and Disposal of Materials .....	3-1
3-02 Avoidance of Dust Nuisance.....	3-1
3-03 Storage of Materials in Public Streets.....	3-1
3-04 Untreated Base Materials .....	3-1
3-05 PCC Specifications .....	3-1
3-06 Materials to Be Supplied .....	3-2
3-07 Basic Network Planning Assumptions .....	3-2
3-08 Pre-Install of Fiber Drop.....	3-3
3-09 Quality Assurance.....	3-4
3-10 Standard of Conduct.....	3-6
3-11 Changes in Work .....	3-6

## **STANDARD CONTRACTUAL REQUIREMENTS**

### **Part 1 - General Provision**

1-01	Applicability.....	SCR-1
1-02	Definition of Terms.....	SCR-1
1-03	Abbreviations .....	SCR-4

### **Part 2 - Proposal Requirements**

2-01	Proposal Forms .....	SCR-7
2-02	Rejection of Proposals Containing Alterations, Erasures or Irregularities.....	SCR-7
2-03	Bidder's Security.....	SCR-7
2-04	Forfeiture of the Bidder's Security.....	SCR-7
2-05	Bonding Letter .....	SCR-7
2-06	Withdrawal of Bids .....	SCR-7
2-07	Jurisdiction of the City Council Regarding Bids .....	SCR-8
2-08	Decision as to which Contractor is the Lowest and Best Bidder .....	SCR-8
2-09	Awards.....	SCR-8
2-10	Execution of the Contract.....	SCR-8
2-11	Contract Bonds .....	SCR-8
2-12	Return of Bidder's Security .....	SCR-9
2-13	Examination of the Site of the Work, Plans and Specifications.....	SCR-9
2-14	Compliance with the Provisions of the Government Code.....	SCR-9
2-15	Rejection of Bids.....	SCR-9
2-16	Compliance with Provisions of the Federal Equal Employment Opportunity Bid Conditions .....	SCR-10
2-17	Interpretation of Contract Documents .....	SCR-10

### **Part 3 - Legal Relations and Responsibility to the City**

3-01	Laws to be Observed.....	SCR-11
3-02	Social Security Requirements.....	SCR-11
3-03	Prevailing Wages.....	SCR-11
3-04	Penalties .....	SCR-11
3-05	Payroll Records .....	SCR-11
3-06	Working Hours .....	SCR-11
3-07	Apprentices.....	SCR-12
3-08	Collusion in Bidding .....	SCR-12
3-09	Registration of Contractors .....	SCR-12
3-10	Permits and Licenses.....	SCR-12
3-11	Patents.....	SCR-12
3-12	Indemnity .....	SCR-12
3-13	Insurance & Workers Compensation .....	SCR-13
3-14	Dispute Resolution Meetings .....	SCR-14

#### **Part 4 - Prosecution and Progress of the Work**

4-01	Work Schedule .....	SCR-15
4-02	Subletting and Assignment .....	SCR-15
4-03	Character of Workmen.....	SCR-15
4-04	Agents or Foreman .....	SCR-16
4-05	Temporary Stoppage of Construction Activities .....	SCR-16
4-06	Time of Completion.....	SCR-16
4-07	Suspension of Contract.....	SCR-16

#### **Part 5 - Control of the Work**

5-01	Authority of the City Engineer .....	SCR-18
5-02	Conformity with Plans and Allowable Variation .....	SCR-18
5-03	Progress of the Work .....	SCR-18
5-04	Samples .....	SCR-18
5-05	Trade Names and Alternatives .....	SCR-18
5-06	Protection of the Work .....	SCR-19
5-07	Access to Residents Driveways .....	SCR-19
5-08	Conflict of Terms.....	SCR-19
5-09	Interpretation of Plans and Specifications.....	SCR-19
5-10	Alterations, Increases and Decreases of Work to be Done.....	SCR-20
5-11	Change Orders .....	SCR-20
5-12	Lines and Grades .....	SCR-20
5-13	Grade Stakes .....	SCR-21
5-14	Protection of Survey Monument.....	SCR-21
5-15	Public Utilities .....	SCR-21
5-16	Unidentified Existing Utilities.....	SCR-21
5-17	Removal of Interfering Obstructions .....	SCR-22
5-18	Procedure in Case of Damage to Adjoining Work.....	SCR-22
5-19	Avoidance of Patchwork Appearance .....	SCR-22
5-20	Care of Gutters Adjacent to Areas to be Paved .....	SCR-22
5-21	Depth of the Required Excavation .....	SCR-22
5-22	Sequence of the Work of Excavation .....	SCR-23
5-23	Avoidance of Dust Nuisance.....	SCR-23
5-24	Maintenance of Traffic and Safety Requirement.....	SCR-23
5-25	Barriers, Lights, Etc.....	SCR-24
5-26	Removal of Defective or Unauthorized Work.....	SCR-24
5-27	Supervision .....	SCR-24
5-28	Inspectors .....	SCR-24
5-29	Final Cleaning Up .....	SCR-25
5-30	Loss or Damage .....	SCR-25

**Part 6 - Measurement and Payment**

6-01 Extra Work.....SCR-26  
6-02 Payments.....SCR-26  
Bidder's Bond.....**Exhibit "A"**  
Instructions for Execution of Instruments.....**Exhibit "B"**  
Agreement .....**Exhibit "C"**  
Contractor's Payment Bond .....**Exhibit "D"**  
Certificate of Insurance (Public Liability).....**Exhibit "E"**  
Certificate of Insurance (Worker's Compensation).....**Exhibit "F"**

**APPENDIX A – City of Beverly Hills Standard Drawings**

**APPENDIX B – COBH APPROVED HEAVY HAUL TRUCK ROUTE MAP**

**APPENDIX C – Prevailing Wage Determination**

**NOTICE TO BIDDERS**  
**for the**  
**FTTP TELECOM DROP INSTALLATIONS FOR 3<sup>RD</sup> QUARTER 2019**  
**within the City of**  
**BEVERLY HILLS, CALIFORNIA**  
**00000**

**BIDS** - Sealed proposals for the **FTTP TELECOM DROP INSTALLATIONS** within the City of Beverly Hills, California, will be received up to the hour of 2:00 p.m., on Thursday, **March 7, 2019** at the office of the City Clerk of the City of Beverly Hills, located in Room 290 at 455 North Rexford Drive, Beverly Hills, California. Bids will be publicly opened at 2:00 p.m. on the above-mentioned date in the office of the City Clerk at City Hall and award of the contract will be made during a subsequent meeting of the City Council.

**SCOPE OF THE WORK** - The work to be done shall consist of furnishing all the required labor, materials, equipment, parts, implements, supplies and permits necessary for, or appurtenant to, the construction and completion of the project indicated above in accordance with Standard Drawings and the Specifications prepared for this project.

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

ITEM	DESCRIPTION OF BID ITEM	QUANTITY	UNIT
	<b>TELECOM DROP PRE-INSTALLS (RESIDENTIAL &amp; COMMERCIAL)</b>		
	<b>Bond Premium Costs</b>		
1	Bond Premiums - Reimbursement (receipts required)	1	LS
	<b>Underground Drop Pre-Installs w/ New Microconduit</b>		
2	Direct Bury Microconduit for Runs up to 100'	3,550	LF
3	Direct Bury Microconduit for Runs Over 100'	2,350	LF
4	Install Microconduit in Existing Occupied Conduit	750	LF
5	Install Tap Box	200	EA
6	Sidewalk Bore (18 bores at 12' each)	216	LF
7	Driveway Bore (18 bores at 38' each)	684	LF
8	Wall Penetration for Microconduit	68	EA
9	F&I Split Wye	42	EA
10	Install Microfiber in Microconduit	4,200	LF
11	Additional Fiber Splices or Terminations (if necessary)	9	EA
12	Pothole Repair - Intercept Microconduit	20	EA
13	Rod & Rope existing conduit (if necessary)	500	LF
	<b>Aerial Drop Pre-Installs</b>		
14	Aerial drop (Flat Fiber) from serving Pole	82	EA
15	Additional pole spans	53	EA
16	Install Microfiber in Existing Occupied Conduit	3,550	LF
17	Place Aerial to Underground Riser	8	EA
	<b>Beverly Hills Branding</b>		
18	Branding Allowance	1	ALW

The above quantities are estimates of the work to be performed during the third quarter of 2019 (July 1 to September 31, 2019). Separate bids will be issued for each quarter for the timeframe of 3Q2019 to 2Q2020. Copies of the Specifications and Proposal Form may be inspected and downloaded from the City's webpage (<https://beverlyhills.org/business/bidlistings/rfb197ftptelecomdropinstallations3q19/>).

References in the project specifications to specific sections of the Standard Specifications refer to the book of "Standard Specifications for Public Works Construction", 2015 Edition, written by a Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and Southern California District of the Associated General Contractors of California. Contractors wishing to obtain this book may purchase copies directly from the publisher, Building News, Inc., 990 Park Center Drive, Vista, California, 92802; (800) 264-2665; [www.bnibooks.com](http://www.bnibooks.com).

**AMENDMENTS** - The second paragraph of Section 3-2.2.1 "Contract Unit Prices", of the Standard Specifications for Public Works Construction is deleted.

The fourth paragraph of Section 3-2.2.1 "Contract Unit Prices", of the Standard Specifications for Public Works Construction is deleted and replaced by the following: "Should any Contract item be deleted in its entirety, no payment will be made to Contractor for that Bid Item."

The following is in addition to the provisions of Section 2-9.1 of the Greenbook:

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

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

The payment for surveying, related professional services, office calculation, and furnishing all labor, materials, equipment, tools and incidentals, and for doing work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefore.

Section 3-3.2.2 shall be changed as follows:

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

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

(a) Work by Contractor. An allowance for overhead and profit shall be added to the Contractor's cost as determined under 3-3.2.2 and shall constitute the full and complete markup for all overhead

and profit on extra work performed by the Contractor. The Contractor shall be compensated for the actual increase in the Contractor's bond premium caused by the extra work. For costs determined under each subsection in 3-3.2.2, the markup shall be:

- |                             |     |
|-----------------------------|-----|
| a) Labor                    | 20% |
| b) Materials                | 15% |
| c) Tools & Equipment Rental | 15% |
| d) Other Items              | 15% |

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's costs as determined under 3-3.2.2. An allowance for the Contractor's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the full and complete markup for all overhead and profit for the Contractor on work by the Subcontractor. For Contractor markup of Subcontractor's costs, the allowance shall be 10% on the first \$2,000 or portion thereof, and 5% on costs in excess of \$2,000.

**GENERAL INSTRUCTIONS** - Bids must be submitted on the Proposal Form prepared for this project and shall be delivered at the office of the City Clerk within a sealed envelope supplied by the City and marked on the outside as follows: **"BID NO. 19-7: FTTP TELECOM DROP INSTALLATIONS FOR 3<sup>RD</sup> QUARTER 2019"**.

**ENGINEER'S ESTIMATE** - The preliminary cost of construction of this Work has been prepared and the said estimate is **\$227,000**.

**CITY CONTACT** – Any questions or requests for information can be directed to the project manager, Tristan D. Malabanan, P.E., at [tmalabanan@beverlyhills.org](mailto:tmalabanan@beverlyhills.org) or by calling 310-285-2512.

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

**PREVAILING WAGES** - In accordance with the provisions of Section 1770 et seq, of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all workers employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter I, Article 2, Sections 1770, 1773, 1773.I."

**For this telecom project, most work should be completed by classification "Transportation Systems Technician" (ELEC0011-004). Prevailing wage determinations are included the Appendix C.**

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.



Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**PAYROLL RECORDS** - The Contractor's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or by the Subcontractors in connection with the project. The Contractor shall agree through the Contract to comply with this section and the remaining provisions of the Labor Code.

**INSURANCE AND BOND REQUIREMENTS** - The Contractor shall provide insurance in accordance with Section 3-13 of the City of Beverly Hills, Public Works Department, Standard Contractual Requirements, included as part of these Specifications. All Subcontractors listed shall attach copies of the Certificate of Insurance naming the Contractor as the additional insured as part of their insurance policy coverage. In addition, the Contractor shall guarantee all work against defective workmanship and materials furnished by the Contractor for a period of one (1) year from the date the work was completed in accordance with Section 2-11 of the Standard Contractual Requirements

**CONTRACTORS LICENSE** - At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the Correction Period, the Contractor must possess a California contractor's license or licenses, current and active, of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of the Business and Professions Code.

In compliance with Public Contract Code Section 3300, the City has determined that the Bidder must possess one or more of the following license(s): **A, C-10, or C-7**

The successful Bidder will not receive a Contract award if the successful Bidder is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active. If the City discovers after the Contract's award that the Contractor is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active, the City may cancel the award, reject the Bid, declare the Bid Bond as forfeited, keep the Bid Bond's proceeds, and exercise any one or more of the remedies in the Contract Documents.

**SUBCONTRACTORS' LICENSES AND LISTING** - At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor must possess a current and active California contractor's license appropriate for the portion of the Work listed for such Subcontractor and shall hold all specialty certifications required for such Work. When the Bidder submits its Bid to the City, the Bidder must list each Subcontractor whom the Bidder must disclose under Public Contract Code Section 4104 (Subcontractor Listing Law), and the Bidder must provide all of the Subcontractor information that Section 4104 requires (name, address, and portion of the Work). In addition, the City requires that the Bidder list each Subcontractor's license number and the dollar value of each Subcontractor's labor or services.

**SUBSTITUTION OF SECURITIES** - Pursuant to California Public Contract Code Section 22300, substitution of securities for withheld funds is permitted in accordance therewith.

**THE CITY RESERVES THE RIGHT TO REJECT ANY BID OR ALL THE BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID, BUT IF THE BIDS ARE ACCEPTED, THE CONTRACT FOR THE IMPROVEMENT WILL BE LET TO THE LOWEST RESPONSIBLE BIDDER FOR THE PROJECT AS A WHOLE.**

**PROPOSAL FORM**  
for the  
**FTTP TELECOM DROP INSTALLATIONS FOR 3<sup>RD</sup> QUARTER 2019**  
within the City of  
**BEVERLY HILLS, CALIFORNIA**

**00000**

Beverly Hills, California

Date **3-7-2019**

To the Honorable City Council  
Beverly Hills, California:

In compliance with the advertised notice inviting sealed proposals for the **FTTP TELECOM DROP INSTALLATIONS FOR 3<sup>RD</sup> QUARTER 2019** within the City of Beverly Hills, California, and after having carefully examined the locations of the project and studied the Plans and Specifications prepared for this work, the undersigned hereby agrees to enter into a contract to furnish all labor, materials, equipment, parts, implements, supplies and permits needed to perform the contract work to the satisfaction and under the direction of the City Engineer of the City of Beverly Hills, said contract to be drawn in accordance with the provisions of the Plans, Specifications, Notice to Bidders, and all the applicable clauses of the "Standard Contractual Requirements for Public Improvements in the City of Beverly Hills, California", as adopted by the Department of Public Works on November 1, 1976.

If awarded the contract, the undersigned agrees to furnish the necessary bonds and insurance, as set forth in the above-mentioned Standard Contractual Requirements, **within ten (10) days** after the award of the contract.

Attached hereto is cash, or cashier's check, or a certified check in favor of the City of Beverly Hills, in an amount equal to **at least ten percent (10%)** of the total bid, or a bid bond for said amount on a form furnished by the City, with the understanding that said security shall be held by the City Clerk until the contract for doing the work has been entered into, and that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the above-mentioned bonds and insurance **within the ten (10) days** specified, if awarded the contract, as the undersigned agrees that in the event of such failure, the actual amount of the damage to the City would be impractical and extremely difficult to determine.

In the event cash, or cashier's check, or a certified check is furnished for the bid bond, then a letter is required from a bonding company stating that said company will furnish the necessary bonds, as specified in *Paragraph 2-11* of the Standard Contractual Requirements, if the undersigned is awarded the contract. The undersigned is aware of the fact that such a letter must be from a bonding company acceptable to the City of Beverly Hills, and that all bids accompanied by cash, or cashier's check, or a certified check in lieu of the bid bond must be accompanied by such a letter in order to be considered.

The undersigned agrees that the insurance and bonding requirements set forth in *Sections 3-13 and 2-11*, respectively, of the City of Beverly Hills, Public Works Department, Standard Contractual Requirements can and will be fulfilled.

The undersigned hereby agrees to perform the work as described in Beverly Hills Standards, and in the Specifications prepared for this project, at the following prices, to wit:

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

**TELECOM DROP PRE-INSTALLS (RESIDENTIAL & COMMERCIAL) FOR 3<sup>RD</sup> QUARTER 2019**

**Bond Premium Costs**

1	1 LS	Bond Premiums – Reimbursement (receipts required)	\$ _____	\$ _____
		_____ DOLLARS		
		and _____ CENTS		
		per <b>Lump Sum</b>		

**TELECOM DROP PRE-INSTALLS (RESIDENTIAL & COMMERCIAL)**

**Underground Drop Pre-installs w/ New Microconduit**

2	3,550 LF	Direct bury microconduit for runs up to 100'	\$ _____	\$ _____
		_____ DOLLARS		
		and _____ CENTS		
		per <b>Lineal Foot</b>		
3	2,350 LF	Direct bury microconduit for runs over 100'	\$ _____	\$ _____
		_____ DOLLARS		
		and _____ CENTS		
		per <b>Lineal Foot</b>		

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY AND UNIT</u>	<u>DESCRIPTION PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL IN FIGURES</u>
4	750 LF	Install microconduit in existing occupied conduit  _____ DOLLARS and _____ CENTS per <b>Lineal Foot</b>	\$ _____	\$ _____
5	200 EA	Install TAP box  _____ DOLLARS and _____ CENTS per <b>Each</b>	\$ _____	\$ _____
6	216 LF	Sidewalk bore  _____ DOLLARS and _____ CENTS per <b>Lineal Foot</b>	\$ _____	\$ _____
7	684 LF	Driveway bore  _____ DOLLARS and _____ CENTS per <b>Lineal Foot</b>	\$ _____	\$ _____
8	68 EA	Wall penetration for microconduit  _____ DOLLARS and _____ CENTS per <b>Each</b>	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY AND UNIT</u>	<u>DESCRIPTION PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL IN FIGURES</u>
9	42 EA	Furnish and Install Split Wye _____ DOLLARS and _____ CENTS per <b>Each</b>	\$ _____	\$ _____
10	4,200 LF	Install microfiber into microconduit _____ DOLLARS and _____ CENTS per <b>Lineal Foot</b>	\$ _____	\$ _____
11	9 EA	Additional fiber splices or terminations (if necessary) _____ DOLLARS and _____ CENTS per <b>Each</b>	\$ _____	\$ _____
12	20 EA	Pothole repair – intercept microconduit _____ DOLLARS and _____ CENTS per <b>Each</b>	\$ _____	\$ _____
13	500 LF	Rod & rope existing conduit (if necessary) _____ DOLLARS and _____ CENTS per <b>Lineal Foot</b>	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY AND UNIT</u>	<u>DESCRIPTION PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE IN FIGURES</u>	<u>TOTAL IN FIGURES</u>
<b><u>Aerial Drop Pre-installs</u></b>				
14	82 EA	Aerial drop (flat fiber) from serving pole _____ DOLLARS and _____ CENTS per <b>Each</b>	\$ _____	\$ _____
15	53 EA	Additional pole spans _____ DOLLARS and _____ CENTS per <b>Each</b>	\$ _____	\$ _____
16	3,550 LF	Install microfiber (flat fiber) in existing occupied conduit _____ DOLLARS and _____ CENTS per <b>Lineal Foot</b>	\$ _____	\$ _____
17	8 EA	Place aerial to underground risers _____ DOLLARS and _____ CENTS per <b>Each</b>	\$ _____	\$ _____

**Beverly Hills Fiber Branding**

18	1 ALW	Branding allowance	<u>\$ 2,500.00</u>	<u>\$ 2,500.00</u>
		<b><u>Two Thousand Five Hundred</u> DOLLARS</b>		
		And <b><u>Zero</u></b> CENTS		
		per <b>Allowance</b>		

**TOTAL BID PRICE FOR THE ENTIRE CONTRACT WORK** for the cost of labor, materials, equipment parts, implements and supplies necessary to complete the project, as based on the City Engineer's estimate of quantities of work to be done (***Summation of preceding subtotals of Items 1 through 18***)

\_\_\_\_\_ DOLLARS and  
 (Words)

\_\_\_\_\_ CENTS                      \$ \_\_\_\_\_  
 (Words)    (Figures)

All blank spaces appearing above must be filled in. In case of discrepancy between words and figures, the words shall prevail.

The undersigned hereby declares that the cost of all necessary items for completion of this project are included in the unit prices quoted, and that all incidentals have been taken into consideration even though said incidentals are not specifically listed in the specifications or shown on the plans. The undersigned is likewise aware of the fact that distances, quantities, and other estimated figures appearing on the plans or mentioned in the specifications or on this Proposal Form are only approximate and declares that the unit prices shown above for the various items of work are based on distances and quantities calculated as the result of actual measures performed at the site of the project.



**LIST OF SUBCONTRACTORS** - The undersigned is required to fill in the following blanks in accordance with the provisions of Section 4104 of the Public Contract Code of the State of California and Section 2-3 of the Standard Specifications.

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

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

The undersigned agrees to furnish proof that all contractors and subcontractors performing any work related to this improvement are complying with all the requirements of Social Security Legislation, both State and Federal, and also agrees to conform with the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

TE750015

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

State of California  
County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he or  
she is \_\_\_\_\_ of

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

\_\_\_\_\_  
Contractor  
  
\_\_\_\_\_  
  
\_\_\_\_\_

***(Attach appropriate notary acknowledgments)***

TE750013  
12-12-89

Respectfully submitted:

Dated \_\_\_\_\_

FIRM NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Bidder

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: BUSINESS \_\_\_\_\_

RESIDENCE \_\_\_\_\_

CONTRACTOR'S LICENSE NO. \_\_\_\_\_ CLASS \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS  
CONTRACTOR REGISTRATION NUMBER \_\_\_\_\_

Bidder is \* \_\_\_\_\_

If a partnership, names of partners  
If a corporation, names of President **or**  
Vice President, **and** the Secretary **or**  
Assistant Secretary

NAME

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Executed on \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ California

\*By: \_\_\_\_\_  
\_\_\_\_\_

\*By: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

\* Please state whether the bidder is an individual, a partnership, a corporation, **or** an individual doing business under a fictitious name. If the bidder is a corporation, the following is required: 1) signatures of two corporate officers; **or** 2) a certified copy of the corporation bylaws, and a resolution of the Board of Directors which gives authority to the officers signing this agreement to execute contracts on behalf of the corporation. Also, refer to Paragraph 2-01 of the Standard Contractual Requirements.

# SPECIFICATIONS

for the

## FTTP TELECOM DROP INSTALLATIONS FOR 3<sup>RD</sup> QUARTER 2019

within the City of  
BEVERLY HILLS, CALIFORNIA

00000

### SECTION 1

#### GENERAL PROVISIONS

**1-01 WORK TO BE DONE** – The contract work to be done under these specifications shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary for, or appurtenant to, **FTTP TELECOM DROP INSTALLATIONS** within the City of Beverly Hills, California, in accordance with Standard Drawings and the Specifications prepared for this project.

**1-02 STANDARD CONTRACTUAL REQUIREMENTS** - The provisions of the "Standard Contractual Requirements for Public Improvements in the City of Beverly Hills", a copy of which is attached hereto and incorporated herein by reference, shall be applicable to the work covered by these specifications.

#### **1-03 REFERENCE SPECIFICATIONS**

**1-03.1 STANDARD SPECIFICATIONS** - The words "Standard Specifications" when used in these specifications or in the contract, refer to the "Standard Specifications for Public Works Construction", 2015 Edition, written by a Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and Southern California District of the Associated General Contractors of California.

The Standard Specifications for Public Works Construction, 2015 Edition, including all amendments thereto issued prior to date of the bid opening, shall be a part of these specifications, the same as though contained fully herein.

**1-03.2 AMENDMENTS** - The "Standard Specifications for Public Works Construction", 2015 Edition is amended as follow:

1) The following is in addition to the provisions of *Section 2-9.1* of the Greenbook:

The Contractor is required to locate and tie out survey monuments in the project area prior to construction involving street and highways, and to file with the County Surveyor a Corner Record of any such work. Prior to the issuance of a completion certificate, the Contractor is

required to file a Corner Record for survey monumentation that is replaced. All such survey work shall be performed under the supervision of a California licensed Land Surveyor or a Civil Engineer authorized to perform such work.

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

The payment for surveying, related professional services, permit processing, office calculations, and furnishing all labor, materials, equipment, tools and incidentals, and for doing work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefore.

- 2) The second paragraph of *Section 3-2.2.1 "Contract Unit Prices"*, of the Standard Specifications for Public Works Construction is deleted.
- 3) The third paragraph of *Section 3-2.2.1 "Contract Unit Prices"*, of the Standard Specifications for Public Works Construction should be followed by: "Should any Contract item be deleted in its entirety, no payment will be made to Contractor for that Bid Item."
- 4) *Section 3-3.2.3 Markup* shall be replaced by the following:

*3-3.2.3.1 Work by Contractor.* An allowance for overhead and profit shall be added to the Contractor's cost as determined under 3-3.2.2 and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall be compensated for the actual increase in the Contractor's bond premium caused by the extra work. For costs determined under each subsection in 3-3.2.2, the markup shall be:

- |                             |     |
|-----------------------------|-----|
| a) Labor                    | 20% |
| b) Materials                | 15% |
| c) Tools & Equipment Rental | 15% |
| d) Other Items              | 15% |

*3-3.2.3.2 Work by Subcontractor.* When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3.1 shall be applied to the Subcontractor's costs as determined under 3-3.2.2. An allowance for the Contractor's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the full and complete markup for all overhead and profit for the Contractor on work by the Subcontractor. For Contractor markup of Subcontractor's costs, the allowance shall be **10% on the first \$2,000 or portion thereof, and 5% on costs in excess of \$2,000.**

**1-04 CLAIM DISPUTE RESOLUTION** – In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

## SECTION 2

### SPECIAL PROVISIONS

**2-01 TIME OF COMPLETION** – The work on this project shall start **within 7 calendar days** from the date of receipt of written notice to proceed from the City Engineer and the Contractor agrees to complete the entire work within **180 calendar days** from the Notice to Proceed date.

In case all the work called for is not completed in all parts and requirements within the time specified, the City shall have the right to grant or deny an extension of time for completion, as may best serve the interest of the City. The Contractor shall not be assessed with penalties during the delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors or subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, or delays of subcontractors due to such causes provided that the Contractor shall, **within ten (10) calendar days** from the beginning of such delay, notify the City, in writing of the cause of the delay. The City will ascertain the facts and the extent of the delay, and the findings thereon shall be final and conclusive.

**2-02 SPECIFICATIONS** - The specifications showing character of the work and details of construction are on file at the office of the ***City Engineer, located in 345 Foothill Road, Beverly Hills, California.***

Estimates of quantities appearing in these specifications, Notice to Bidders, and Proposal Form are merely entered for the convenience of the contractors bidding on this project. An independent check of the estimate in the field is required by the contractor **prior to** submitting its bid. It must be understood that payment to the successful contractor will be made on the basis of the unit prices bid for the various items of work and on the actual quantities of work done as measured in the field by the City Engineer.

Copies of the Specifications and Proposal Form may be inspected and obtained at the office of the City Engineer.

### **2-03 SPECIAL WORK REQUIREMENTS AND WORK SCHEDULE**

**2-03.1 SPECIAL WORK REQUIREMENTS** - All work shall be undertaken in conformance with the following special work requirements. Full compensation for conforming to all of the special work requirements shall be included in the bid prices for this contract, and no additional compensation will be made therefore:

a) The Contractor is **prohibited** from working on the following days in City of Beverly Hills:

HOLIDAY	2018	2019
New Year's Day	Jan 1 (Mon)	Jan 1 (Tues)
Martin Luther King Day	Jan 15 (Mon)	Jan 21 (Mon)
President's Day	Feb 19 (Mon)	Feb 18 (Mon)
Passover	Mar 30-31 (Fri & Sat)	Apr 19-20 (Fri & Sat)
Good Friday	Mar 30 (Fri)	Apr 19 (Fri)
Memorial Day	May 28 (Mon)	May 27 (Mon)
Independence Day	July 4 (Wed)	July 4 (Thur)
Labor Day	Sept 3 (Mon)	Sept 2 (Mon)
Rosh Hashanah	Sep 9-10 (Sun & Mon)	Sep 29-Oct 1 (Sun & Mon)
Yom Kippur	Sept 18 (Tue)	Sept 18 (Tue)
Veteran's Day	Nov 11-12 (Sun & Mon)	Nov 11 (Mon)
Thanksgiving Day	Nov 22-23 (Thurs & Fri)	Nov 28-29 (Thurs & Fri)
Christmas Day	Dec 25 (Tue)	Dec 25 (Wed)

- b) The Contractor shall secure, protect and maintain the construction area on all of the dates referenced above.
- c) All work must be coordinated with the Civil Engineering and Information Technology staff and comply with this specification and all referenced specifications or standards.
- d) The Contractor shall maintain the construction site during non-working hours in a clean and safe condition. The Contractor will replace any newly laid concrete that is damaged or scarred. The Contractor shall be available for immediate mitigation measures should the City Engineer decide that appropriate action is necessary during non-working hours.
- e) All excavated material shall be loaded into hauling vehicles as the material is excavated. See appendix for "COBH Approved Heavy Haul Truck Route Map". Stockpiling of excavated material in the public right of way is not allowed.
- f) All Underground Service Alert (USA) markings have to be removed by the Contractor at the end of the construction project.
- g) Dirt and/or debris not removed by conventional sweeping will require wash down at the direction of the City Engineer. All runoff from wash down shall be vacuumed using a wet/dry vacuum truck. No runoff from wash down will be allowed to drain into the storm drain system.
- h) All dirt on construction vehicle tires shall be removed prior to leaving the construction area.
- i) At the Pre-Construction meeting; the City will require the Contractor to furnish a cellular phone number that will be furnished to residents with questions or complaints regarding the Contractor's



work. The Contractor should designate a public liaison person to handle all resident inquiries. The Contractor shall respond to residents' inquiries within one hour of the call during normal working hours (8am to 6pm). When dealing with residents, common courtesy is required.

- j) The Contractor shall be prepared to modify haul routes and staging areas to respond to changing conditions as directed by the City Engineer. The Contractor shall ensure that all hauling vehicles be radio dispatched to facilitate changes in the hauling cycle. See COBH-approved heavy haul truck route map in appendix.
- k) All vehicles used for construction work shall have a company emblem on the door.

### **2-03.2 WORK SCHEDULE -**

- a. **Normal Work Schedule** - The Normal Work Schedule for all contract work shall be between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday.
- b. **After Hours** – After Hours shall be defined as any hours outside of the Normal Work Schedule. Work may be allowed outside the normal work schedule on a case by case basis as authorized by IT Manager and/or Project Manager. No additional compensation will be given.

### **2-04 TRAFFIC CONTROL**

**2-04.1 NOTIFICATION** - The Contractor shall notify the following City Departments **24 hours prior** to the start of work at any location, and **24 hours prior** to the partial closing of a street or alley within the City of Beverly Hills.

#### **BEVERLY HILLS PUBLIC WORKS DEPARTMENT**

Notify Jeff Bartizal, Supervising Public Works Inspector (310.285.2518)

#### **BEVERLY HILLS POLICE DEPARTMENT**

Notify Traffic Division (310.285.2196)

#### **BEVERLY HILLS FIRE DEPARTMENT**

Notify Dispatcher's Office (310.550.4951)

#### **BEVERLY HILLS SANITATION DEPARTMENT**

Notify Arthur Saenz, Operations Supervisor (310.285.2465)

The City will furnish to the Contractor "TOW AWAY NO STOPPING" signs. The Contractor will be responsible for posting signs **72-hours** in advance of the work and removing these signs as required for this project. Signs must have exact work days and hours indicated on them for each location and cannot be general. Signs also need to indicate the Project's Permit Number.

**2-04.2 PARKING AND ACCESS TO RESIDENTS' DRIVEWAYS** - The Contractor shall comply with the requirements of *Paragraph 5-07* of the Standard Contractual Requirements with reference to the need of minimizing the inconvenience caused to residents.

**2-04.3 CONSTRUCTION SIGNS** - All signs used by the Contractor shall conform to the standards of the "Manual of Traffic Controls", issued by the Department of Transportation, State of California, current edition. All warning, regulatory and construction signs shall be fully reflectorized. The traffic cones to be used shall be 18 inches in height, rubber, or plastic and be reflectorized.

**2-04.4 CONTRACTOR'S RESPONSIBILITY** - The Contractor shall take all necessary measures to obtain a normal flow of traffic to prevent accidents and to protect the work throughout the construction stages until completion of the work. The Contractor shall make the necessary arrangements to provide and maintain barriers, cones, guards, barricades, and construction warnings and regulatory signs. The Contractor shall take measures necessary to protect all other portions of the work during construction and until completion, providing and maintaining all necessary barriers, barricade lights, guards, temporary crossovers and watchmen.

In addition to the foregoing traffic control and safety measures, the Contractor shall undertake immediately to implement any measures requested by the City Engineer, as deemed necessary to ensure the proper flow of traffic and the protection of the public and the safety of the workers. The Contractor shall maintain at all times the ability to respond to calls from the Beverly Hills Police Department during non-working hours to replace or provide additional traffic control or safety devices as shall be required by the Police Department.

**2-04.5 FLASHING ARROW SIGNS** - The Contractor shall furnish and maintain solar-powered flashing arrow signs (FAS) during lane closures on arterial streets. The City Engineer shall determine when FAS is required at any location. The cost of these signs shall be included in the unit prices bid for the particular items of work where such signs may be required.

**2-04.6 PAYMENT** - The entire cost for traffic control as detailed in this section and as required for this construction shall be included in all applicable bid items.

## **2-05 UTILITIES**

**2-05.1 CONTRACTOR'S RESPONSIBILITY** - The Contractor shall verify the location of all underground utilities and services before proceeding with excavation work, requesting in advance the services of inspectors from the utility companies in order to ascertain said locations. Damage to underground utilities resulting from neglect on the part of the Contractor shall be corrected and paid for by the Contractor.

**2-05.2 NOTIFICATION** - The Contractor shall notify all owners of public utilities 48 hours in advance of excavating around any of their substructures, and shall also provide the same notice to Underground Service Alert of Southern California, **Tel. No. 1-800-227-2600**.

**2-05.3 INTERFERENCE (UTILITIES IN USE)** - Utilities which are found, by exploratory location or by excavation, to interfere with the construction of this project will be relocated, altered, or reconstructed by others, or the City Engineer may order changes in location, line or grade of the project structure, to be built or being built in order to avoid said utility. The cost of such changes will be paid for as described in *Section 2-08* of these Specifications.

**2-05.4 INTERFERENCE (ABANDONED UTILITIES)** - Abandoned utilities which interfere with the construction of any portion of this project may be cut by the Contractor, the interfering portion of the utility removed and open ends of the pipe sealed with a suitable plug or cap. The cost of this work shall be included in the unit prices bid for the particular items of work where such interference occurs unless otherwise specified.

**2-06 BUSINESS LICENSE** - The contractor is required to have a current City of Beverly Hills business license issued through the City of Beverly Hills Building & Safety and/or Finance Administration Departments. To obtain a business tax registration form, please call (310) 285-2424, or visit the one-stop permit center on the first floor of Beverly Hills City Hall located at 455 North Rexford Drive, Beverly Hills, 90210.

**2-07 PERMITS** – Prior to the commencement of work, the Contractor shall obtain a construction and after-hours permit at no cost from the City of Beverly Hills Permit Center, located on the 1<sup>st</sup> floor of City Hall at 455 North Rexford Drive. The permit shall be kept in a readily available place on the job site at all times during construction. While no fee will be charged for the permit, no permit will be issued unless the Contractor provides a code reference number from U.S.A. confirming they have received appropriate advance notification as required in Section 2-05.2 above and provides evidence of a current copy of Beverly Hills business license.

**2-08 ADDITIONAL WORK AND EXTRA WORK** - The City reserves the right to order additional work over and above the quantities listed in the Proposal Form. In the event that additional work is required and is so ordered by the City Engineer, payment to the Contractor will be based on the actual quantity of additional work ordered and measured in the field by the City Engineer and will be paid for at the unit price bid by the Contractor. Likewise, the City reserves the right to order extra work not shown on the plans and not listed in the Proposal Form. Whenever extra work is found to be necessary, the procedure described in *Paragraph 5-11* of the Standard Contractual Requirements shall be followed.

**2-09 PAYMENT** - Contractor shall be paid for work in accordance with the unit prices shown on the schedule of unit prices in the proposal form.

Upon completion of the assigned work by Contractor and acceptance of the work by the City Engineer, the Contractor shall submit an invoice for said work based on mutually agreed quantities.

The payment will be made on the basis of the amount of mutually agreed work completed less **five (5) percent retention** unto a maximum of \$50,000.

The final payment will be made at least **thirty-five (35) days** after acceptance of the work by the City Council.

The Contractor's invoice format shall be subject to approval by the City Engineer. Each request for payment must show the work, by Bid Item, completed at each location. The invoice shall contain separate subtotals of cost by location and by Bid Item.

**2-10 SAFETY REGULATIONS** - The Contractor shall comply with the requirements set forth in *Section 7-10.4* of the Standard Specifications.

## 2-11 RECYCLING OF MATERIALS AND NON-STORMWATER DISCHARGES

**2-11.1 RECYCLING OF MATERIALS** - The Contractor is expected to recycle all materials removed from the job site. See *Section 3-01*.

**2-11.2 DISCHARGES INTO STORM DRAIN SYSTEM** - Storm water/urban runoff discharges to the public storm drainage system shall be prohibited for all discharges not wholly comprised of storm water, or permitted by a valid National Pollution Discharge Elimination System (NPDES) permit issued by the California Regional Water Quality Control Board. "Storm drain system" includes all roads with drainage systems, municipal streets, catch basins, curbs, gutter, ditches, man-made channels, or storm drains. The Contractor shall prevent all non-storm water discharges from the construction site (i.e. mixing and cleaning of construction materials, concrete washout, disposal of paints, adhesives, solvents, and landscape products).

**2-12 ITEMS OF WORK** – The work associated with and included in the price for each Bid Item is specifically described in this section. Refer to Section 3 and the appendices for additional requirements and standard drawings.

Mobilization, demobilization, traffic control, and safety shall be included in all other appropriate bid items. No separate payment will be made for these items.

***For all work on private property, construction shall comply with latest applicable California Building Standards Code (Cal. Code Regs., Title 24) with Beverly Hills amendments. Refer to***  
***Title 9 Ch. 1 Article 1-16***  
***[http://sterlingcodifiers.com/codebook/index.php?book\\_id=466&chapter\\_id=21351](http://sterlingcodifiers.com/codebook/index.php?book_id=466&chapter_id=21351)***

Many types of work will require cleanup and repair of adjacent property/improvements after the work is completed, including related tasks such as lawn re-sodding or reseeding, painting, etc. All costs for these related tasks shall be included in the bid prices for the associated work, and no extra payment for these related tasks will be allowed. Further, the associated work will not be considered complete until the related tasks are completed, and no payment will be made for the associated work until the related tasks have been completed.

**All work under this contract is based on actual customer installation requests. Drop installs and work flow shall be coordinated and scheduled with the IT Department or its representatives.**

**2-12.1 ITEM 1. BOND PREMIUMS – REIMBURSEMENTS (RECEIPTS REQUIRED)** – The lump sum item shall reimburse direct purchase costs of the payment bond only. Any additional overhead and profit shall be included with other bid items. Receipts will be required for reimbursement. Payment bond shall be in the amount equal to 100% of the total bid.

**2-12.2 ITEMS 2 & 3. DIRECT BURY MICROCONDUIT** – The unit price bid per lineal foot shall include all the work involved in the following:

- a. Direct bury microconduit drops into the residential or commercial building structure.
- b. Installations shall be in new 12.7/10 mm or 10/8 mm micro-conduit with a depth of at least 8" deep from existing microconduit at the property line (stubout, pull box, or NAP box) to the building face into a TAP box, into an existing conduit, or an existing pull box.
- c. All restoration of landscaping, irrigation, and hardscape.
- d. All microconduit connections and terminations into the TAP box.
- e. Bid Item 1 shall be billed per foot for installs up to 100'. For installs over 100', bill per foot to Bid Item 2.

**2-12.3 ITEM 4. INSTALL MICROCONDUIT IN EXISTING OCCUPIED CONDUIT** – The unit price bid per lineal foot shall include all the work involved in the following:

- a. Install microduit in existing occupied conduit that is either underground, on or in the building structure. This includes all pull boxes, junction boxes, etc. Protect existing wiring.
- b. All microconduit connections and terminations into the telecom cabinet or room.
- c. When installing into a split wye or existing conduit opening, you must seal the opening to prevent any dirt, water, bugs, rodents, etc. from entering the pipe.

**2-12.4 ITEM 5. INSTALL TAP BOX** – The unit price bid per each shall include all the work involved in the following:

- a. Install TAP box on side of building.
- b. Install penetration into the building through the TAP box to facilitate fiber installation.

**2-12.5 ITEM 6 & 7. SIDEWALK OR DRIVEWAY BORE** – The unit price bid per lineal foot shall include all the work involved in the following:

- a. Boring underneath hardscape improvements such as concrete driveways or walkways.
- b. Walkways shall be considered up to 8' wide. Any hardscape wider than 8' will be considered as a driveway.
- c. Conduit sleeves underneath hardscape.
- d. All restoration related to the boring work.

**2-12.6 ITEM 8. WALL PENETRATION FOR MICROCONDUIT** – The unit price bid per each shall include all the work involved in the following:

- a. Core drill through concrete or masonry wall (up to 1' thick, typical is 8") and install 1" pvc conduit sleeve.
- b. Secure sleeve into the wall with concrete repair and anchoring epoxy or similar product.
- c. After microconduit is installed, seal annular space between microconduit and sleeve with an appropriate product.
- d. Restore landscape or hardscape.

**2-12.7 ITEM 9. FURNISH AND INSTALL SPLIT WYE** – The unit price bid per each shall include all the work involved in the following:

- a. Furnish and install PVC split wyes on existing conduits as needed. Protect existing wiring.
- b. Sizes will vary. Provide up to 4" split wye.
- c. After microconduit is installed, seal annular space between microconduit and split wye with an appropriate product.

**2-12.8 ITEM 10. INSTALL MICROFIBER IN MICROCONDUIT** – The unit price bid per lineal foot shall include all the work involved in the following:

- a. Install fiber in microconduit from the NAP to the TAP box, cabinet, or telecom room.
- b. Splice or terminate single strand at the NAP and at the TAP, cabinet, or telecom room.
- c. If a microfiber with multiple strands is installed, additional splices and terminations will be necessary. This additional work shall be performed under bid item 10.

**2-12.9 ITEM 11. ADDITIONAL FIBER SPLICES OR TERMINATIONS (IF NECESSARY)** – The unit price bid per each shall include all the work involved in the following:

- a. For multiple dwelling units or commercial buildings, microfiber with multiple strands will be installed.
- b. Splice or terminate additional strands at the NAP and at the TAP, cabinet, or telecom room.

**2-12.10 ITEM 12. POTHOLE REPAIR – INTERCEPT MICROCONDUIT** – The unit price bid per each shall include all the work involved in the following:

- a. For stubbouts buried in the pavement, sawcut and excavate to expose the existing microconduit.
- b. After the new microconduit is connected and brought into the private property (under another bid item), restore the pothole per BH114. Make sure the microconduit is buried in the aggregate layer to protect it from the hot mix asphalt.

- c. The minimum size pothole shall be 1' by 1'. The contractor may have to increase the size of the pothole to facilitate wall penetrations.

**2-12.11 ITEM 13. ROD & ROPE EXISTING CONDUIT (IF NECESSARY)** – The unit price bid per lineal foot shall include all the work involved in the following:

- a. Some existing conduit will not have pull ropes. Rod existing conduit to verify it can be used to bring the microconduit or microfiber into the building structure. Protect existing wiring.
- b. Install a new polyester mule tape through existing conduit, pull boxes, junction boxes, etc.

**2-12.12 ITEMS 14 & 15. AERIAL DROP PRE-INSTALLS AND ADDITIONAL SPANS** – The unit price bid per each shall include all the work involved in the following:

- a. All the work involved in connecting existing aerial fiber cable (flat fiber) on the pole to the residential or commercial structure including penetrations. Use fire barrier sealant.
- b. If a TAP box is required, install per other bid item.
- c. All hardware such as brackets, attachment hardware, messenger wire, cable ties, etc.
- d. Splice or terminate single strand at the NAP and at the TAP, cabinet, or telecom room.
- e. If a microfiber with multiple strands is installed, additional splices and terminations will be necessary. This additional work shall be performed under bid item 10.
- f. For additional pole spans, some drops will route from the NAP pole up or down line to another pole or mid span take off point to the dwelling.

**2-12.13 ITEMS 16. INSTALL MICROFIBER IN EXISTING OCCUPIED CONDUIT** – The unit price bid per lineal foot shall include all the work involved in the following:

- a. Installation of flat fiber can proceed through existing occupied conduit in or on the building.
- b. If rodding and roping is required, perform work under related bid item. Protect existing wiring.

**2-12.14 ITEMS 17. PLACE AERIAL TO UNDERGROUND RISER** – The unit price bid per each shall include all the work involved in the following:

- a. Some installs will require the placement of a new riser conduit that will be used to route the drop from strand to underground. Each riser will be 2 IN rigid PVC.
- b. Riser placement will include attaching the conduit to the serving pole.

- c. Riser placement will also include an underground transition at the base of the pole to the subscriber's lot line.

**2-12.15 ITEM 18. BEVERLY HILLS FIBER BRANDING ALLOWANCE** – The unit price bid per allowance shall include all the work involved in the following:

- a. **Uniforms, vehicle magnets, etc.** – coordinate overall design of uniforms, polo shirts, hats, logos, vehicle magnets, etc. with City staff. Procure quotes for obtaining uniform clothing, vehicle magnets, etc. Billing will be for actual purchase costs plus 10% for overhead and profit. Receipts will be required.

**b. Background checks & badging:**

- The contractor is responsible for conducting background checks on all technicians that will be assigned to the project. Each prescreen technician will be subject to the City's background check process. This process is not reimbursable. Any associated costs shall be built into all other bid items.
- The City will complete its own background check process (LiveScan) for each technician the contractor submits for project assignment and City ID badging. Each technician will be required to complete this process, whether a new hire for the contractor or an existing technician. The pass/fail requirements will be the standard used by the City currently and at its discretion, but will not be published. The City HR department may charge for each background check. For fees paid by the contractor, billing shall be actual fee costs plus 10% for overhead and profit. Receipts will be required.
- The contractor shall employ a drug screening program where 100% of new hires are tested and periodic random testing is being used. The City will not participate in this drug testing program. This process is not reimbursable. Any associated costs shall be built into all other bid items.



## SECTION 3

### CONSTRUCTION REQUIREMENTS AND MATERIALS

**3-01 REMOVAL AND DISPOSAL OF MATERIALS** - All materials removed must be hauled away from the project site and legally disposed of at a materials site located outside the City limits of Beverly Hills. The Contractor shall provide the City all documentation as to the weight or volume of materials removed during excavations in accordance with the requirements of Public Resources Code Section 40000-40004. This documentation shall be in the form of certified tickets from a Concrete & Debris (C&D) processing facility or in the form of a certified log (by an officer of the company) showing dates of excavation and/or removal of concrete and/or asphalt materials, amounts (in weights for volumes) and the facility where the materials were recycled. In addition, the contractor shall supply a similar self-certified log accounting for all materials that were not recycled. The Contractor shall supply the logs to the City **prior to the approval of payment requests** covering the associated work.

Except as otherwise specifically authorized by the City Engineer, all self-propelled equipment used by the Contractor in excavation, breaking and removal operations for improvement work shall be equipped with rubber tires.

**3-02 AVOIDANCE OF DUST NUISANCE** - The Contractor shall take all necessary measures in order to avoid the nuisance of excessive dust resulting from the process of breaking, reconstructing and removing any materials on the project site. Such measures shall be employed for the duration of the contract work. Refer to *Section 7-8.1* of the Standard Specifications.

**3-03 STORAGE OF MATERIALS IN PUBLIC STREETS** - *Section 7-10.2* of the Standard Specifications is deleted and replaced by the following: "The Contractor shall not store construction materials, equipment or excavated material in the public right-of-way at any time without prior written permission from the City Engineer."

**3-04 UNTREATED BASE MATERIALS** - Crushed miscellaneous base materials shall comply with the requirements in Section 200-2.4 and shall be placed in accordance with the requirements of Section 301-2 of the Standard Specifications.

**3-05 PCC SPECIFICATIONS** - The Contractor shall comply with the requirements set forth in Section 303-5 of the Standard Specifications for the construction of PCC improvements. The concrete material used for various types of improvements shall be as shown in the following table:

Type of Improvement	PCC Specification	Notes
Curb, gutter, sidewalk and curb ramp, driveway approaches, catch basin top slabs	Class 520 C 2500	1. Concrete shall contain 2% calcium chloride by weight.
Alley gutter, cross gutter, local depressions, alley approaches, integral curb and bus pads	Class 560 C 3250	1. Concrete shall contain 2% calcium chloride by weight, if requested by the City Engineer 2. Type III Cement (high early strength) shall be used. 3. Fiber mesh shall be added to the mix for integral curb and bus pads in accordance with the manufacturer's instructions.
High early alternative	Class 750-C-5000	Use WRDA 64 or equivalent water reducing admixture.

**3-05.1 PCC Improvements** – PCC improvements shall be constructed in accordance with the following requirements:

- a) The City will mark the removal area at each location.
- b) Score lines shall match adjacent markings.
- c) The Contractor will be responsible for all markings on newly laid concrete. The City Engineer may require removal and reconstruction of marked or damaged work.

**3-06 MATERIALS TO BE SUPPLIED** – Refer to the table below for materials to be supplied the City or by the contractor:

<b>Material Item</b>	<b>City of Beverly Hills</b>	<b>Contract or</b>	<b>City or Customer</b>
TAP Box	x		
Drop Conduit (12.7/10mm or 10/8mm)		x	
Drop Fiber	x		
Inside Wire - Fiber	x		
Connectors, jacks, jack plates, & miscellaneous supplies		x	
Tools and Test Equipment		x	
Service Vehicles		x	

Any miscellaneous materials not listed in the table above that are needed to complete work shall be supplied by the contractor.

**3-07 Basic Network Planning Assumptions** – The City has completed the selection processes for all key building blocks of the proposed FTTP system. The contractor shall coordinate with the City and with the Premise Installer. Consider the following assumptions:

- Calix is the electronics vendor and Great Lakes Data Systems (GLDS) is the OSS/BSS vendor. The Installation and Maintenance Contractor technicians will be required to utilize the Great Lakes WinForce Tech platform which enables smart device/handheld access to the OSS platform in the field. The GLDS platform is used for all install scheduling, quota management, work order entry and issuance, and inventory management of the ONT's.
- The City will be deploying the Calix 716 model (4 data and 2 voice ports) and 844G model (4 data, 2 voice and 802.11ac WiFi) and GP1000X model (10G uplink and 10/1G LAN port) deployed in tandem with the model 844E (802.11ac WiFi Gateway). The City is primarily using indoor ONTs, with some external being used for certain commercial installations. Where installations include voice service, we are installing a UPS with internal battery.

- The City will be using a combination of direct CAT6 connections to connect ONTs to the Subscriber PC or wireless router in the subscriber home, as well as 80211.ac integrated ONT's that will not require inside wiring.
- PONs will be implemented using 1:16 splitters located in approximately (40) 288-count local convergence cabinets (LCCs).
- Network access points (NAPs) will be attached to distribution cables radiating from the LCC. Enough fibers will be dressed out in a splice tray in each NAP to serve every home and business in the NAP's serving area. The City will be using the edome closures for NAPs.
- The system is being built using a combination of strand and lash for aerial (armored distribution cable) and microcable in microduct for underground.

**3-8 PRE-INSTALL OF FIBER DROP** – The City intends to break the installation process into two distinct steps. The first step will be called the “pre-install.” This work is the installation of the fiber drop from the serving network access point (NAP) to the exterior of the dwelling, the installation of the Test Access Point (TAP), and splicing and testing of the fiber. A detailed list of tasks for the pre-install phase is provided next:

- Contractor runs New Connect work order report in GLDS WinCable for new subscriber installation at least 5 days prior to the due date (premises installation). Work order will include all standard subscriber and service information as well as identification of the serving LCC and NAP;
- Contractor schedules pre installation for given work order such that all work is completed at least 24 hours prior to the premises installation date. The City will not be involved in the detailed scheduling of this phase. Subscriber will be notified that this work will take place prior to the actual premises installation, but they will not be required to be present;
- Contractor personnel goes to the serving LCC, identifies the next available port assigned at the serving LCC for the subscriber's NAP and connects it to the next available splitter port (pigtail);
- Contractor personnel goes to the serving NAP, locates fiber to be used to serve subscriber and fusion splices one fiber strand in drop cable (the City is not deploying any form of pre-connectorized NAPs or drop cables). Close NAP and complete pressure check on closure (hand pump acceptable);
- Install fiber drop to home using standard aerial and/or underground construction approaches (underground drops to be direct buried minimum depth of 8"):
  - Underground NAPs are located in standalone hand holes that are a minimum of 17x30x18. The City has used streetlight duct for the bulk of the distribution pathways in the underground FTTP network. In these areas, distribution fiber routes from NAP to NAP in streetlight conduits and transitions to NAP handholes via dedicated interconnects. Dedicated drop micro ducts route from each NAP

hand hole back through the streetlight conduit to either a marked stub out or another streetlight hand hole. Installers are required to locate the serving stub out or serving hand hole and connect the drop micro duct from that point. Stub outs will be marked with a tag in the concrete or with locate wire in the case of greenspace. The installer will be required to coordinate with the streetlight department to insure that the given streetlight circuit is off prior to accessing the street light handhole.

- Installers are required to bury the drop micro duct at least eight inches, unless given permission by the City to be shallower. Ground conditions will vary. Installer is expected to provide restoration for all underground work related to each install. Once the micro duct is in place, the installer will complete the splitter cabinet connections and run a drop microfiber from the TAP box to the NAP location (pushing, blowing or pulling), through the dedicated drop micro duct. Please note that the fiber drop cable may route from the NAP through a dedicated micro duct before passing over the private property line and into the dwelling. The TAP side of the drop will be connectorized and plug into the TAP box. The NAP side of the drop will be a pigtail and will be fusion spliced to the next available distribution fiber in the NAP. Once the drop is spliced, the installer will be required to take a light reading and record the value on the work order. Low light levels will be reported back the City for further investigation.
- Aerial Drop Pre-Installs: The City will be attaching feeder, distribution and drop cables to Southern California Edison (SCE) and AT&T poles in certain areas of the system. All facilities will be attached at least 48 inches below power. Facilities less than 72 inches from power will be protected by a guard arm placed 48 inches below power. Aerial systems will be constructed using strand and lash design. Distribution and feeder cables will be single jacket / single armor and drop cables will be self-support. Generally, aerial NAPs will be mounted on strand next to a pole (NAP pole). NAPs will be installed with enough slack to bring them down to the ground, but it is expected that most drop splicing will be completed in the air. Drops will route from the NAP pole to the dwelling in many ways. Some drops will route from the NAP to the dwelling directly from the NAP pole, while others will route via intermediate spans and into the dwelling (either pole based J hook or mid span take off) and some will route through a riser and then underground to the dwelling.
- Aerial drop from serving Pole: The serving pole is defined as the last pole before the dwelling in aerial service areas. Pricing is to reflect the cost of completing the cross connect in the splitter cabinet, splicing the fiber drop in the NAP, installing the aerial drop from the serving pole to the dwelling, mounting the TAP box on the dwelling, logging the power reading from the dwelling end of the drop and plugging the drop into the TAP box.
- Underground (riser) drop from serving Pole: The serving pole is defined as the last pole (or mid span take off point) before the dwelling in aerial service areas. Pricing is to reflect the cost of completing the cross connect in the splitter cabinet, splicing the fiber drop in the NAP, installing the drop down the serving pole to the property line, installing duct from the property line to the dwelling, installing drop in the new conduit, mounting the TAP box on the dwelling, logging

the power reading from the dwelling end of the drop and plugging the drop into the TAP box.

- Additional pole spans: Some drops will route from the NAP pole up or down line to another pole or mid span take off point to the dwelling. Pricing should be provided for each span (or mid span segment) in these scenarios. Installers should assume that strand will be present on all main distribution runs. Strand will not be installed from the distribution run to most drop or bump poles.
- Riser installation: The City will be applying for risers on poles where subscribers are likely to require a buried drop from the serving pole to the dwelling. Some risers may need to be installed by the installation contractor. Installers should provide pricing for installing a one inch riser for one or more fiber drops from the base of the pole to a height of approximately 24 feet.
- Underground transition installation: underground sweeps that would connect new drop risers to the property line for a given subscriber. Most poles will be set in asphalt, so pavement grade restoration will be required that meets the City's published standards.
- Mount TAP as close to the existing cable and phone demarcation points on the side of the dwelling as possible;
- Splice connectorized pigtail onto the end of the fiber drop cable;
- Log into GLDS WinForce Tech and record the following, taking photos if warranted:
  - Splitter Cabinet (LCP)
  - Serving Network Access Point and handhole
  - LCP Port
  - Length of interior fiber
  - Length of fiber drop
  - Length of conduit
  - Light level on the fiber
- Close pre-install work order using GLDS WinForce Tech.

**3-9 QUALITY ASSURANCE** – The contractor shall use specific and effective quality control procedures relative to the following areas:

- Employee screening
- Employee training

- Branding and appearance standards (clothing, badge IDs, vehicle appearance, logos, etc.)
- Work standards and procedures
- Work inspections
- Customer feedback and issue resolution

The contractor is to submit documentation regarding specific policies and programs.

**3-10 Standard of Conduct** – The contractor will adhere to the highest quality standards in relation to customer service and workmanship. The contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

The City may request the contractor to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- Neglect of duty.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- Theft, vandalism, immoral conduct or any other criminal action.
- Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of the contractor working in the City shall present a clean and neat appearance. Prior to performing any work for the City, the contractor shall require each of their employees to wear ID badges and uniforms identifying: the contractor by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

**3-11 CHANGES IN WORK**

**3-11.1 BASES FOR ESTABLISHING COSTS** - Work by Contractor. An allowance for overhead and profit shall be added to the Contractor's cost as determined under 3-3.2.2 and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall be compensated for the actual increase in the Contractor's bond premium caused by the extra work. For costs determined under each subsection in 3-3.2.2, the markup shall be:

- |                             |     |
|-----------------------------|-----|
| a) Labor                    | 20% |
| b) Materials                | 15% |
| c) Tools & Equipment Rental | 15% |
| d) Other Items              | 15% |

Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3.1 shall be applied to the Subcontractor's costs as determined under 3-3.2.2. An allowance for the Contractor's overhead and profit shall be added to the sum of the

Subcontractor's costs and markup and shall constitute the full and complete markup for all overhead and profit for the Contractor on work by the Subcontractor. For Contractor markup of Subcontractor's costs, the allowance shall be **10% on the first \$2,000 or portion thereof, and 5% on costs in excess of \$2,000.**

**STANDARD CONTRACTUAL REQUIREMENTS**  
**FOR PUBLIC IMPROVEMENTS**  
**IN THE CITY OF BEVERLY HILLS CALIFORNIA**

**PART I**

**GENERAL PROVISIONS**

**1-01 APPLICABILITY** - Whenever these Standard Contractual Requirements are referred to in any proposal form, specifications, or contract for any work of public improvement proposed to be made by the City of Beverly Hills, they are made an integral part of all such documents pertaining to such work and are incorporated in each of such documents by reference as though set forth at length therein.

**1-02 DEFINITION OF TERMS** - The following terms, unless the context requires a different meaning, when used herein or in the proposal form, specifications, or the contract, shall have the following meanings:

**BIDDER** - Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for work contemplated.

**BIDDER'S SECURITY** - The cash, cashier's or certified check, or bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the City for the performance of the work if the contract is awarded to the bidder.

**CITY** - The City of Beverly Hills, California.

**CITY ATTORNEY** - The City Attorney of the City.

**CITY CLERK** - The City Clerk of the City.

**CITY ENGINEER** - The City Engineer of the City

**CITY COUNCIL** - The Council of the City of Beverly Hills.

**CODE** - The terms Business and Professions Code, Civil Code, Government Code, Labor Code, and Streets and Highways Code refer to codes of the State of California.



**CONTRACT DOCUMENTS** - The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include the notice to bidders, proposal, plans, specifications, these Standard Contractual Requirements, and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner.

**CONTRACTOR** - The person or persons, firm, partnership, corporation, or combination thereof, who have entered into a contract with the City, as party or parties of the second part.

**INSPECTOR** - The Inspector of the Department of Public Works of the City, authorized by the City Engineer to represent him in the field during the performance of the work.

**NOTICE TO BIDDERS** - The public advertisement through which the City invites bids for the performance of specific work.

**PLANS** - The official project drawings and Standard Drawings, profiles, cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the City Engineer, which show the location, character, dimensions, and details of the work to be performed.

**PROJECT DRAWINGS** - The project drawings are specific details and dimensions to the work and are supplemented by the Standard Drawings insofar as the same may apply.

**PROPOSAL OR BID** - The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

**PROPOSAL FORM** - The form furnished to prospective bidders by the City, for use by the bidder in preparing and submitting a bid.

**PUBLIC UTILITIES** - Railroad tracks, overhead or underground wires, pipe lines, conduit, ducts or structures owned, operated or maintained along or across a public right of way, including such installations owned by the Water Department, the Fire Department or the Police Department of the City, but excluding sewers, storm drains, street lighting systems and traffic signal systems owned by the City and operated or maintained by the Department of Public Works.

**PUBLIC WORKS DIRECTOR** - The Public Works Director of the City.

**REFERENCE SPECIFICATIONS** - Bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to on the plans or in the specifications, copies of which are on file in the office of the City Engineer.

**ROADWAY** - That portion of a street or alley reserved for vehicular use.

**SPECIFICATIONS** - The project specifications prepared for the proposed work, and specifications included therein by reference, including standard specifications of other agencies, and any other specifications contained or referred to in supplemental agreements between the Contractor and the City.

**STANDARD DRAWINGS** - Plans of structures or devices adopted for work in the City and referred to on the plans or in the specifications by title or index number, or standard drawings or plans of other agencies which are referred to on the plans or in the specifications.

**STATE** - The State of California.

**STREET SUPERINTENDENT** - The City Engineer who has been authorized by the City Council to act in the capacity of Street Superintendent in the course of improvements carried under the proceedings of the Improvement Act of 1911, as amended, now a part of the Streets and Highways Code, as amended.

**SUBCONTRACTOR** - The person or persons, firm, partnership, corporation or combination thereof, who have entered into a contract with the Contractor to perform part of the work.

**SUBGRADE** - The surface to be used as a base for the pavement, gutter sidewalk, conduit, pipe, or structure proposed to be installed.

**SURETY** - Any individual, firm or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the work, and for the satisfaction of all obligations incurred.

**WORK, PROJECT OR IMPROVEMENT** - All the work specified, indicated, shown or contemplated in the contract to construct the improvement including all alterations, amendments, or extensions thereto made by change order or other written orders of the City Engineer.

The meaning of any other word not mentioned herein shall be clarified by the City Engineer at the request of the Contractor, who shall accept the furnished interpretation as representing the true meaning of such word.

**1-03 ABBREVIATIONS** - Following is a list of the most common abbreviations and symbols used on the plans and in the specifications.

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

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

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

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

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

The meaning of any other symbol or abbreviation not shown on the preceding list and not clarified in the plans, specifications, or contract, shall be interpreted by the City Engineer at the request of the Contractor, who shall accept such interpretation as representing the true meaning thereof.

REV 10-30-80  
REV 10-12-88  
REV 07-17-90  
REV 03-13-91  
REV 04-22-03

## **PART 2**

### **PROPOSAL REQUIREMENTS**

**2-01 PROPOSAL FORMS** - All bids must be submitted on the proposal form attached to the specifications for a given project, and shall be delivered at the office of the City Clerk of Beverly Hills, located at 455 North Rexford Drive, Beverly Hills, California 90210.

All proposals must give the prices bid, both in written words and in figures, and must be signed by the bidder, who must state his/her address. If the proposal is made by an individual, his/her name, post office address, and telephone number must be given. If made by a firm or partnership, the proposal must show the name, post office address, and telephone number of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered, and the names, title and business addresses of the president, secretary and treasurer.

**2-02 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES** - Proposals may be rejected by the City Council if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The City reserves the right to reject any or all bids, and to waive any informality or irregularity in any bid.

**2-03 BIDDER'S SECURITY** - Each bid submitted must be accompanied by cash, cashier's check, or certified check made payable to the City, or a bidder's bond in favor of the City, in the form set forth in Exhibit "A" attached hereto. Any of the foregoing types of bidder's security must be in an amount equal to at least ten percent (10%) of the total bid submitted by the bidder for the project. A bidder's bond shall be executed by a corporate surety acceptable to, and approved by, the City Attorney. A bid will not be considered unless one of the above-mentioned forms of bidder's security is enclosed with it.

**2-04 FORFEITURE OF THE BIDDER'S SECURITY** - If the successful bidder fails to execute the contract and furnish the necessary bonds and insurance within ten (10) days from the date of award of the contract, the bidder's security shall be forfeited to the City as liquidated damages.

**2-05 BONDING LETTER** - If cash, or cashier's check, or a certified check is furnished for the bid bond, a letter is required from a bonding company stating that in the event the contract is awarded to the bidder the bonding company will furnish, at the bidder's expense, the bonds required by Paragraph 2-11 hereof.

**2-06 WITHDRAWAL OF BIDS** - A bid may be withdrawn by a bidder prior to, but not after, the date and hour fixed for the opening of the bids, as said date and hour are specified in the Notice to Bidders.

**2-07 JURISDICTION OF THE CITY COUNCIL REGARDING BIDS** - All bids shall be under the jurisdiction of the City Council and subject to final acceptance or rejection until after the City Council has awarded the contract and said contract has been duly entered into with the successful bidder.

**2-08 DECISION AS TO WHICH CONTRACTOR IS THE LOWEST AND BEST BIDDER** - All bidders must submit with their proposal satisfactory evidence that they are capable of performing the work in accordance with the plans and specifications. The City Engineer may require any bidder bidding on any public improvement to submit experience records covering a three-year period. The City Council may reject the bid of any bidder who has been delinquent or unfaithful in the performance of any previous contract work. The decision of the City Council as to which bidder is considered the "lowest responsible bidder" will be based not only on the actual amount of the bid but also on the relative competence and experience of the bidders, with particular regard to the quality of performance of any work done by them for the City in the past, and such decision shall be final and binding upon all persons.

**2-09 AWARDS** - A decision with reference to the acceptance of bid and the award of a contract will be made by the City Council within sixty (60) days after the opening of bids.

**2-10 EXECUTION OF THE CONTRACT** - The contract, in the form set forth in Exhibit "C" attached hereto, shall be executed by the successful bidder, in accordance with the instructions set forth in Exhibit "B" attached hereto, and returned to the City for execution by the City, and shall be accompanied by the bonds required in Paragraph 2-11 hereof and the evidence of insurance required by Paragraph 3-12 hereof, all within ten (10) days after the bidder has received notice of the award of the contract. No bid or proposal shall be considered binding upon the City until such time as it has been executed by the City. The failure of the successful bidder to execute the contract and to submit acceptable bonds and evidence of insurance as, and within the time, required shall be cause for the annulment of the award and the forfeiture of the bidder's security.

**2-11 CONTRACT BONDS** - The successful bidder shall furnish to the City, at his own expense, two surety bonds. One bond shall be in the amount of three hundred three hundred fifty thousand dollars, in the form set forth in Exhibit "D" attached hereto, to guarantee faithful performance of the contract work. The "Performance Bond" shall guarantee that all materials and workmanship will be free from original or developed defects. The "Performance Bond" must remain in effect until the end of all warranty periods set forth in the contract.

All work shall be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of one (1) year from the date the work was accepted. The Contractor shall replace or repair any such defective work in a manner satisfactory to the City Engineer, after notice to do so from the City Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's sureties shall be liable for the cost thereof.

The other bond, in an amount not less than One Hundred percent (100%) of the contract price in the form set forth in Exhibit "E" attached hereto, shall be furnished as required by Section 2-4 of the latest edition of the "Standard Specifications for Public Works Construction", adopted by a Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and Southern California District of the Associated General Contractors of California.

Each bond shall be executed in accordance with the instructions set forth in Exhibit "E" attached hereto, and each bond shall be executed by a corporate surety acceptable to, and approved by, the City Attorney.

**2-12 RETURN OF BIDDER'S SECURITY** - If cash, or cashier's check, or certified check is furnished as bidder's security, the City Clerk will return the bidder's security (excepting anyone subject to forfeiture) upon the occurrence of either of the following: the decision of the Council not to award a contract, or the compliance by a successful bidder with Paragraph 2-10 hereof.

**2-13 EXAMINATION OF THE SITE OF THE WORK, PLANS AND SPECIFICATIONS** - Before submitting their bids, all bidders are required to examine carefully the site of the project and the proposal, plans, specifications, and contract forms for the work contemplated, and it will be assumed that all bidders have investigated and are satisfied with the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished, as well as to the requirements of the plans, specifications, and the contract. Quantities and dimensions, as shown on the plans, specifications, and proposal form, shall be considered as being only approximate and merely intended to assist the bidders in checking their own figures as ascertained at the site of the proposed work. The submission of a proposal shall constitute a representation and warranty by the bidder that the bidder has made such an examination.

**2-14 COMPLIANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE** - All contractors shall conform with the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

**2-15 REJECTION OF BIDS** - Proposals may be rejected by the City Council, whereupon evidence of prior performance of the bidder, the City Council has made a finding that within a three-year period prior to the bid opening the bidder is not a responsible contractor because of past unsatisfactory performance with the City or with other public entities.



**2-16 COMPLIANCE WITH PROVISIONS OF THE FEDERAL EQUAL EMPLOYMENT OPPORTUNITY BID CONDITIONS** - All bidders to be eligible for the federally-assisted or non-exempt federal construction contracts in the area of jurisdiction of the Los Angeles Building and Construction Trades Council must comply with the provisions of the greater Los Angeles Plan or the affirmative action program, both of which are set forth in the Federal Equal Employment Opportunity Bid Conditions incorporated by reference herein and attached hereto as Exhibit "H" pursuant to the U.S. Department of Labor Orders dated September 23, 1971.

**NOTE:** Exhibit "H" will not be attached hereto for projects which are not financed with federal funds.

**2-17 INTERPRETATION OF CONTRACT DOCUMENTS** - No oral interpretations will be made to any bidder as to the meaning of the contract documents. Should a prospective bidder discover discrepancies or omissions in the contract documents or should a bidder be in doubt as to the meaning of the contract documents, the bidder shall request clarification or modification from the City. Request for an interpretation shall be made in writing and delivered to the City at least 10 days (240 hours) before the time announced for opening the proposals. Interpretations by the City will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All such addenda shall become part of the contract. The submission of a proposal by the bidder shall constitute the acknowledgment that if awarded the contract, the bidder has carefully reviewed the contract documents, based a bid solely on these documents, found them free of any ambiguity and sufficient for bid purposes, and has not relied on any explanations or interpretations from any other source except as provided for herein.

REV 10-30-80  
REV 10-12-88  
REV 08-19-91  
REV 11-22-95  
REV 05-01-03

## PART 3

### LEGAL RELATIONS AND RESPONSIBILITY TO THE CITY

**3-01 LAWS TO BE OBSERVED** - The Contractor shall be knowledgeable of all existing and pending State and national laws and all municipal ordinances and regulations of the City, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall particularly observe all ordinances of the City in relation to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

**3-02 SOCIAL SECURITY REQUIREMENTS** - The Contractor shall furnish to the City satisfactory evidence that he/she and all subcontractors are complying with all requirements of the Federal and State Social Security legislation. The Contractor, at any time on request, shall satisfy the City that the Social Security and Withholding Tax are being properly reported and paid.

**3-03 PREVAILING WAGES** - In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the work to be done under contract for public improvement. The Contractor will be required to pay to all employees on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1."

A copy of said documents is on file and may be inspected in the office of the City Engineer in Room G10 of the Beverly Hills City Hall located at 455 North Rexford Drive, Beverly Hills, California 90210.

**3-04 PENALTIES** - The Contractor shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to the City, the sum of twenty-five (\$25.00) dollars for each calendar day or portion thereof during which the Contractor or any subcontractor has paid to any worker employed in the project an amount less than that required by the provisions of the preceding Paragraph 3-03.

**3-05 PAYROLL RECORDS** - The Contractor's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which imposes responsibility upon the Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by the Contractor or by the subcontractors in connection with the project. The Contractor shall agree through the Contract to comply with this section and the remaining provisions of the Labor Code.

**3-06 WORKING HOURS** - The Contractor shall forfeit, as penalty to the City, the sum of twenty-five (\$25.00) dollars for each worker employed in the execution of the

contract by the Contractor or subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code (Section 1810 et seq.).

**3-07 APPRENTICES** - Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor. The Contractor and all subcontractors shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

**3-08 COLLUSION IN BIDDING** - Any collusion between bidders bidding on the work and limiting free competition in bidding, shall be considered unlawful and may prevent a Contractor who has been a party thereto from receiving payment under the contract.

**3-09 REGISTRATION OF CONTRACTORS** - Only a Contractor licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code shall be permitted to enter into a contract with the City for any public improvement.

**3-10 PERMITS AND LICENSES** - The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

**3-11 PATENTS** - The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices, or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the City, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

**3-12 INDEMNITY** - The Contractor agrees to defend, indemnify, and save harmless the City and each of its officers, agents, and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature, including, but not limited to, any and all direct and indirect cost of defense (including attorney fees and court costs), made against, or incurred or suffered by, any such indemnity as a direct or indirect consequence of entering into this contract or of injury, sickness, or disease, including death, to persons or injury to, or destruction of, property, including, but not limited to, the loss of use of property, resulting directly or indirectly from, or in any manner connected with or pertaining to any and all operations, and any and all activities, omissions and conditions in any manner connected therewith or pertaining thereto, of the Contractor under the contract.

**3-13 INSURANCE AND WORKER'S COMPENSATION** - Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance, together with an endorsement in substantially the form set forth in Exhibit "F", attached hereto, shall be of the type, in the amounts and subject to the provisions described below.

(1) Commercial general liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) Business automobile liability insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

(3) Workers Compensation Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 per accident in substantially the form set forth in Exhibit "G", attached hereto.

(4) Evidence of Coverage:

(a) Prior to commencement of work under this contract, or within 10 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys

owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+; VII, or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 45 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employees of the City as additional insured with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes the Contractor.

**3-14 DISPUTE RESOLUTION MEETINGS** - In the event of any damage or injury caused by Contractor or its subcontractors in the performance of the Agreement, the contractor shall attend dispute resolution meetings with the City and interested parties as required by City.

REV. 4-22-03

**4-04 AGENTS OR FOREMAN** - In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, the Contractor must provide and leave at the site a competent and reliable agent or foreperson in charge. All notices, communications, orders, or instructions given, sent to, or served upon, such agent or foreperson by the City Engineer shall be considered as having been served upon the Contractor.

**4-05 TEMPORARY STOPPAGE OF CONSTRUCTION ACTIVITIES** - The City Engineer shall have the authority to suspend the contract work wholly or in part, for such a period of time as he may deem necessary, due to unsuitable weather, or to such other conditions as he considers unfavorable for the proper prosecution of the work, or for such time as he may deem necessary due to failure on the part of the Contractor to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the City Engineer and shall not resume operations until so ordered in writing.

**4-06 TIME OF COMPLETION AND LIQUIDATED DAMAGES** - If all the contract work is not completed in all parts and requirements within the time specified in the proposal form, the City shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the City. The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors or subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually or severe weather, or delays of subcontractors due to such causes, provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay, and the findings thereon shall be final and conclusive.

**4-07 SUSPENSION OF CONTRACT** - If at any time, in the opinion of the City Council, the Contractor fails to supply an adequate working force, manufactured articles, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract within the time specified in said notice and as directed by the City Engineer, City Council shall have the power to suspend the operation of the contract and discontinue all work or any part thereof. Thereupon, the Contractor shall discontinue such work, or such part thereof as the City may designate, and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor, and for such completion the City itself or its contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expense charged under this paragraph shall be deducted and paid for by the City out of any monies then due or to become due the Contractor

## PART 4

### PROSECUTION AND PROGRESS OF THE WORK

**4-01 WORK SCHEDULE** - As soon as notified of the award of the contract, the Contractor shall prepare and submit to the City Engineer a work schedule for accomplishing the work. Said schedule must show the dates of the expected start and completion of the various items of the contract work. During a scheduling conference between the Contractor and the City Engineer, the work schedule will be discussed and modified, if necessary, by mutual agreement. The work schedule must be carefully conceived and adhered to, because it will be the basis for the contents of letters addressed to owners of property adjoining the work area, giving them an understanding of the dates on which their street will be under construction and that they may be prevented from using their driveways during the Contractor's operations. Should it become necessary for the City to delay temporarily the work schedule agreed upon during the scheduling conference, every effort will be made to permit a new work schedule at the time most convenient to the Contractor, thus permitting the project to proceed with the shortest intramural movement of equipment. The Contractor shall notify the City Engineer in all such cases, in order to arrive at a mutually satisfactory schedule.

**4-02 SUBLETTING AND ASSIGNMENT** - The Contractor shall give personal attention to the fulfillment of the contract and shall be in control of the work. The Contractor shall not assign, transfer nor sublet any part of the work without the written consent of the City by the City Engineer and of the Surety of the Contractor's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with the City Engineer. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of liability under the contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the Contractor, their work being subject to the provisions of the contract and the specifications. Should any subcontractor fail to perform work to the satisfaction of the City Engineer, said subcontractor shall be removed immediately from the project upon request by the City Engineer and shall not again be employed on the work, and the Contractor shall be held liable for the deficient work.

The Contractor shall submit to the City a list with the names, addresses, and telephone numbers of all subcontractors, as a part of, and in addition to the requirements set forth in Paragraph 2-14 hereof.

**4-03 CHARACTER OF WORKMAN** - The Contractor shall employ none but competent foremen, laborers, and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome, or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be discharged immediately and such person shall not again be employed on the work.

under the contract, or any part thereof, and in such accounting the City shall not be held to obtain the lowest figure for the work for completing the contract, or any part thereof, or for insuring its proper completion, but all sums paid therefor shall be charged to the Contractor. In case the expenses so charged are less than a sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the amount payable under the contract, then the Contractor shall pay the amount of the excess to the City, upon completion of the work, without further demand being made therefor. In the determination of the question as to whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.



## PART 5

### CONTROL OF THE WORK

**5-01 AUTHORITY OF THE CITY ENGINEER** - The City Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed, as to the manner of performance and rate of progress of the work, and any and all questions which may arise as to the interpretation of the plans and specifications. The City Engineer shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensations. The decision of the City Engineer shall be final and he shall have relative authority to enforce and make effective such decisions and actions as the Contractor fails to carry out promptly.

**5-02 CONFORMITY WITH PLANS AND ALLOWABLE VARIATION** - Finished surfaces shall in all cases conform with the lines, grades, cross-sections and dimensions shown on the plans. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the City Engineer and authorized in writing.

**5-03 PROGRESS OF THE WORK** - The Contractor shall begin work on the date agreed upon following the scheduling conference mentioned in Paragraph 4-01 hereof, and shall diligently prosecute the same to completion before the expiration of the time limit appearing in the specifications and in the proposal form.

**5-04 SAMPLES** - The Contractor shall furnish all products and materials required to complete the work. All materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the City Engineer for test, and free of charge, samples of any one of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the City designated by the City Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site.

**5-05 TRADE NAMES AND ALTERNATIVES** - For convenience in designation on the plans or in the specifications, certain equipment or articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative equipment or an article or equipment which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the City Engineer, in accordance with the following requirements.

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor and he shall furnish, at his own expense, all information necessary or related thereto as required by the City Engineer. The City Engineer shall be the sole judge as to the comparative quality and

suitability of alternative equipment or articles or materials and his decision shall be final. All requests for substitution shall be submitted seven (7) days in advance of bid opening to permit, if the request is approved, an addendum to be issued to all bidders.

**5-06 PROTECTION OF THE WORK** - The Contractor shall continuously maintain adequate protection of all work from damage, and the City will not be held responsible for the care or protection of any material, equipment, or parts of work, except as expressly provided for in the specifications.

**5-07 ACCESS TO RESIDENTS DRIVEWAYS** - The Contractor shall notify residents of property adjoining the location of the work, sufficiently in advance of construction, as of the date when such construction work will start. In case of work requiring excavation of the roadway which may interfere with the use by residents of their driveways, suitable provisions shall be made by the Contractor to make it possible for residents to gain access to their driveways until such time as the exigencies of construction may demand a temporary blocking of said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents of this need well in advance, thus allowing them to make suitable arrangements to keep their automobiles elsewhere.

**5-08 CONFLICT OF TERMS** - The notice to bidders, proposal, plans, specifications, and Standard Contractual Requirements are essential parts of the contract for a given project. These documents, together with the necessary bonds and bidder's guarantee, constitute the contract as defined herein and a requirement included in one document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over the plans, and change orders and supplemental agreements shall govern over any other contract document.

Special specifications of other agencies, engineering societies or industrial associations and Standard Drawings of the City or of other agencies referred to in the specifications or on the plans shall also be considered as essential parts of the contract. Where a given specification is incorporated by reference, said reference shall apply to the latest modification, unless otherwise shown on the plans or in the specifications. Whenever an object, thing, or work of any kind is indicated only on either the plans or in the specifications, it shall be deemed that the intent was to show said item in both places, and the work shall be done in the place where it is shown. In case of doubt about the meaning of any contracting clause the interpretation shall be made by the City Engineer and shall be so accepted by the Contractor.

**5-09 INTERPRETATION OF PLANS AND SPECIFICATIONS** - Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the plans or in the specifications, the Contractor shall request the City Engineer for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true

meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

**5-10 ALTERATIONS, INCREASES AND DECREASES OF WORK TO BE DONE**

- The City reserves the right to increase or decrease the quantity of any item or portion of the work described on the plans, the specifications, or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City Engineer and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. By mutual consent of the parties signatory to the contract, alterations, modifications or deviations from the type of work described on the plans, specifications, or on the proposal form, may be made without in any way making the contract void. The price to be paid by the City to the Contractor for such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to said contract.

Whenever, during the progress of the work, such changes or modifications are deemed necessary by the City Engineer and agreed upon, as aforesaid, said deviations shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

**5-11 CHANGE ORDERS** - If for any reason it may become desirable during the course of the Work to change the alignment, dimensions or design of the Work, the City reserves the right to issue change orders in writing to give effect to such changes as may be necessary or desirable. The changes may or may not result in a change in the amount of Work. When the Contractor considers that any change order in writing by the City involves extra work, the Contractor shall immediately notify the City in writing as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed as extra work was performed. If the changes do, in the opinion of the City, change the amount of Work, the Contract Price shall be adjusted as "extra work", pursuant to Section 6-01.

New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the proposal form. The Contractor shall not do any extra work except upon written order from the City Engineer. Compensation for such extra work shall be previously agreed upon in writing between the Contractor and the City Engineer.

**5-12 LINES AND GRADES** - Except when, as per orders from the City Engineer, minor changes in the work are to be made by the Contractor, all work shall, during its progress and upon completion, conform to the lines, grades and elevations shown on the plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line, and in case any

such discrepancy exists, it must be reported to the City Engineer. Failure to make this report shall make the Contractor responsible for any error in the finished work.

**5-13 GRADE STAKES** - The Contractor shall give at least twenty-four (24) hours notice in writing prior to requiring the services of the City Engineer for laying out any portion of the work, and shall dig all holes necessary for line and grade stakes. The Contractor shall preserve all stakes set for the lines, grades or measurements of the work in their proper place until authorized to remove them by the City Engineer. Any expense incurred in replacing said stakes as the Contractor may have failed to preserve shall be borne by the Contractor.

**5-14 PROTECTION OF SURVEY MONUMENT** - All survey monuments existing along the portions of any street where work is to be done shall be carefully protected and preserved by the Contractor. Any displacement or damage to said monuments resulting from carelessness in spotting their location during the progress of the work or from negligent use of equipment in their vicinity shall be corrected by the Contractor at the Contractor's expense.

**5-15 PUBLIC UTILITIES** - In case it should be necessary to remove the property of a public utility or franchise, such owner will, upon proper application by the Contractor, be notified by the City Engineer to move such property within a reasonable time and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or franchises to enter upon the streets for the purpose of making repairs or changes in their property which may be necessary as a result of the work. Employees of the City shall likewise have the privilege of entering upon the streets for the purpose of making any necessary repairs or replacements.

**5-16 UNIDENTIFIED EXISTING UTILITIES** - The City shall be responsible for the timely removal, relocation or protection of existing main or trunk line utility facilities located on the site, if such utilities are not identified by the City in the plans and specifications made a part of the invitation for bids. The Contractor will be compensated by the City for the costs of locating repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications, with reasonable accuracy, and for equipment on the project necessarily idled during such work.

The Contractor shall not be assessed for liquidated damages for delay in completion of the project, when such delay was caused by failure of the City or owner of the utility to provide for removal or location of such utility facilities. This shall not be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the side of the construction; provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications. If the Contractor performing services required under the contract discovers utility facilities not identified by the City in the contract plan and specifications, the Contractor shall

immediately notify the City and the utility in writing. The City, if it is the owner of the public utility shall have the sole discretion to perform repairs or relocation work or permit the contractor to do such repairs or relocation at a reasonable price.

**5-17 REMOVAL OF INTERFERING OBSTRUCTIONS** -The Contractor shall remove and dispose of all debris, abandoned structures, tree roots, and obstructions of any character met during the process of excavation, it being understood that the cost of said removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing work.

**5-18 PROCEDURE IN CASE OF DAMAGE TO ADJOINING WORK** - Any portions of adjoining curb, gutter, sidewalk or any other City improvements damaged by the Contractor during the course of construction shall be replaced by the Contractor at the Contractor's expense, free of all charges to the City. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the proposal form and specifications, and found necessary during the process of construction, (but not due to damage resulting from carelessness on the part of the Contractor during operations), shall be paid to the Contractor at the unit prices submitted in the bid.

**5-19 AVOIDANCE OF PATCHWORK APPEARANCE** - New PCC work shall conform in grade, finish and color to the adjoining portions. Any sections of said work having a patchwork appearance will be rejected by the City Engineer and the Contractor shall replace them at the Contractor's expense. To insure a neat break line between existing and new portions of PCC work, the Contractor will be required to use a concrete cutting saw of a type approved by the City Engineer. The cost of saw cutting shall be included by the Contractor in the unit prices bid for removal of existing work. Likewise, whenever adjoining PCC work is damaged during the process of new construction, the damaged portions shall be removed in such a way that a neat, straight joint is provided between the new portions and existing work.

**5-20 CARE OF GUTTERS ADJACENT TO AREAS TO BE PAVED** - During the process of resurfacing the roadways or construction of new pavement, the Contractor shall exercise particular care to remove all excess resurfacing material which may be deposited upon the PCC gutters. Whenever specifications call for the resurfacing material to overlap the existing gutters the overlapping portions shall not exceed the dimensions shown on the plans and a wavy overlapping line shall be avoided. Any undulation of the overlapping line accidentally resulting from the application of the paving or resurfacing material shall be corrected by the Contractor before the work is accepted by the City Engineer.

**5-21 DEPTH OF THE REQUIRED EXCAVATION** - When the contract work requires excavation and removal of existing pavement and excess of underlying soil, these materials shall be removed to the depth shown on the plans. Whenever the subgrade exposed after the removal of the excess underlying soil is found to be of the desirable kind, excavation need not proceed below the depth specified on the plans. However, if the excavation discloses the fact that there is mud or any other soft material

in the subgrade, said material shall be removed to a minimum depth of six inches (6"), at the discretion of the City Engineer. Backfill of the additional excavated portions shall be made with select material removed from other portions of the work, provided said material is found suitable by the City Engineer. The volume in place of the additional soil excavation will be determined by the field representatives of the City Engineer, and the Contractor will be entitled in this case to extra payment based on the additional number of cubic yards excavated, at the unit price bid under the item for excavation in the proposal form. Should imported material be required for the backfill, the unit cost per cubic yard of said imported material shall be agreed in advance, in writing, between the Contractor and the City Engineer, and extra payment for said material will be made to the Contractor for the actual volume used, as verified in the field by representatives of the City Engineer.

**5-22 SEQUENCE OF THE WORK OF EXCAVATION** - Whenever the contract work calls for excavation of existing pavement and excess soil and for construction of base material, the process of excavation shall be conducted by the Contractor so that, at the end of any working day, the area where excavation is proceeding shall not be more than 300 feet in advance of the area where the untreated rock base over sections already excavated is being laid, unless otherwise indicated in the specifications.

**5-23 AVOIDANCE OF DUST NUISANCE** - During the process of breaking, excavating and removing any material from the site of the project and until completion of the work, the Contractor shall take every precaution to avoid the nuisance of unnecessary dust by using any measures advocated by the City Engineer.

**5-24 MAINTENANCE OF TRAFFIC AND SAFETY REQUIREMENT** - Any Contractor performing work in a street right-of-way shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic and safety, and shall take all necessary measures to maintain an adequate traffic flow, to prevent accidents and to protect the site of the work. During construction the Contractor shall, as far as practicable, keep the project free of rubbish and debris and in as clean a condition as possible.

A suitable width of any intersecting street shall be kept in reasonably good condition for traffic, including the necessary provisions for proper drainage. Should the requirements of construction demand closing the full width of an intersection, such closing shall be allowed only after the Contractor has secured permission from the City Engineer and the duration of the closing must be for the minimum length of time possible. After said permission is granted, the Contractor shall make the necessary arrangements to provide temporary crossings, or to reroute traffic away from said intersection and provide and maintain barriers, guards, directional signs, watchpersons, and lights at all detour points, in order to give adequate warning to the public at all times that the streets are under construction and of the dangerous conditions as a result thereof. The Contractor shall also erect and maintain such additional warning and directional signs as may be furnished by the City.

**5-25 BARRIERS, LIGHTS, ETC.** - The above-mentioned barriers, safety lights, warning and regulatory signs, guards, temporary crossovers, and watchpersons shall also be provided and maintained by the Contractor at the Contractor's expense over all portions of the work during construction and until completion. Provisions shall be made by the Contractor to insure operation of the safety lights throughout the evenings without interruption. No safety lights using the inflammable liquids shall be permitted during the progress of the work, and only electric battery operated safety lamps will be approved for this purpose.

**5-26 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK** - It is the intent of the specifications that only first class work, materials, and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the City Engineer, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the City Engineer made under the provisions of this paragraph, the City Engineer shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor. If the work is found to be in compliance with these specifications, the City Engineer will furnish the Contractor with a certificate to that effect.

**5-27 SUPERVISION** - All manufactured products, materials, and appliances used and installed and all details of the work done shall at all times be subject to the supervision, test, and approval of the City Engineer or his authorized representatives. The City Engineer or his authorized representatives shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

**5-28 INSPECTORS** - The Contractor shall prosecute work only in the presence of Inspectors appointed by the City Engineer and any work done in the absence of said Inspectors will be subject to rejection. All instructions given to the Contractor by such assistants shall be regarded as having been given directly by the City Engineer. The Contractor shall make a written application for an Inspector at least twenty-four (24) hours before his services are required on the work. Whenever the cost of an improvement or the cost of any portion thereof is defrayed from the Gas Tax Funds allocated to the City by the County of Los Angeles, or by the State of California, Inspectors appointed by the State or County shall likewise be given full access to the site of the work in order that they may perform their inspection duties efficiently and without interference. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials rejected, notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked by the Inspectors and accepted or estimated for payment.

**5-29 FINAL CLEANING UP** - Upon completion of the project and before making application to the City Engineer for acceptance of the work, the Contractor shall clean all the streets and grounds occupied by him in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat presentable condition.

**5-30 LOSS OR DAMAGE** - Any loss or damage arising from any omission or act of the Contractor or any agent or person employed by him or by any action which had not been authorized in the provisions of the specifications, shall be sustained by the Contractor.



## PART 6

### MEASUREMENT AND PAYMENT

**6-01 EXTRA WORK** - Extra work as hereinbefore defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon between the Contractor and prepared by the City Engineer. All extra work shall be adjusted daily upon report sheets prepared by the City Engineer, furnished to the Contractor, and signed by both parties, and said daily reports shall be considered thereafter the true record of extra work done.

**6-02 PAYMENTS** - Monthly payments will be made to the Contractor in amounts equal to ninety percent (90%) of the value of all work done during the preceding calendar month, calculated at the unit price bid by the Contractor for the work and on the basis of the percentage of work performed, as estimated by the representative of the City Engineer, it being understood that the sums thus figured to be due the Contractor will become payable thirty (30) days after the approval and acceptance of said estimate by the City Engineer. The Contractor shall submit an invoice for all payments requested. No such estimate of work done or payment to be made shall be required when, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the contract, or when the total value of the work done since the beginning of the project or since the preceding monthly payment is estimated to amount to less than three hundred (\$300.00) dollars.

After completion of the project, the City Engineer will make a final inspection of its site and, if the work is found satisfactory, he will recommend the official approval of the contract work. The City Engineer will also make a final estimate of the actual amount of work done on each item appearing on the proposal form, including extra work, if any, and of the value of such work, and the City will pay the entire sum so found to be due after deducting therefrom all previous payments and ten percent (10%) to be retained. All previous partial estimates shall be subject to correction in the final estimate and payment. The ten percent (10%) retained shall not be due and payable until the Notice of Completion of the project has been filed by the City Clerk with the Los Angeles County Recorder and until after the expiration of thirty-five (35) days after the date of the official approval of the work by the City Council.

In accordance with Government Code Section 4590, the Contractor will be paid the amount of any funds retained by the City, if the Contractor so requests in writing, and the Contractor provides to the Director of Finance Administration a bank or savings and loan certificate of deposit or a security as described in Government Code Section 16430 in the amount equivalent to the amount withheld as determined by the Director of Finance Administration. In lieu of providing such securities to the Director of Finance Administration, the Contractor may deposit such security with a state or federally chartered bank as an escrow agent, said escrow agreement to be satisfactory to the City Attorney. The escrow shall provide that payment of the funds shall not be made to the Contractor until satisfactory completion of the contract as provided in this Section above and shall include the satisfaction of any Stop Notices filed as provided by law and the satisfaction by the Contractor assessed against the Contractor as provided for herein. Any such security shall be provided by the Contractor at the sole expense of the Contractor and the Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest therein. To cover the expenses of the City in processing any request by Contractor for payment of funds retained pursuant to this subsection, Contractor shall pay City the amount of One Hundred (\$100.00) Dollars for processing the first application for withdrawal of funds retained and the amount of Fifty (\$50.00) Dollars for each additional withdrawal of funds retained.

It shall be mutually agreed between the parties to the contract that no certificate given, with the exception of the certificate of final payment, shall be conclusive evidence of the faithful performance of the contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials.

CITY OF BEVERLY HILLS

REV 01-22-82  
REV 12-10-86  
REV 08-19-91  
REV 04-22-03

STDCREQ

BIDDER'S BOND

(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That

as Principal (herein called "Principal") and

as surety (herein called "Surety") are held and firmly bound unto the CITY OF BEVERLY HILLS, a municipal corporation of the State of California (herein called "Obligee"), in just and full sum of ten per cent (10%) of the total amount of the bid of Principal for the herein described work of improvement,

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, Principal is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice to Bidders, Proposal form, Improvement Map, Specifications, and Standard Contractual Requirements of Obligee therefor: **FTTP TELECOM DROP INSTALLATIONS FOR 3<sup>RD</sup> QUARTER 2019**

NOW, THEREFORE, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time, required by the Standard Contractual Requirements, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or the bid requirements, whether made after notice or not, shall release or otherwise affect the obligations of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by the Obligee and judgement is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL

SURETY

APPROVED AS TO FORM:

City Attorney

NOTE TO SURETY COMPANY: The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

By: \_\_\_\_\_

\_\_\_\_\_ 20\_\_\_\_.

(SURETY CO. ATTORNEY-IN-FACT)

STATE OF CALIFORNIA: COUNTY OF LOS ANGELES: SS.

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the duly authorized attorney-in-fact of the corporate surety named in the within Instrument, known to me to be authorized to execute said Instrument on behalf of said corporation, known to me to be the person whose name is subscribed to said Instrument as the attorney-in-fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as surety, and his (her) own name as attorney-in-fact and that said corporation executed the same.

WITNESS my hand and official seal \_\_\_\_\_

(Seal)

Notary Public on and for said County and State

**EXHIBIT "A"**

## INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS

1. **By an Individual.** The individual must sign the instrument, and if he is doing business under a fictitious name, the fictitious name must be set forth. **The signature must be acknowledged before a Notary public.**

2. **By a Partnership.** The name of the partnership must be set forth followed by the signature of all of the partners. **The signatures must be acknowledged before a Notary Public.** The signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership.

3. **By a Corporation.** The name of the corporation must be set forth, followed by the signatures of the President or Vice-President and Secretary or Assistant Secretary. **The signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgement:**

“STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the (President) (Vice President), and \_\_\_\_\_, known to me to be the (Secretary) (Assistant Secretary), of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my signature and seal.

(Seal) \_\_\_\_\_  
Notary Public

4. **By a Surety.** The name of the surety must be set forth, followed by an authorized signature. **The signature must be acknowledged before a Notary Public.**

5. **By an Insurance Company.** The name of the company must be set forth, followed by an authorized signature. **The signature must be acknowledged before a Notary Public.**

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2019**, by and between the CITY OF BEVERLY HILLS, a municipal corporation, hereinafter referred to as "City", and

Company  
Address  
Address

hereinafter referred to as "Contractor";

WITNESSETH

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

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

**FTTP TELECOM DROP INSTALLATIONS FOR 3<sup>RD</sup> QUARTER 2019**

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

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

4. This Contract shall not be assigned without the written permission of the City Council.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

ATTEST:

CITY OF BEVERLY HILLS,  
A municipal corporation

\_\_\_\_\_  
LOURDES SY-RODRIGUEZ, Assistant City Clerk

\_\_\_\_\_  
Julian Gold, MD, Mayor

APPROVED AS TO CONTENT:

CONTRACTOR:

\_\_\_\_\_  
MAHDI ALUZRI, City Manager

\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL, Risk Manager

\_\_\_\_\_  
DAVID SCHIRMER, Chief Information Officer

\_\_\_\_\_  
SHANA EPSTEIN, Director of Public Works

APPROVED AS TO FORM:

FUNDS AVAILABLE:

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

\_\_\_\_\_  
TATIANA SZERWINSKI, Assistant Director of  
Administrative Services

**EXHIBIT "C"**

CONTRACTOR'S PAYMENT BOND

(Public Contract)

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

as Principal (herein called "Principal") and

as Surety (herein called "Surety") are held and firmly bound unto the CITY OF BEVERLY HILLS, a municipal corporation of the State of California (herein called "Obligee"), in just and full sum of \_\_\_\_\_ **Dollars and** \_\_\_\_\_ **Cents (\$\_\_\_\_\_.)**, lawful money of the United States of America, (said sum being equal to 100% of the estimated amount payable by the terms hereinafter described Contract) for the payment of which, well and truly to be made, we hereby bind ourselves, and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, Principal has been awarded a Contract for the following described work of improvement and is required by Obligee to give this bond in connection with the execution of the written Contract therefor: **FTTP TELECOM DROP INSTALLATIONS FOR 3<sup>RD</sup> QUARTER 2019**

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

No extension of time granted to the Principal and no change or alteration in any of the terms of the Contract or the Contract documents or the work to be performed thereunder, whether made after notice or not, shall release or otherwise affect the obligation of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

Signed and sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL

SURETY

APPROVED AS TO FORM:

City Attorney

NOTE TO SURETY COMPANY: The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

By: \_\_\_\_\_

\_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

**ATTACH APPROPRIATE JURAT**

**EXHIBIT "D"**

**CERTIFICATE OF INSURANCE**  
**(PUBLIC LIABILITY)**

This is to certify that the following endorsement is part of the policy(ies) described below:

Named Insured (Contractor) \_\_\_\_\_ Companies Affording Coverage  
A. \_\_\_\_\_

Address \_\_\_\_\_ B. \_\_\_\_\_  
C. \_\_\_\_\_

Policy Number	Company A,B,C	Coverage	Expiration Date	B.I.	Limits P.D.	Aggregate
		<input type="checkbox"/> Automobile Liability				
		<input type="checkbox"/> General Liability				
		<input type="checkbox"/> Products/Completed Operations				
		<input type="checkbox"/> Blanket Contractual				
		<input type="checkbox"/> Contractor's Protective				
		<input type="checkbox"/> Personal injury				
		<input type="checkbox"/> Other				
		<input type="checkbox"/> Excess Liability				
		<input type="checkbox"/> Workers' Compensation				

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as a joint and several assureds with respect to claims arising out of the following project: **FTTP TELECOM DROP INSTALLATIONS FOR 3<sup>RD</sup> QUARTER 2019**

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all cost and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents, or others employed by contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 45 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, condition of any contract or other document with respect to which this certification or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE \_\_\_\_\_ BY \_\_\_\_\_  
AGENCY \_\_\_\_\_ TITLE \_\_\_\_\_  
\_\_\_\_\_ ADDRESS \_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED INSURANCE  
REPRESENTATIVE

**CERTIFICATE OF INSURANCE**  
(Worker's Compensation)

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Its Authorized Representative

Approved as to form:

\_\_\_\_\_ 20 \_\_\_\_\_

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

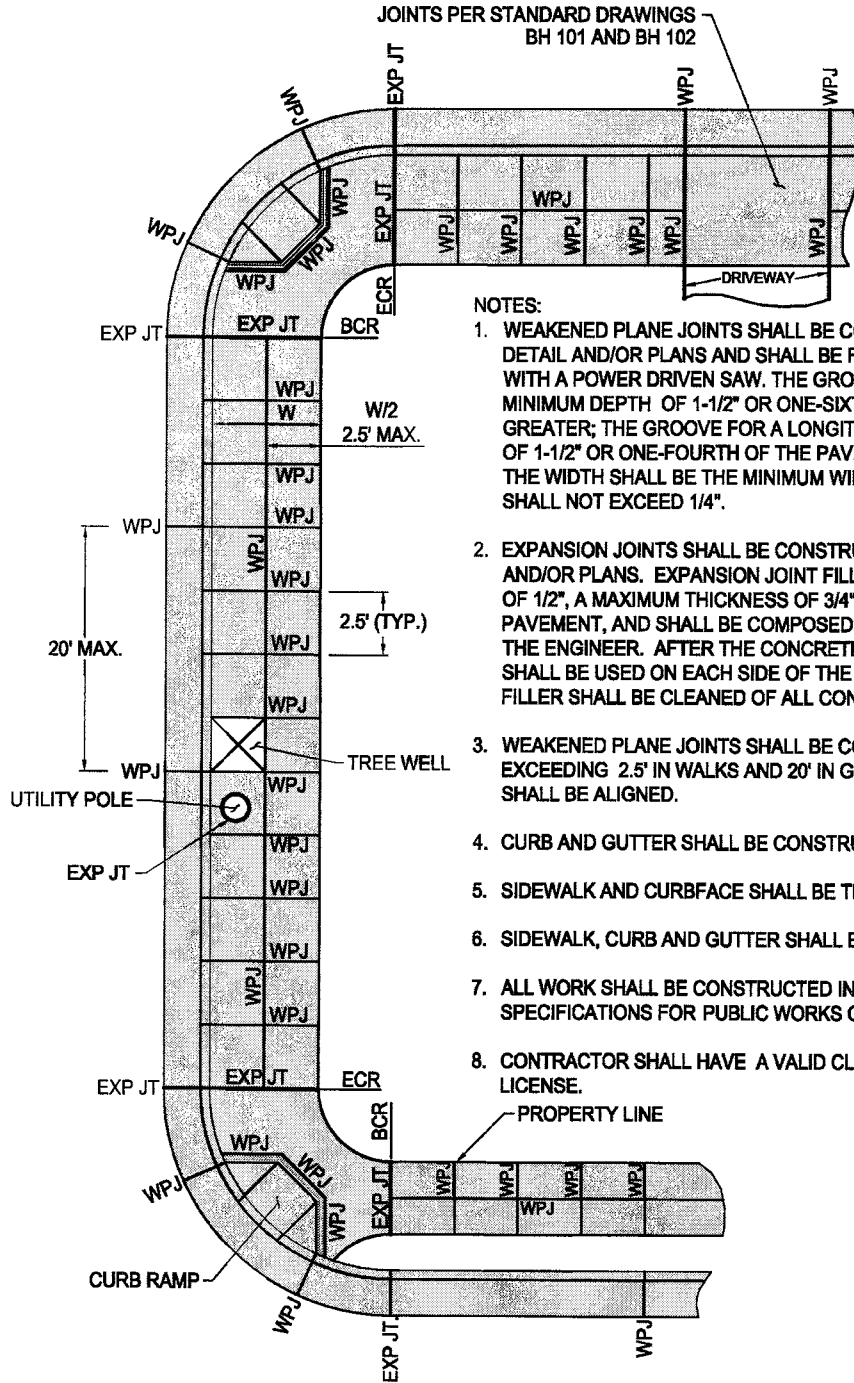
By: \_\_\_\_\_



# **APPENDIX A**

## **City of Beverly Hills Standard Drawings**

JOINTS PER STANDARD DRAWINGS  
BH 101 AND BH 102



**ABBREVIATIONS:**

- WPJ - WEAKENED PLANE JOINT
- EXP JT - EXPANSION JOINT
- BCR - BEGINNING OF CURB RETURN
- ECR - END OF CURB RETURN

**NOTES:**

1. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT LOCATIONS SHOWN ON THE DETAIL AND/OR PLANS AND SHALL BE FORMED BY CUTTING A GROOVE IN THE PAVEMENT WITH A POWER DRIVEN SAW. THE GROOVE FOR A TRANSVERSE JOINT SHALL BE CUT TO A MINIMUM DEPTH OF 1-1/2" OR ONE-SIXTH OF THE PAVEMENT THICKNESS, WHICHEVER IS GREATER; THE GROOVE FOR A LONGITUDINAL JOINT SHALL BE CUT TO A MINIMUM DEPTH OF 1-1/2" OR ONE-FOURTH OF THE PAVEMENT THICKNESS, WHICHEVER IS GREATER; AND THE WIDTH SHALL BE THE MINIMUM WIDTH POSSIBLE WITH THE SAW BEING USED, BUT SHALL NOT EXCEED 1/4".
2. EXPANSION JOINTS SHALL BE CONSTRUCTED AT LOCATIONS SHOWN ON THE DETAIL AND/OR PLANS. EXPANSION JOINT FILLER MATERIAL SHALL HAVE A MINIMUM THICKNESS OF 1/2", A MAXIMUM THICKNESS OF 3/4", A DEPTH EQUAL TO THE THICKNESS OF THE PAVEMENT, AND SHALL BE COMPOSED OF MATERIALS AS SPECIFIED OR APPROVED BY THE ENGINEER. AFTER THE CONCRETE HAS BEEN FINISHED, AN EDGER OF 1/4" RADIUS SHALL BE USED ON EACH SIDE OF THE EXPANSION JOINT FILLER. THE EXPANSION JOINT FILLER SHALL BE CLEANED OF ALL CONCRETE MORTAR.
3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 2.5' IN WALKS AND 20' IN GUTTERS. JOINTS IN CURB, GUTTER, AND WALK SHALL BE ALIGNED.
4. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.
5. SIDEWALK AND CURBFACE SHALL BE TROWELED AND LIGHT BROOM FINISHED.
6. SIDEWALK, CURB AND GUTTER SHALL BE CONSTRUCTED OF CLASS 520-C-2500 PCC.
7. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK").
8. CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C8" CALIFORNIA CONTRACTOR'S LICENSE.

# CURB AND SIDEWALK JOINTS

REVISIONS		
MARK	DATE	DESCRIPTION



**CITY OF BEVERLY HILLS, CALIFORNIA**

DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
CIVIL ENGINEERING DIVISION

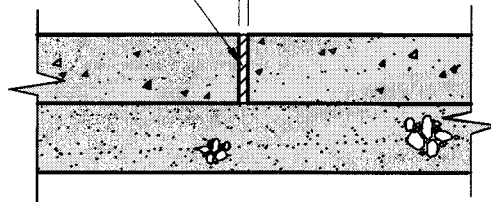
RECOMMENDED *Christina* DATE 7-30-09  
CITY ENGINEER

APPROVED *Ray* DATE 7-31-09  
PUBLIC WORKS DIRECTOR

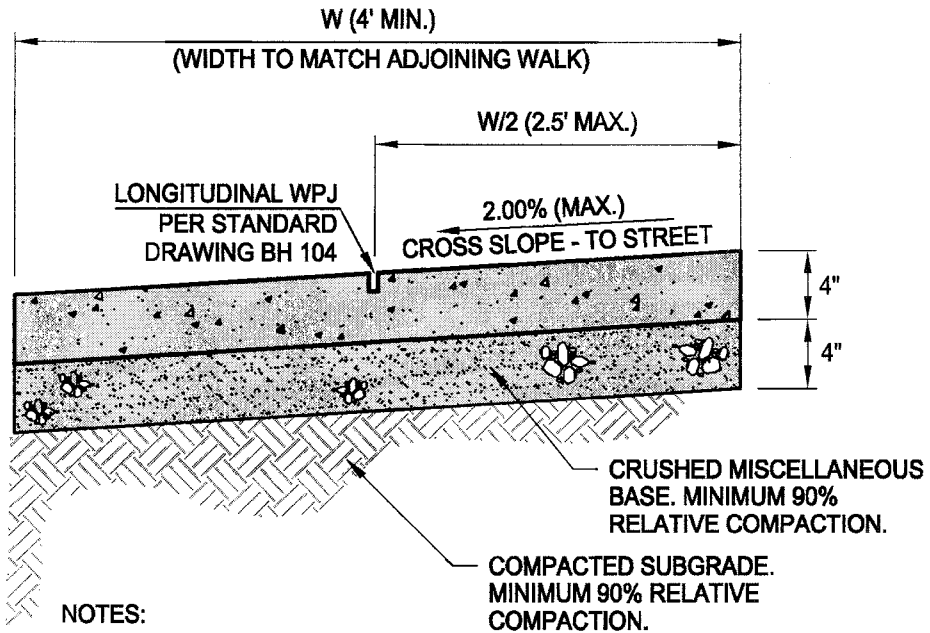
STANDARD DRAWING  
**BH 104**  
SHEET 1 OF 1

TRANSVERSE EXPANSION  
JOINT PER STANDARD  
DRAWING BH 104

1/2" MIN.  
3/4" MAX.



EXPANSION JOINT SECTION



NOTES:

1. SIDEWALK SHALL BE CONSTRUCTED OF CLASS 520-C-2500 PCC.
2. SEE BH 104 FOR JOINT LOCATION PLACEMENT.
3. CRUSHED MISCELLANEOUS BASE TO BE APPROVED BY THE CITY ENGINEER.
4. SIDEWALK SHALL BE TROWLED AND LIGHT BROOM FINISHED.
5. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK").
6. CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C8" CALIFORNIA CONTRACTOR'S LICENSE.

## STANDARD SIDEWALK SECTION

REVISIONS		
MARK	DATE	DESCRIPTION



### CITY OF BEVERLY HILLS, CALIFORNIA

DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
CIVIL ENGINEERING DIVISION

RECOMMENDED

*Clive Torin*  
CITY ENGINEER

DATE 7-30-09

APPROVED

*[Signature]*  
PUBLIC WORKS DIRECTOR

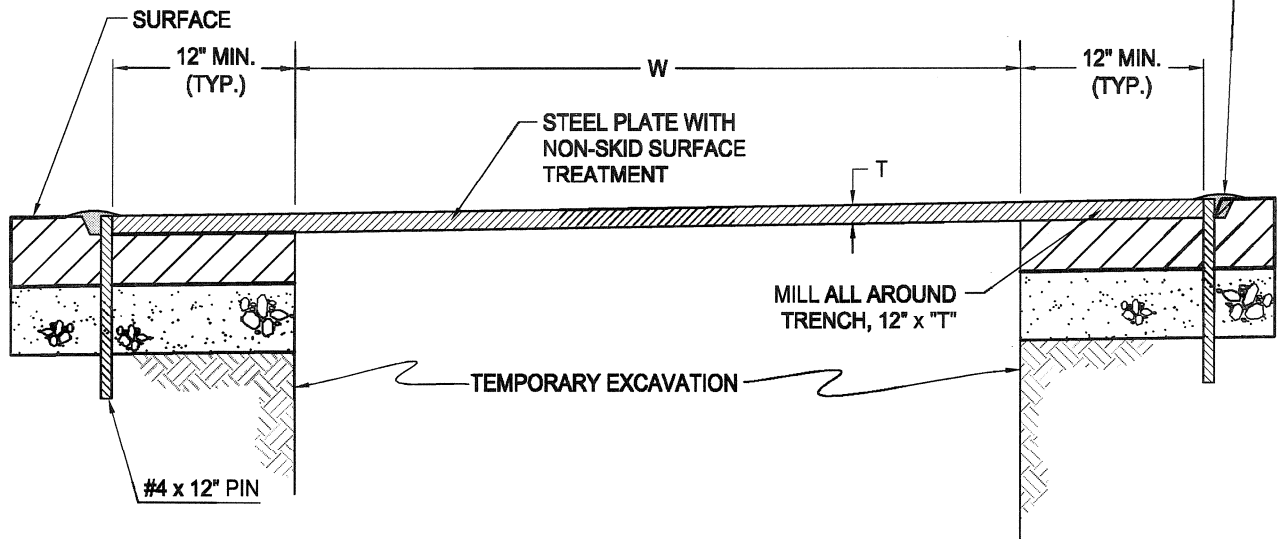
DATE 7-31-09

STANDARD DRAWING

**BH 105**

SHEET 1 OF 1

TEMPORARY PAVING OR  
COLD-MIX ASPHALT CONCRETE  
(CUTBACK) PLACED AROUND  
ALL EDGES OF PLATE AND  
ROAD SURFACE. USE WEDGES  
TO PREVENT RATTLING.




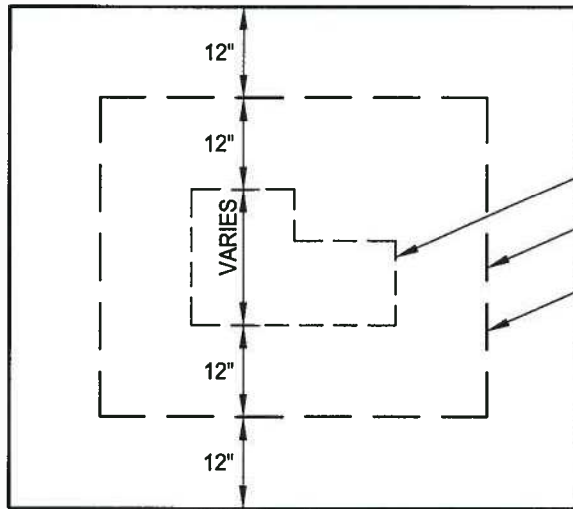
"W" TRENCH WIDTH	"T" MINIMUM STEEL PLATE THICKNESS
≤ 3' - 0"	1 INCH
> 3' - 0", UP TO 4' - 0"	1-1/4 INCH

NOTES:

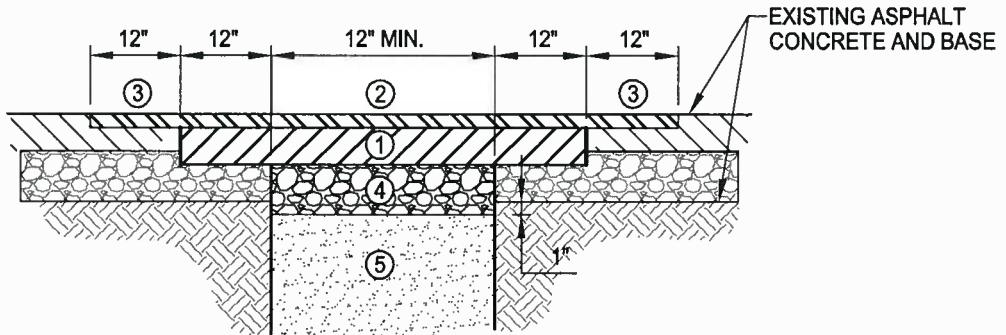
1. ALL STEEL TRENCH PLATES SHALL BE FULLY SUPPORTED AROUND THE PERIMETER TO PREVENT TIPPING.
2. TRENCHES AND EXCAVATIONS SHALL BE ADEQUATELY SHORED OR BRACED TO WITHSTAND HIGHWAY TRAFFIC LOADS.
3. WHEN TWO OR MORE PLATES ARE USED, THE PLATES SHALL BE TACK WELDED AT EACH CORNER OR AS REQUIRED BY THE CITY ENGINEER.
4. ALL TRENCH PLATES SHALL BE PINNED IN EACH CORNER WITH PINS MADE OF #4 REBAR, OR EQUIVALENT DIAMETER STEEL ROD, WITH A MINIMUM LENGTH OF 12"
5. ALL TRENCH PLATING SHALL BE DESIGNED FOR HS20-44 TRUCK LOADING.
6. FOR TRENCHES AND EXCAVATIONS WITH SPANS GREATER THAN FOUR FEET (4'), A STRUCTURAL DESIGN SHALL BE PREPARED BY A REGISTERED CIVIL OR STRUCTURAL ENGINEER AND REVIEWED BY THE CITY.
7. TRENCH PLATES SHALL BE USED WHEN TRENCH WORK CAN NOT BE COMPLETED WITHIN THE SAME WORKING DAY TO MAINTAIN ALL VEHICULAR, BICYCLE AND PEDESTRIAN TRAFFIC FLOW.
8. CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C8" CALIFORNIA CONTRACTOR'S LICENSE.

## STEEL PLATE FOR OPEN TRENCH DETAIL

REVISIONS				CITY OF BEVERLY HILLS, CALIFORNIA	
MARK	DATE	DESCRIPTION		DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION CIVIL ENGINEERING DIVISION	
				RECOMMENDED <i>[Signature]</i> CITY ENGINEER	DATE 7-30-09
				APPROVED <i>[Signature]</i> PUBLIC WORKS DIRECTOR	DATE 7-31-09
				STANDARD DRAWING	
				<b>BH 113</b>	
				SHEET 1 OF 1	



**CASE I - PLAN**



**CASE I - EXISTING SECTION: ASPHALT CONCRETE**

- ① CONSTRUCT NEW ASPHALT CONCRETE BASE COURSE, TYPE B, PG 64-10, 1" THICKER THAN THE EXISTING SECTION.
- ② CONSTRUCT NEW ASPHALT CONCRETE WEARING COURSE:

TYPES OF STREETS	DEPTH	ASPHALT CONCRETE
LOCAL RESIDENTIAL STREETS	1"	TYPE D2, PG-64-10
STREETS WITH RUBBERIZED ASPHALT	2" MIN	ARHM-GG PG-64-16
COLLECTOR/MAJOR STREETS	1-1/2"	TYPE C2, PG-64-10

① AND ②: THE TOTAL THICKNESS OF ① + ② SHALL BE 4" MINIMUM FOR LOCAL OR COLLECTOR STREETS AND 6" MINIMUM FOR MAJOR STREETS. ASPHALT CONCRETE LAYERS SHALL BE COMPACTED TO 95% OF MAXIMUM THEORETICAL SPECIFIC GRAVITY.

## PAVEMENT REPLACEMENT SECTION - CASE I

REVISIONS		
MARK	DATE	DESCRIPTION



### CITY OF BEVERLY HILLS, CALIFORNIA

DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
CIVIL ENGINEERING DIVISION

RECOMMENDED

*[Signature]*  
CITY ENGINEER

DATE 11/18/11

APPROVED

*[Signature]*  
PUBLIC WORKS DIRECTOR

DATE 11-18-11

STANDARD DRAWING


**BH 114**



SHEET 1 OF 4

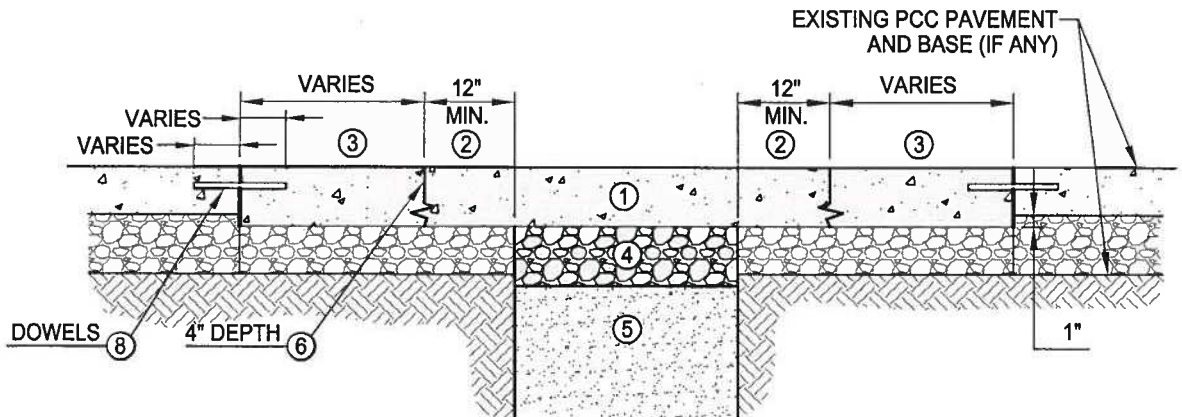
- ③ A. THE LIMITS OF THE RESTORATION SHALL BE A RECTANGULAR AREA EXTENDING A MINIMUM OF 12" BEYOND THE OUTER EDGE OF THE WIDEST PORTION OF THE T-SECTION. THE LIMITS SHALL BE SAWCUT AFTER BACKFILL OF TRENCH IS COMPLETED. THE EXISTING A.C. SHALL BE REMOVED TO A DEPTH EQUAL TO THE THICKNESS OF THE WEARING COURSE. REMOVAL BY COLD MILLING OR PNEUMATIC HAMMER IS ACCEPTABLE. IF THE REMOVALS ARE LESS THAN 5' APART OR LESS THAN 2' FROM A CONCRETE CURB, GUTTER OR CROSS GUTTER, THE RESTORATION SHALL BE CONTINUOUS BETWEEN EXCAVATIONS AND/OR THE EDGE OF THE CONCRETE.
- ④ CONSTRUCT NEW CRUSHED AGGREGATE BASE TO MATCH EXISTING THICKNESS OR 4" THICKNESS, WHICHEVER IS GREATER. COMPACT TO 95% OF RELATIVE DENSITY.
- ⑤ TRENCH BACKFILL SHALL BE EITHER:
  - A. NATIVE MATERIAL OR IMPORTED SOIL (IF NATIVE IS UNSUITABLE)
  - B. CRUSHED AGGREGATE BASE
  - C. TWO SACK CEMENT SAND SLURRY

COMPACTION TEST (USING CITY APPROVED METHOD) ARE REQUIRED UNLESS SLURRY IS USED.
- ⑥ SAWCUTTING WILL BE REQUIRED AROUND THE PERIMETER OF THE FINAL EDGE OF ALL EXCAVATIONS TO PROVIDE CLEAN, STRAIGHT, VERTICAL SIDES.
- 7. T-SECTIONS ARE 12" WIDE AS MEASURED FROM THE FINAL EDGE OF TRENCH (AFTER SLUFFING).
- 8. ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED BY RESTORATION WORK SHALL BE REPLACED.
- 9. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS ("GREENBOOK").
- 10. CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C8" CALIFORNIA CONTRACTOR'S LICENSE.

## PAVEMENT REPLACEMENT SECTION - CASE I

REVISIONS				CITY OF BEVERLY HILLS, CALIFORNIA	
MARK	DATE	DESCRIPTION		DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION CIVIL ENGINEERING DIVISION	

RECOMMENDED _____ APPROVED _____	 <small>CITY ENGINEER</small>  <small>PUBLIC WORKS DIRECTOR</small>	DATE <u>11/18/2011</u> DATE <u>11-18-11</u>	STANDARD DRAWING <h1 style="margin: 0;">BH 114</h1> SHEET 2 OF 4
-------------------------------------	--	--	---




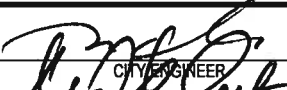

**CASE II - EXISTING SECTION: PORTLAND CONCRETE CEMENT**

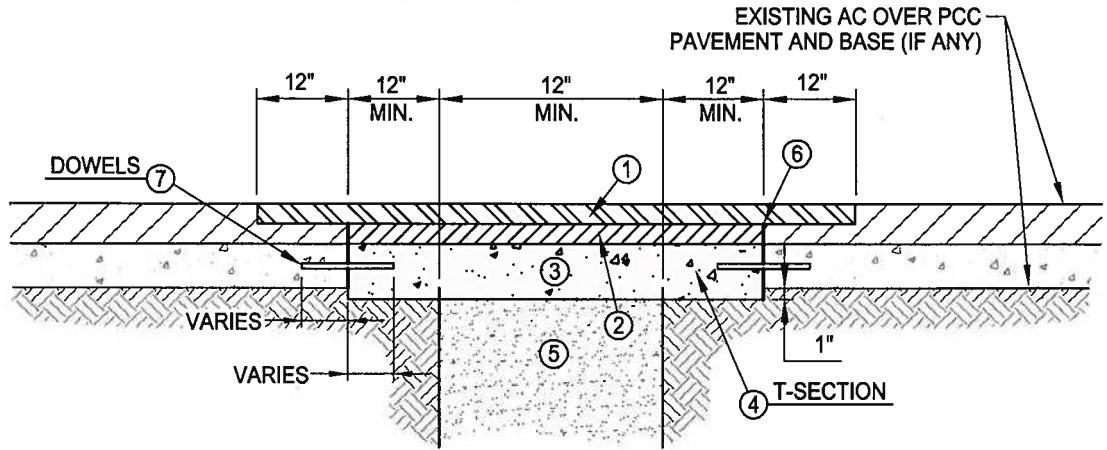
- ① CONSTRUCT NEW PCC PAVEMENT 1" THICKER THAN THE EXISTING CONCRETE, 6" MINIMUM.
- ② THE EXACT LIMITS FOR REMOVAL SHALL BE DETERMINED BY THE CITY ENGINEER SUCH THAT JOIN LINES ARE NOT WITHIN 2'-6" OF EXISTING PAVEMENT JOINTS OR SIGNIFICANT CRACKS. IF THE EXCAVATIONS ARE LESS THAN 5' APART OR LESS THAN 2'-6" FROM A CONCRETE CURB, GUTTER OR EXPANSION JOINT, THE RESTORATION SHALL BE CONTINUOUS BETWEEN EXCAVATIONS AND/OR THE EDGE OF CONCRETE.
- ③ FOR PCC STREETS OR INTERSECTIONS THE LIMITS OF THE RESTORATION SHALL BE A RECTANGULAR AREA EXTENDING TO THE NEAREST CONSTRUCTION JOINT. THE STRUCTURAL SECTION OUTSIDE THE UTILITY TRENCH AREA SHALL BE EQUAL TO ① + ④.
- ④ CONSTRUCT NEW CRUSHED AGGREGATE BASE TO MATCH EXISTING THICKNESS OR 4" THICKNESS, WHICHEVER IS GREATER. COMPACT TO 95% OF RELATIVE DENSITY.
- ⑤ TRENCH BACKFILL SHALL BE EITHER:
  - A. NATIVE MATERIAL OR IMPORTED SOIL (IF NATIVE IS UNSUITABLE)
  - B. CRUSHED AGGREGATE BASE
  - C. TWO SACK CEMENT SAND SLURRY
 COMPACTION TEST (USING CITY APPROVED METHOD) ARE REQUIRED UNLESS SLURRY IS USED.
- ⑥ SAWCUTTING WILL BE REQUIRED AROUND THE PERIMETER OF THE FINAL EDGE OF ALL EXCAVATIONS TO PROVIDE CLEAN, STRAIGHT, VERTICAL SIDES.
- ⑦ DOWEL SIZE, SPACING, AND EMBEDMENT SHOULD BE AS FOLLOWS:

CONCRETE THICKNESS	SIZE AND SPACING	EMBEDMENT
6"	#4 @ 16" O.C.	4"
8"	#5 @ 16" O.C.	6"
10"	#6 @ 16" O.C.	8"

- 8. ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED BY RESTORATION WORK SHALL BE REPLACED.
- 9. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS ("GREENBOOK").
- 10. CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C8" CALIFORNIA CONTRACTOR'S LICENSE.

**PAVEMENT REPLACEMENT SECTION - CASE II**

REVISIONS				CITY OF BEVERLY HILLS, CALIFORNIA	
MARK	DATE	DESCRIPTION		DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION CIVIL ENGINEERING DIVISION	
			RECOMMENDED  DATE <u>11/18/2011</u>	STANDARD DRAWING	
				APPROVED  DATE <u>11-18-11</u>	<b>BH 114</b>
			PUBLIC WORKS DIRECTOR		SHEET 3 OF 4



**CASE III - EXISTING SECTION: ASPHALT OVER CONCRETE**

- ① CONSTRUCT 1" NEW ASPHALT CONCRETE WEARING COURSE TYPE D2, PG 64-10. FOR STREETS WITH RUBBERIZED ASPHALT USE ARHM-GG PG-64-16, 2" MIN.
- ② CONSTRUCT NEW ASPHALT CONCRETE BASE COURSE, TYPE B, PG 64-10.
- ③ CONSTRUCT NEW PCC PAVEMENT BASE, 560-C-3250, 1" THICKER THAN THE EXISTING CONCRETE, 6" MINIMUM. ASPHALT CONCRETE LAYERS SHALL BE COMPACTED TO 95% OF MAXIMUM THEORETICAL SPECIFIC GRAVITY.
- ④ THE EXACT LIMITS FOR REMOVAL SHALL BE DETERMINED BY THE CITY ENGINEER SUCH THAT JOIN LINES ARE NOT WITHIN 2'-6" OF EXISTING PAVEMENT JOINTS OR SIGNIFICANT CRACKS. IF THE EXCAVATIONS ARE LESS THAN 5' APART OR LESS THAN 2'-6" FROM A CONCRETE CURB, GUTTER OR EXPANSION JOINT, THE RESTORATION SHALL BE CONTINUOUS BETWEEN EXCAVATIONS AND/OR THE EDGE OF CONCRETE.
- ⑤ TRENCH BACKFILL SHALL BE EITHER:
  - A. NATIVE MATERIAL OR IMPORTED SOIL (IF NATIVE IS UNSUITABLE)
  - B. CRUSHED AGGREGATE BASE
  - C. TWO SACK CEMENT SAND SLURRY
 COMPACTION TEST (USING CITY APPROVED METHOD) ARE REQUIRED UNLESS SLURRY IS USED.
- ⑥ SAWCUTTING WILL BE REQUIRED AROUND THE PERIMETER OF THE FINAL EDGE OF ALL EXCAVATIONS TO PROVIDE CLEAN, STRAIGHT, VERTICAL SIDES.
- ⑦ DOWEL SIZE, SPACING, AND EMBEDMENT SHOULD BE AS FOLLOWS:

CONCRETE THICKNESS	SIZE AND SPACING	EMBEDMENT
6"	#4 @ 16" O.C.	4"
8"	#5 @ 16" O.C.	6"
10"	#6 @ 16" O.C.	8"

- 8. ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED BY RESTORATION WORK SHALL BE REPLACED.
- 9. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS ("GREENBOOK").
- 10. CONTRACTOR SHALL HAVE A VALID CLASS "A" OR "C8" CALIFORNIA CONTRACTOR'S LICENSE.

**PAVEMENT REPLACEMENT SECTION - CASE III**

REVISIONS		
MARK	DATE	DESCRIPTION



**CITY OF BEVERLY HILLS, CALIFORNIA**  
 DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION  
 CIVIL ENGINEERING DIVISION

RECOMMENDED *[Signature]* DATE 11/18/11  
CITY ENGINEER  
 APPROVED *[Signature]* DATE 11-18-11  
PUBLIC WORKS DIRECTOR

STANDARD DRAWING  
**BH 114**  
 SHEET 4 OF 4



## **APPENDIX B**

# **COBH Approved Heavy Haul Truck Route Map**



Sterling Codifiers, Inc.

**7-2-203: STREETS DESIGNATED FOR HEAVY VEHICLE USAGE:** 

The following streets are designated for use by vehicles exceeding a maximum gross weight, including the vehicle and its load, of three (3) tons:

Alden Drive;

Bedford Drive from Wilshire Boulevard to Santa Monica Boulevard (north);

Beverly Boulevard;

Beverly Drive from the south city limits to Santa Monica Boulevard (north);

Brighton Way from Canon Drive to Wilshire Boulevard;

Burton Way;

Camden Drive from Wilshire Boulevard to Santa Monica Boulevard (north);

Canon Drive from Wilshire Boulevard to Santa Monica Boulevard (north);

Civic Center Drive from Burton Way to Santa Monica Boulevard (south);

Crescent Drive between the north and south roadways of Santa Monica Boulevard;

Dayton Way from Canon Drive to Wilshire Boulevard;

Doheny Drive;

Foothill Road from Burton Way to Santa Monica Boulevard (south);

La Cienega Boulevard;

Linden Drive from Wilshire Boulevard to Santa Monica Boulevard (south);

Maple Drive from Burton Way to Santa Monica Boulevard (south);

Olympic Boulevard;

Rexford Drive from Santa Monica Boulevard (north) to Burton Way;

Robertson Boulevard;

Rodeo Drive from Wilshire Boulevard to Santa Monica Boulevard (north);

Roxbury Drive from Wilshire Boulevard to Santa Monica Boulevard (north);

San Vicente Boulevard;

Santa Monica Boulevard (north and south roadways);

Third Street;

Wilshire Boulevard. (1962 Code § 3-6.1306)

## **APPENDIX C**

### **Prevailing Wage Determination**

General Decision Number: CA180033 02/23/2018 CA33

Superseded General Decision Number: CA20170033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	02/09/2018
4	02/23/2018

ASBE0005-002 07/03/2017

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls,		

floors, ceilings and curtain  
walls).....\$ 26.96 17.81

-----  
ASBE0005-004 07/03/2017

Rates Fringes

Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not)....\$ 19.26 11.27

-----  
BOIL0092-003 10/01/2012

Rates Fringes

BOILERMAKER.....\$ 41.17 28.27

-----  
\* BRCA0004-007 05/01/2017

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 39.91 15.45

\*The wage scale for prevailing wage projects performed in  
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
Palms, Needles and 1-15 corridor (Barstow to the Nevada  
State Line) will be Three Dollars (\$3.00) above the  
standard San Bernardino/Riverside County hourly wage rate

-----  
BRCA0018-004 07/01/2017

Rates Fringes

MARBLE FINISHER.....\$ 30.93 12.95  
TILE FINISHER.....\$ 25.98 11.23  
TILE LAYER.....\$ 37.76 16.37

-----  
BRCA0018-010 09/01/2017

Rates Fringes

TERRAZZO FINISHER.....\$ 29.75 12.91  
TERRAZZO WORKER/SETTER.....\$ 36.75 13.82

-----  
CARP0409-001 07/01/2016

Rates Fringes

CARPENTER

(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 39.83	15.50
(2) Millwright.....	\$ 40.90	15.50
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 40.53	15.50
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	15.50
(5) Sawfiler.....	\$ 39.83	15.50
(6) Scaffold Builder.....	\$ 31.60	15.50
(7) Table Power Saw Operator.....	\$ 40.93	15.50

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

-----  
CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "Rates" column are per day

-----  
CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

-----  
CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

-----  
\* ELEC0011-004 01/29/2018

	Rates	Fringes
--	-------	---------

ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 43.35	3%+27.87
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 43.40	3%+27.82
Technician.....	\$ 32.55	3%+27.82

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.

TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

-----  
\* ELEC0011-005 01/01/2018

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 33.64	3%+14.33
Technician.....	\$ 32.18	3%+27.32



SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

-----  
 ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$	55.49	16.62
(2) Equipment specialist		

(operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 44.32 3%+17.65  
 (3) Groundman.....\$ 33.89 3%+17.65  
 (4) Powderman.....\$ 49.55 3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

-----  
 ELEV0018-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.85	32.645

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

-----  
 ENGI0012-003 07/01/2017

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 44.00	24.25
GROUP 2.....	\$ 44.78	24.25
GROUP 3.....	\$ 45.07	24.25
GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 47.66	24.25
GROUP 6.....	\$ 46.78	24.25
GROUP 8.....	\$ 46.89	24.25
GROUP 9.....	\$ 47.99	24.25
GROUP 10.....	\$ 48.01	24.25
GROUP 11.....	\$ 48.11	24.25
GROUP 12.....	\$ 47.18	24.25
GROUP 13.....	\$ 47.28	24.25
GROUP 14.....	\$ 47.31	24.25
GROUP 15.....	\$ 47.39	24.25
GROUP 16.....	\$ 47.51	24.25
GROUP 17.....	\$ 47.68	24.25
GROUP 18.....	\$ 47.78	24.25
GROUP 19.....	\$ 47.89	24.25
GROUP 20.....	\$ 48.01	24.25
GROUP 21.....	\$ 48.18	24.25
GROUP 22.....	\$ 48.28	24.25

GROUP 23.....	\$ 48.39	24.25
GROUP 24.....	\$ 48.51	24.25
GROUP 25.....	\$ 48.68	24.25
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 45.35	24.25
GROUP 2.....	\$ 46.13	24.25
GROUP 3.....	\$ 46.42	24.25
GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 46.78	24.25
GROUP 6.....	\$ 46.89	24.25
GROUP 7.....	\$ 47.01	24.25
GROUP 8.....	\$ 47.18	24.25
GROUP 9.....	\$ 47.35	24.25
GROUP 10.....	\$ 48.35	24.25
GROUP 11.....	\$ 49.35	24.25
GROUP 12.....	\$ 50.35	24.25
GROUP 13.....	\$ 51.35	24.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher

(asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system

operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single

engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

## CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator



(over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S,

R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue

West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

-----  
 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60

(6) Barge Mate.....\$ 42.94 23.60

-----  
IRON0377-002 01/01/2017

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 29.58	21.59
Ornamental, Reinforcing and Structural.....	\$ 36.00	30.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

-----  
LABO0300-001 07/01/2017

	Rates	Fringes
Brick Tender.....	\$ 31.36	17.82

-----  
LABO0300-003 07/03/2017

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 39.04	18.24
GROUP 2.....	\$ 39.36	18.24
GROUP 3.....	\$ 39.82	18.24
GROUP 4.....	\$ 40.51	18.24
LABORER		
GROUP 1.....	\$ 33.19	18.24
GROUP 2.....	\$ 33.74	18.24
GROUP 3.....	\$ 34.29	18.24
GROUP 4.....	\$ 35.84	18.24
GROUP 5.....	\$ 36.19	18.24

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine,

hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

-----

LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

-----  
LABO0345-001 07/02/2017

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 41.08	17.39
GROUP 2.....	\$ 40.13	17.39
GROUP 3.....	\$ 36.59	17.39

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

-----  
LABO1184-001 07/01/2017

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 34.65	13.20
(2) Vehicle Operator/Hauler.	\$ 34.82	13.20
(3) Horizontal Directional		

Drill Operator.....	\$ 36.67	13.20
(4) Electronic Tracking		
Locator.....	\$ 38.67	13.20
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

-----  
LAB01414-001 08/02/2017

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 32.50	18.29
PLASTER TENDER.....	\$ 35.05	18.29

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
PAIN0036-001 01/01/2018



	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	14.14
(2) All Other Work.....	\$ 31.12	14.14

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

-----  
PAIN0036-006 10/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 32.05	16.82
Remainder of Los Angeles County.....	\$ 38.58	18.64

-----  
PAIN0036-015 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 40.95	24.40

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

-----  
PAIN1247-002 01/01/2018

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 32.35	14.56

-----  
PLAS0200-009 08/02/2017

	Rates	Fringes
PLASTERER.....	\$ 41.26	14.46

-----  
PLAS0500-002 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	33.30	23.33

---

PLUM0016-001 07/01/2017

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft.		
of floor space and work		
on strip malls, light		
commercial, tenant		
improvement and remodel		
work.....\$	49.28	21.61
Work ONLY on new additions		
and remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft. of		
floor space.....\$	47.76	20.63
Work ONLY on strip malls,		
light commercial, tenant		
improvement and remodel		
work.....\$	36.91	18.96

---

PLUM0078-001 07/01/2016

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.\$	44.16	25.19
Sewer & Storm Drain Work....\$	44.16	25.19

---

ROOF0036-002 08/01/2017

	Rates	Fringes
ROOFER.....\$	37.07	16.17

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-013 04/01/2017

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS

OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.07	15.84
-----		
SFCA0709-005 07/01/2015		

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.93	24.04
-----		
SHEE0105-002 01/01/2018		

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 25.67	10.42
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 42.78	27.96
-----		
SHEE0105-003 01/01/2018		

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 42.78	27.96
(2) Industrial work including air pollution control systems, noise		

abatement, hand rails,  
guard rails, excluding  
aritechtural sheet metal  
work, excluding A-C,  
heating, ventilating  
systems for human comfot...\$ 42.78 27.96

-----  
SHEE0105-004 01/01/2018

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North  
of a straight line drawn between Gorman and Big Pines including  
Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 32.38	26.99

-----  
TEAM0011-002 07/01/2017

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.59	27.74
GROUP 2.....	\$ 29.74	27.74
GROUP 3.....	\$ 29.87	27.74
GROUP 4.....	\$ 30.06	27.74
GROUP 5.....	\$ 30.09	27.74
GROUP 6.....	\$ 30.12	27.74
GROUP 7.....	\$ 30.37	27.74
GROUP 8.....	\$ 30.62	27.74
GROUP 9.....	\$ 30.82	27.74
GROUP 10.....	\$ 31.12	27.74
GROUP 11.....	\$ 31.62	27.74
GROUP 12.....	\$ 32.05	27.74

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,  
El Centro Naval Facility, Fort Irwin, Marine Corps  
Logistics Base at Nebo & Yermo, Mountain Warfare Training  
Center, Bridgeport, Point Arguello, Point Conception,  
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2  
axles; Traffic control pilot car excluding moving heavy  
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3  
axles; Boot person; Cement mason distribution truck; Fuel  
truck driver; Water truck - 2 axle; Dump truck, less than

16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION