CITY OF BELL GARDENS

CONTRACT DOCUMENTS
PLANS, SPECIFICATIONS AND LIST OF STANDARD DRAWINGS

FOR

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

PREPARED BY:

Bowman

3060 Saturn Street Suite 250
Brea, CA 92821
714-940-0100

Contact: Douglas Benash, P.E., City Engineer

Bowman Project No. 440111-01-012

BID OPENING: November 12, 2025 AT 11:00 AM

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

BID SCHEDULE

• Bid Period	October 13, 2025 – November 12, 2025
• Publish Bid	October 15, 2025
• Mandatory Pre-Bid Meeting at Public Works Yard	October 29, 2025 at 1:30 PM
• Request for Information Deadline	November 6, 2025 at 5:00 PM
• Bid Opening	November 12, 2025, (Wednesday, 11:00 AM)
• Anticipated Award of Contract	December 8, 2025 City Council meeting
• Pre-Construction Meeting	January 2026 (Tentative)
• Construction Begins	February 2026 (Tentative)

Bids will be received at the office of the City Clerk, City Hall, 7100 Garfield Avenue, Bell Gardens, CA 90201, 11:00 AM on November 12,2025.

These Specifications have been prepared under the direction of:

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER A. LEY
No. 80620
Exp. 3/31/27
CIVIL
STATE OF CALIFORNIA

Christopher Ley, P.E.
Civil No. 80620

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

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NOTICE INVITING SEALED BID

FOR

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS AT FLORENCE AVENUE/GARFIELD AVENUE AND EASTERN AVENUE/GAGE AVENUE (CIP. No. 3936)

IN THE CITY OF BELL GARDENS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Bell Gardens, (hereinafter, "CITY" or "AGENCY") invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk, City Hall, 7100 South Garfield Avenue, Bell Gardens, California 90201, up to the hour of 11:00 AM on November 12, 2025, at which time they will be publicly opened.

Copies of the Plans, Specifications, and contract documents are available on the City's website at https://www.bellgardens.org/i-want-to/view-bids-rfps/rfps-and-bids

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.

3. The project is subject to compliance monitoring and enforcement by the DIR.

4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The bidder is required to submit any Requests for Information (RFIs) via email to Douglas Benash, City Engineer, at dbenash@bowman.com, with a copy to pwinspector@bellgardens.org and biniguez@bellgardens.org. All RFIs must be submitted no later than November 6, 2025, at 5:00 p.m.

Attendance at a pre-bid meeting is mandatory and will be held on October 29, 2025, at 1:30 p.m. at the Public Works Yard, 8327 Garfield Avenue, Bell Gardens, California 90201. All Prime Contractors are required to have a representative attend and sign in at the pre-bid meeting. Failure to comply with this attendance and sign in

requirements will result in Bidder's proposal being found non-responsive to the required procedures.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per hourly wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are on file at the City Hall, City of Bell Gardens, 7100 South Garfield Avenue, Bell Gardens, California 90201, and are available to any interested party on request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1141, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, age, marital status, ancestry, sex, religion, or handicap will also be required.

The AGENCY will deduct five percent (5%) retention from all progress payments as specified in Section 9-3.2 of these specifications. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon. Contractor shall provide AGENCY with weekly payroll reports.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, age, marital status, ancestry, sex, religion, sexual orientation or handicap in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or material pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

Bids must be prepared on the approved Proposal forms or copies thereof in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside as follows:

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS AT FLORENCE AVENUE/GARFIELD AVENUE AND EASTERN AVENUE/GAGE AVENUE (CIP. No. 3936)

The bid must be accompanied by cash, a certified or cashier's check, or bidder's bond, issued by an "admitted surety insurer" made payable to the AGENCY for an amount no less than ten percent (10%) of the total base bid amount.

All bidders shall be licensed in accordance with the provisions of the Business and Professions Code and shall possess a State Contractor's License, Class A, at the time of bid submittal. The successful Contractor and each of his subcontractors will be required to possess a Business License from the City.

The liquidated damages for this project is five hundred dollars ($500.00) per calendar day the project is not completed within the contract time.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids under advertisement for a period of ninety (90) days.

The Contractor shall complete all work in every detail within forty **(40) working days** comprised of **five (5) working days** for mobilization and **thirty-five (35) working days** for construction, after the effective date in the Notice-to-Proceed with the Work to be issued by the CITY.

BY ORDER OF the City of Bell Gardens, California.

Dated: October 13, 2025

INSTRUCTION TO BIDDERS

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

PROPOSAL FORMS

Bids shall be submitted, in writing, on the Proposal forms provided by the AGENCY or copies thereof. All information requested thereon must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of cash, a certified or cashier's check or bid bond by an "admitted surety insurer" payable to the AGENCY in the amount not less than 10 percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set for the in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder had properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside "**BID FOR HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS– IN THE CITY OF BELL GARDENS – DO NOT OPEN WITH REGULAR MAIL**". Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY'S designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY'S designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered

unless specifically requested. No oral, telegraphic, facsimile, electronic, or telephonic proposal submittal, or modification, or withdrawal will be considered.

TAXES

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

DISQUALIFICATIONS OF BIDDERS

In the event that any bidder acting as prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposals will be accepted from bidders who are not licensed in accordance with the provisions of the State Business and Professions Code; and who do not possess a State Contractor's License, Class A, at the time of bid submittal.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications a lower cost project/bid may result, the bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he considers to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made and executed in accordance with State laws relating to bids for contracts of this nature whether the same or expressly referred

to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per hourly wages as provided in Section 1773, et seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California in its wage sheets.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 60 days, all as may be required to provide for the best interest of the AGENCY. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the City Engineer's Estimate.

LIQUIDATED DAMAGES

The Liquidated Damages for this project is five hundred dollars ($500.00) per calendar day.

CONSTRUCTION SCHEDULE

The winning bidder must sign and submit the contract to the City within ten (10) calendar days of awarded contract the bonds, insurance certificates and all other documentation necessary prior to start of construction must be submitted to the City at the pre-construction meeting on January 2026 (Tentative). Construction must begin on February 2026 (Tentative).

BID PROTEST PROCEDURES

1. The lack of prompt procedures to resolve disputes regarding the City's bidding process impair the City's ability to carry out its purpose of completing this Project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the City's bidding process shall be subject to the mandatory procedures and time limits set forth in this Section.

2. Protests from Prime Contracting bidders regarding any Bid received by the City must be delivered to the City Clerk's Office on or before 5:00 p.m. on the fourth (4^{th}) City Business Day after the Bid Submittal Deadline. City Business Day shall mean those days of the week in which the City is open for business and excludes Friday, Saturday, Sunday, and any City-observed holiday After this date, Bidders shall be deemed to have waived any objection to any Bid received by the City.

3. Written protests must be delivered to and accepted by the City Clerk at the address below on or before the protest submittal deadline specified in this Section. All written Prime Contractor protest letter shall include a sentence/paragraph stating a declaration under penalty of perjury that a copy of the protest was concurrently delivered to all Bidders identified in this paragraph; that the protest is submitted Protests filed electronically with the City Clerk's Office shall be emailed to the City Clerk at:

   CityClerkDesk@bellgardens.org
   City Clerk's Office
   City of Bell Gardens
   7100 Garfield Avenue
   Bell Gardens, CA 90201

4. Protests delivered to the City Clerk's Office by U.S.P.S. or similar delivery method after the deadline for submitting protests specified in this Section, regardless of the date mailed or the pickup date, will be deemed untimely and shall not be considered further.

5. The delivery of a protest to any person (including any other City official, officer, or employee) other than a designated representative of the City Clerk's Office shall be deemed to have not been delivered to the City Clerk's Office in strict compliance with the requirements of this Section, will be deemed defective, and shall not be considered further.

6. To submit a protest, the Protestor must have submitted a Bid as the Prime Contractor. Protests from subconsultants, subcontractors, or suppliers to the project do not have standing to submit a protest.

7. To be considered valid, each protest shall include the information specified below. Protests that fail to comply with this Section will be deemed defective and shall not be considered further.

   a. Name and business address for the entity responsible for the protest ('Protestor'), and the name, business address, phone number, and email address for the contact individual representing the Protestor.
   b. A complete and detailed description of the factual and legal justification supporting the protest including the potential prejudice that Protestor will suffer.
   c. Support for the protest shall include true copies of specific references to the Bid Documents forming the basis for the protest.
   d. Statement identifying the form of relief requested by the Protestor.

8. Bidders are specifically prohibited from relying on the protest of another Bidder. Each Bidder shall pursue its own protest.

9. Concurrent with delivery of the protest to the City Clerk's Office, Protestor must deliver a copy of the protest to all Bidders to this Project having a direct financial

interest in the outcome of the protest or who may be adversely affected by the outcome of the protest. The proof of delivery required by this paragraph shall be delivered to the City Clerk's Office within two (2) City Business Days of the date the subject protest was received by the City Clerk's Office, and the proof shall include a declaration under penalty of perjury that a copy of the protest was concurrently delivered to all Bidders identified in this paragraph. Failure to provide the proof of delivery required by this paragraph shall render the protest defective and untimely, and the protest shall not be considered further.

10. Where a protest identifies a specific Bid, the Bidder submitting the identified Bid ('Protestee') shall have until 4:00 p.m. on the fourth (4^{th}) City Business Day following the protest submittal deadline specified in this Section to provide a written response to the Protestor. The Protestee shall concurrently deliver a copy of the written response to the City Clerk's Office by the deadline specified in this paragraph.

11. Where a protest is timely, complies with all requirements of this Section, and is not otherwise deemed defective, the City will designate an individual or individuals to review all documents received by the City and to prepare a written response and City decision on the protest. The City's decision shall be final. Except as otherwise required by law, no public hearing will be held.

12. Because time is of the essence, the City reserves the right to Award the Construction Contract and proceed with the Project despite any pending protest or legal challenge.

13. City reserves the right to deem a Bidder nonresponsible on this and any future projects where the Bidder has submitted a protest deemed frivolous by the City. Such designation as nonresponsible shall remain in place for one (1) year from the date the frivolous protest was received by the City.

14. In accordance with §4104(a)(2) of the California Public Contract Code, an inadvertent error in listing the California contractor license number or public works contractor registration number (DIR Registration No.) provided pursuant to paragraph 4104(a)(1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within twenty-four (24) hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

15. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claims Act claim or legal proceedings.

PROPOSAL

FOR

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

TO THE CITY OF BELL GARDENS, as AGENCY

In accordance with AGENCY'S Notice Inviting Sealed Bid, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above-stated project as set forth in the Plans, Specifications, and contract documents therefor, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump-sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump-sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates by the dates stablished by the agency after the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID SCHEDULE

FOR

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of BELL GARDENS, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price $	Extended Amount $
1	Provide Traffic Control	1	LS		
2	Remove Advertising Panels from Bus Shelter	2	EA		
3	Place Chip Seal Medium with 3% Latex	26	ELT		
4	Construct Stamped Concrete Median Pavement	2,498	SF		
5	Construct Concrete Median Curb	1,206	LF		
6	Remove Existing Post and Sign	1	EA		
7	Furnish and Install New Sign and Post	6	EA		
8	Remove Existing Sign and Place New Sign on Traffic Signal Pole	22	EA		
9	Sawcut and Remove Existing Concrete Curb or Curb & Gutter	17	LF		
10	Sawcut and Remove Existing Concrete Median Pavement	27	SF		
11	Traffic Signing, Striping, Markings and Curb Painting	1	LS		
12	Furnish and Install Public Improvement Project Signs	2	EA		
13	Provide Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties	1	LS		

Item No.	Description	Estimated Quantity	Unit	Unit Price $	Extended Amount $
14	Provide Material Testing as Directed by the Engineer - Allowance	1	LS	$4,000	$4,000
	TOTAL IMPROVEMENTS BID IN FIGURES:				$

TOTAL IMPROVEMENTS BID IN WORDS:

_____

_____

_____ DOLLARS.

_____ _____

Company Name Bidder's Signature

CSLB # DIR#

Company Contractor License Number and DIR Number

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

If the City determines to award a contract for this Base Bid, the City's determination will be based on the best interest of the City.

The Contractor shall complete all work in every detail within forty (40) working days comprised of five (5) working days for mobilization and thirty-five (35) working days for construction, after the effective date in the Notice-to-Proceed with the Work to be issued by the CITY.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work that are in excess of one-half of 1 percent of the total amount bid or $10,000, whichever is greater, as follows:

Name:	
Address:	
Telephone No.:	
State License No.:	
Portion of Work:	
Name:	
Address:	
Telephone No.:	
State License No.:	
Portion of Work:	
Name:	
Address:	
Telephone No.:	
State License No.:	
Portion of Work:	
Name:	
Address:	
Telephone No.:	
State License No.:	
Portion of Work:	
Name:	
Address:	
Telephone No.:	
State License No.:	
Portion of Work:	
Name:	
Address:	
Telephone No.:	
State License No.:	
Portion of Work:	

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies, being cities, or counties for which BIDDER had performed similar STREET IMPROVEMENT WORK IN THE PUBLIC RIGHT OF WAY within the past 2 years. **Special districts, i.e., school, water or taxing districts are not acceptable references**:

1. _____
   Name and Address of Owner

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount Type of work Date completed

2. _____
   Name and Address of Owner

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount Type of work Date completed

3. _____
   Name and Address of Owner

   _____
   Name and telephone number of person familiar with project

   _____
   Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

_____

_____

_____

_____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any AGENCY, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

PROPOSAL GUARANTEE

BID BOND

FOR

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

KNOW ALL PERSONS BY THESE PRESENTS that _____, as BIDDER, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Bell Gardens, as AGENCY, in the penal sum of _____ _____ Dollars ($_____), which is ten (10) percent of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and voided, otherwise it shall remain in full force and effect in favor of the AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20__.

BIDDER* _____

_____

SURETY* _____

_____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC_____

* Provide BIDDER/ADMITTED SURETY name, address, title and telephone number and the name, title, address, and telephone number of authorized representative.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

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

Yes_____ No_____

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

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

CITY OF BELL GARDENS

CONSTRUCTION CONTRACT AGREEMENT

FOR

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

THIS CONSTRUCTION CONTRACT (hereinafter, "Contract") is made and entered into this _____ day of _____ 2025 (hereinafter, the "Effective Date") by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and [INSERT CONTRACTOR NAME] (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, City requires public works construction services for the _____ _____(hereinafter, the "Project"); and

WHEREAS, CITY issued notice inviting competitive bids for the Project on _____ _____; and

WHEREAS, following the opening of bids on _____, CONTRACTOR was determined to be the lowest responsive and responsible bidder for the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and CONTRACTOR agree as follows:

ARTICLE I (CONTRACT DOCUMENTS)

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements (hereinafter "Contract Documents") clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II (WORK TO BE PERFORMED)

The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner INSERT PROJECT NAME, as called for, and in the manner designated in, and in strict conformity with, the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives.

ARTICLE III (CONTRACT PRICE)

CITY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of _____($____) for the Project (hereinafter, the "Bid Price"). CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV (NOTICE AND SERVICE THEREOF)

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

(a) If the notice is given to the CITY, by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CITY at:

City of Bell Gardens
Public Works Department
Attn: Public Works Director
Bell Gardens City Hall
7100 Garfield Avenue
Bell Gardens, CA 90201

(b) If the notice is given to the CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to its duly authorized representative at the site of

the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CONTRACTOR at:

NAME
ADDRESS
Attn:
Phone: ( )

(c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ARTICLE V (INSURANCE)

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensations, or to undertake self-insurance in accordance with the provisions of that code and certified compliance with such provisions.

CONTRACTOR further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. CONTRACTOR shall pay the State prevailing wages.

ARTICLE VI (INSURANCE)

A. Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so or to procure insurance coverage to satisfy the requirements.

B. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Contract and which is applicable to a given loss, claim or demand, will be equally available to CITY.

C. Without limiting CONTRACTOR's indemnification of CITY and/or the Indemnified Parties and prior to commencement of the Project, CONTRACTOR shall obtain, provide, and maintain at its own expense during the term of this Contract,

policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

D. General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

E. Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with work to be performed under this Contract, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

F. Umbrella or excess liability insurance. [If required to meet higher limits]. CONTRACTOR shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should CONTRACTOR obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

CONTRACTOR's pollution liability insurance. Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.

Transportation pollution liability insurance. Coverage shall be in an amount not less than $5,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements. The policy shall provide coverage for transportation of pollutants/contaminants to and from the job site and the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk (course of construction). Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk (course of construction) coverage for the entire duration of the Project until only the CITY has an insurable interest. The builder's risk coverage shall include the following:

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the Project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sublimits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; and (7) coverage with sublimits sufficient to insure the full replacement value of any property or equipment stored either on or off the site or any

staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

Installation floater. If required by the CITY or not covered by builders' risk (course of construction) coverage, CONTRACTOR shall obtain an installation floater for the value of the property and covering the portion of the work to be constructed, installed, altered, or repaired by CONTRACTOR. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery, and equipment used in or incidental to the construction project as well as property kept off-site or while in transit. Coverage must include property of others in the CONTRACTOR's care, custody, or control. In addition to CONTRACTOR, the CITY and all subcontractors shall be named as additional insureds on the policy with coverage extending through the final completion date.

Other provisions or requirements:

Proof of insurance. CONTRACTOR shall provide certificates of insurance and required endorsements to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY for the contract period and any additional length of time required thereafter. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time and CONTRACTOR agrees to provide the same.

Duration of coverage. CONTRACTOR shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees, subcontractors or subconsultants. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self- insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after Project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of

independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as additional insureds under the products and completed operations coverage.

CITY's rights of enforcement. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Contract.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide the CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the CONTRACTOR's insurers are unwilling to provide such notice, then CONTRACTOR shall have the responsibility of notifying the CITY immediately in the event of CONTRACTOR's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the Project by CONTRACTOR (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of CONTRACTOR under this Contract. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event CONTRACTOR's subcontractor cannot comply with this requirement, which proof must be submitted to the CITY in writing, CONTRACTOR may still be able to utilize the subcontractor provided CONTRACTOR shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the CONTRACTOR, but in all other terms consistent with the CONTRACTOR's requirements under this Contract. This provision does not relieve the CONTRACTOR of its contractual obligations under the Contract and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide CONTRACTOR with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the CONTRACTOR under this Contract given the limited scope of work or services provided by the subcontractor. CONTRACTOR agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to CITY for review.

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of its work on the Project.

A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims for and actual liabilities, losses, damages, expenses, costs (including without limitation reasonable attorney's fees, expert fees, and all other costs and fees of litigation) of every nature relating to, arising out of or in connection with CONTRACTOR's, its officers, agents, employees, or subcontractors (or any agency or individual that CONTRACTOR shall bear the legal liability thereof) negligence, recklessness or willful misconduct in the performance of work on and/or connected with the Project or its failure to comply with any of its obligations contained in this Contract, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the Indemnified Parties. Should conflict of interest principles preclude a single attorney from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's attorney unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees, and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the Indemnified Parties with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless, or wrongful act, omission or performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Contract.

B. CONTRACTOR's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by Indemnified Parties. However, without affecting the rights of Indemnified Parties under any provision of this Contract, CONTRACTOR shall not be required to indemnify and hold harmless Indemnified Parties for liability attributable to the sole or active negligence or willful misconduct of Indemnified Parties, provided such sole or active negligence or willful misconduct is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where Indemnified Parties are shown to have been solely or actively negligent or to have acted with willful misconduct and where Indemnified Parties' sole or active negligence or willful misconduct accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the sole or active negligence or willful misconduct of Indemnified Parties.

ARTICLE VIII (EXECUTION)

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE IX (COMPLETION DATE)

The Contractor shall complete all work in every detail within **forty (40) working days** comprised of **five (5) working days** for mobilization and **thirty-five (35) working days** for construction, after the effective date in the Notice-to-Proceed with the Work to be issued by the CITY.

The liquidated damage for this project is five hundred dollars ($500.00) per calendar day for each calendar day the project is not completed to the satisfaction of the CITY within the contract time including any extension of time granted by the CITY.

ARTICLE X (RECORDS & AUDITS)

The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for 5 years after the expiration of this contract unless permission to destroy them is granted by the CITY.

ARTICLE XI (PREVAILING WAGES)

(a) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) By the execution of this Contract, CONTRACTOR hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

(c) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The CONTRACTOR shall, as a penalty to the CITY, forfeit no more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by a subcontractor.

(d) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1776 which requires CONTRACTOR and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The CONTRACTOR is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(e) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the CONTRACTOR is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(f) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the CITY. The CONTRACTOR shall, as a penalty to the Agency, forfeit twenty-five dollar ($25) for each worker employed in the execution of the contract by the CONTRACTOR or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The CONTRACTOR may, with the approval of the City Engineer, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and

one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.

- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(g) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt by the Contractor of each progress payment, unless otherwise agreed to in writing

(SIGNATURES ON NEXT PAGE)

IN WITNESS THEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor: _____

_____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____ License Class_____

AGENCY Business License No. _____

Federal Tax Identification No. _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC_____

AGENCY: _____
Mayor of the City of Bell Gardens

Attested: _____
City Clerk of the City of Bell Gardens

Date _____

Approved as to form: _____
City Attorney of the City of Bell Gardens

Date _____

FAITHFUL PERFORMANCE BOND

FOR

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

KNOW ALL PERSONS BY THESE PRESENTS that _____, as CONTRACTOR and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Bell Gardens, as AGENCY, in the penal sum of _____ _____Dollars ($_____), which is 100 percent of the total contract amount for the above-stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR* _____

_____

SURETY* _____

_____

Subscribed and sworn to this ____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/ADMITTED SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.

MATERIAL AND LABOR BOND

FOR

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

KNOW ALL PERSONS BY THESE PRESENTS that _____, as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held firmly bound unto the City of Bell Gardens, as AGENCY , in the penal sum of _____ _____ Dollars ($_____), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said altercations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this ____ day of _____, 20___.

CONTRACTOR* _____

_____

SURETY* _____

_____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACT/ADMITTED SURETY name, address, and telephone number and the name, title, address, and telephone number for authorized representative.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA)
)ss
COUNTY OF)

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

_____
(sole owner, a partner, president, etc.)

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

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

GENERAL SPECIFICATIONS

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract documents. The general items of work include excavation and/or cold milling of existing AC Pavement, removing AC Pavement, reconstruction of AC Pavement, reconstruction of sidewalk, driveway, curb ramp, Concrete Bus Pad, curb and gutter, loop detection installation, adjust utility manhole frames and covers to finished grade, striping and markings, construction survey, material testing, and all items not mentioned but indicated in the Plans and Specifications.

LOCATION OF WORK

The general location and limit of the work is as follows:

- Florence Avenue and Garfield Avenue Intersection
- Eastern Avenue and Gage Avenue Intersection

TIME FOR COMPLETION

The Contractor shall complete all work in every detail within **forty (40) working days** comprised of **five (5) working days** for mobilization and **thirty-five (35) working days** for construction, after the effective date in the Notice-to-Proceed with the Work to be issued by the CITY.

NOTIFICATION

The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

AT&T INQUIRIES
Attention: Mr. Jospeh Forkert (510) 645-2929

CALIFORNIA WATER SERVICE
Attention: Mr. Philip Delgado (323) 263-4145

CHEVRON
Attention: Ms. Dave Zerler (310) 669-4014

CITY OF BELL GARDENS – WATER & SEWER		
Attention:	Public Works Inspector	(562) 806-7775
CITY OF BELL GARDENS		
Attention:	Mr. Douglas Benash	(562) 806-7770
CITY OF CUDAHY		
Attention:	Mr. Aaron Hernandez	(323) 773-5143
CITY OF DOWNEY		
Attention:	Mr. Dany Salas	(562) 904-7202
CITY OF SOUTH GATE		
Attention:	Public Works Engineering	(323) 357-9657
CRIMSON PIPELINE		
Attention:	Utility Coordinator	(562) 285-4100
CROWN CASTLE – LA & VEN		
Attention:	Fiber Dig	(888) 632-0931
FRONTIER		
Attention:	Ms. Cathy Brown	(310) 264-5100
GOLDEN STATE WATER COMPANY		
Attention:	Mr. Ray Burk	(562) 907-9200
L.A. COUNTY SANITATION DISTRICT		
Attention:	Engineering Counter	(562) 908-4288
LIBERTY UTILITIES		
Attention:	Jim Elliot	(562) 299-5127
MAYWOOD MUTUAL WATER CO.		
Attention:	Mr. Steven Rojo	(323) 581-5816
METROPOLITAN WATER DISTRICT – SOTO ST		
Attention:	Substructures Team	(213) 217-7663
MUTUAL WATER COMPANY		
Attention:	Mr. Jesus Barrera	(323) 771-6682
PLAINS ALL AMERICAN PIPELINE		
Attention:	Ms. Paula Bawden	(562) 728-2371

SOUTHERN CALIFORNIA GAS COMPANY – DOWNEY		
Attention:	Mr. Steve Gomez	(714) 456-2419
SOUTHERN CALIFORNIA GAS COMPANY – TRANSMISSION		
Attention:	SoCalGas Transmission	(818) 701-4546
SOUTHERN CALIFORNIA EDISON – DISTRIBUTION		
Attention:	Design Support/UND	(562) 903-3167
SOUTHERN CALIFORNIA EDISON – TELECOMMUNICATIONS		
Attention:	Design Support/UND	(562) 903-3167
SOUTHERN CALIFORNIA EDISON – TRANSMISSION		
Attention:	Design Support/UND	(562) 903-3167
SPECTRUM - IRWINDALE		
Attention:	Engineering	(866) 874-2389
UNDERGROUND SERVICE ALERT		811

EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and sub-contractors, or their representatives, shall be filed with the City Engineer, the County Fire Department (local station) and the City Police Department prior to beginning work.

STANDARD SPECIFICATIONS

The Standard Specifications and Plans of the AGENCY are contained in the 2022 Caltrans Standard Plans and Specifications and Latest Edition of the Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction, including all supplements, as written and promulgated by the Public Works Standards, Inc., and all amendments thereto. Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

The Standard Specifications and Plans set forth above will control the general provisions, construction materials, and construction methods for this contract, except as amended by these Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications and Plans. Only those sections requiring elaborations, amendments, specifying of options or additions are called out.

ENVIRONMENTAL PROVISIONS

The Contractor shall as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows:
In the event Contractor is required to dig any trench or excavation that extends deeper than 4 feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify AGENCY in writing and before further disturbing the site if any of the conditions set forth below are discovered.

1. Materials that the Contractor believed may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally reorganized as inherent in the work of the character provided for in this Contract.

    a. AGENCY agrees to promptly investigate the conditions, and if AGENCY finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this Contract.

b. That, in the event a dispute arises between AGENCY and Contractor as to whether the conditions materially increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for in this Contract, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all right provided either by this Contract or by law, which pertain to the resolution of disputes and protests between contracting parties.

SPECIAL PROVISIONS
FOR
HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

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SPECIAL PROVISIONS

PART 1 – GENERAL SECTION

FOR

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

The work for the completion of the Project shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC), latest Edition, including all the supplements.

For purposes of this Project, the following General Provisions are amended, as follows:

SECTION 1 – GENERAL

The following additions/modifications are hereby made to Subsection 1-2 of the Standard Specifications:

1-2 TERMS AND DEFINITIONS.

AGENCY:	City of BELL GARDENS
Board:	City Council of the City of BELL GARDENS
Caltrans:	State of California, Department of Transportation
County:	County of Los Angeles
Engineer:	The City Engineer of the City of BELL GARDENS or his authorized representative
Federal:	United States of America
Contractor:	The word Contractor means the Contractor as defined herein or his/her authorized representative.

Working Day: The Contractor's activities shall be confined to the hours between 7:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the

Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

1-7 AWARD AND EXECUTION OF CONTRACT.

Subsection 1-7 of the Standard Specifications is hereby replaced with the following:

Within ten working days after the date of the AGENCY's notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker's Compensation Insurance Certificate
- Project Schedule

Failure to comply with these requirements will constitute non-responsiveness on the part of the Contractor and will result in annulment of the award by the Agency and forfeiture of the Proposal Guarantee by the Contractor.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY official.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and of the authority of its officers to sign contracts and bonds for the corporation.

1-7.2 Contract Bonds.

The second sentence of the fourth paragraph of Subsection 1-7.2 of the Standard Specifications is hereby deleted and replaced with the following: The Faithful Performance Bond (Warranty Bond) shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 1.7-2 of the Standard Specifications are hereby deleted and replaced with the following: The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS.

The text of Subsection 2-2 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit requirements.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

The whole paragraph of Section 3-2 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

3-7 CONTRACT DOCUMENTS.

3-7.1 General.
The following is added to the General Specifications:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

3-10 SURVEYING.

3-10.1 General.
This subsection of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor will furnish a Surveyor as needed for layout of the work and the resetting of monuments and shall be paid under the pertinent Bid item and no additional compensation shall be allowed thereafter.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

The following is hereby added to this subsection of the Standard Specification:

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) year after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-6 TRADE NAMES.
The first and second paragraphs of this subsection of the Standard Specifications are hereby replaced with the following:

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result, the bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the AGENCY has

designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.1 General.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor, and all subcontractors, suppliers, and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

5-4 INSURANCE.

A. Contractor shall procure and maintain insurance as listed in the Construction Contract attached.

1. General liability insurance. An amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate.

2. Automobile liability insurance. Covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under the Contract, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

3. Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

4. Contractor's pollution liability insurance. Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate.

5. Transportation pollution liability insurance. Coverage shall be in an amount not less than $5,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements. The policy shall provide coverage for transportation of pollutants/contaminants to and from the job site and the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

6. Builder's risk (course of construction). Upon commencement of construction and with approval of City, Contractor shall obtain and maintain builder's risk (course of construction) coverage for the entire duration of the Project until only the City has an insurable interest.

7. Installation floater. If required by the City, or not covered by builders' risk (course of construction) coverage, Contractor shall obtain an installation floater for the value of the property and covering the portion of the work to be constructed, installed, altered, or repaired by Contractor.

8. Other provisions or requirements as specified in the Construction Contract.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

Subsection 5-7.1.1 is hereby added to Section 5 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation

within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten working days after the date of the Agency's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the last day of each month. The Report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-2 PROSECUTION OF THE WORK.

The following is hereby added to this subsection of the Standard Specifications:

6-2.1 A noise level limit of 86 dba at the distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel

6-2.2 All noise producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, and air inlet silencers where appropriate, in good operating condition that meet or exceed original factory specifications. Mobile or fixed "package" equipment (e.g. arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.

6-2.3 All mobile or fixed noise producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.

6-2.4 Electrically powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible.

6-2.5 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practical from residences.

6-2.6 The hours of conventional construction activities shall be restricted to the periods and days permitted by the local noise or other applicable ordinance. In accordance with the City of BELL GARDENS Noise Ordinance, these activities include (but are not limited to) construction, noisy maintenance activities, all spoils and material transport, demolition, and grading and are prohibited between the hours of 4:00 p.m. and 7:00 a.m. on weekdays (Monday through Friday), Saturday and Sundays, and legal holidays, except in cases of emergency as determined and approved in writing by the City Engineer.

6-2.7 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.

6-2.8 No project related public address, paging, two-way radio, or music system shall be audible at any adjacent residence.

6-2.9 The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. An appeal process to the City shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

6-2.10 The Contractor shall develop a project noise control plan, which shall be approved and implemented prior to commencement of any construction activity.

6-2.11 Noise control features and plans shall be reviewed and approved by a noise control engineering professional.

6-2.12 Contract incentives may be offered to the construction contractor to minimize or eliminate noise complaints resulting from project activities.

6-2.13 The erection of temporary sound wall barriers shall be considered where project activity is unavoidably close to residences.

6-2.14 Caltrans Standard Specifications (Sections 7 and 42) and Standard Special Provisions (that provide limits on construction noise levels) shall be applied and enforced by the City on the project Contractor.

6-2.15 Arrange noisiest operations together in the construction program to avoid continuing periods of annoyance.

6-2.16 If practical, implement project noise abatement features prior to construction.

6-3 TIME OF COMPLETION.

6-3.1 General.

This subsection of the Standard Specifications shall be replaced by the following:

The Contractor shall complete all work in every detail within **forty (40) working days** comprised of **five (5) working days** for mobilization and **thirty-five (35) working days** for construction, after the effective date in the Notice-to-Proceed with the Work to be issued by the CITY.

6-9 LIQUIDATED DAMAGES.

The liquidated damages value is hereby amended to be **$500.00 per day.**

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment.

The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment thirty-five (35) days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety of equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Sureties eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit.

Any escrow agreement entered into shall contain the following provisions:

(a) The amount of surety to be deposited;

(b) The terms and conditions of conversion to cash in case of default of the Contractor; and

(c) The termination of the escrow upon completion of the contract.

7-3.3 Delivered Materials.

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

SECTION 8 – FACILITIES FOR AGENCY

8-1 GENERAL.

The following is hereby added to this Subsection 8-1 of the Standard Specifications:

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so provided by the Contractor for his own personnel.

SECTION 9 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of BELL GARDENS and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, "Latest Edition and Supplement".

Los Angeles County Public Works Department – Greybook and all plans except those modified or replaced by City Standards.

Los Angeles County Waterworks District - Applicable water.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

Standard Specifications - The latest edition of, and applicable amendments to, the "Standard Specifications for Public Works Construction (SSPWC)."

California Manual on Traffic Control Devices (CA-MUTCD), "Latest Edition".

SECTION 400 – PROTECT AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Reallocations, repairs, replacements, or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

400-2 PERMANENT SURVEY MARKERS.

The following is added after the first paragraph of this subsection of the Standard Specifications:

The Contractor shall reset distributed monuments and provide a Corner Record Survey filed with the County Surveyor and City engineer. Corner Record Surveys shall be completed by a Surveyor licensed in the State of California to practice surveying.

SECTION 402 - UTILITIES

402-1 LOCATION.

The agency did not perform any utility investigation. The Contractor shall be responsible to contact USA to mark all utilities and shall conduct this operation to protect all marked utilities in place. Any damaged utility line shall be repaired at the contractor's sole expense. The price for protecting all utilities in place shall be considered as paid for in the various Bid items and no additional compensation shall be allowed thereafter

SECTION 600 – ACCESS

600-1 GENERAL.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access. Vehicular access to the property shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

600-2 VEHICULAR ACCESS.

There are some driveways that require replacement in order to be American with Disabilities Act (ADA) compliant. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

Under situations of driveway closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow

pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the Agency.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

This subsection is added to section 600-1 of the Standard Specifications:

Street closures will not be allowed except as specifically permitted by the Engineer.

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed written plan for traffic control and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES.

601-3.6 Channelizing Devices.
601-3.6.1 General.

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary traffic channelization shall be accomplished with barricades, K-rail sections or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finished pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

601-3.7 Traffic Sign Enhancement Devices.
601-3.7.1 General.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor, and deduct same from the next progress payment

601-5 TRAFFIC LANE WIDTHS AND CLEARANCES.

601-5.2 Lane Widths.

601-5.3 Clearances.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

SPECIAL PROVISIONS

PART 2 – BID ITEM DESCRIPTIONS

FOR

HSIP CYCLE 11 - INTERSECTION IMPROVEMENTS
C.I.P. No. 3936

IN THE CITY OF BELL GARDENS

All Bid Items shall be in accordance with the Greenbook Standard Plans and Specifications for Public Works Construction (SPPWC & SSPWC), Latest Edition including supplements, State of California (Caltrans) Standard Plans and Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

Bid Items No. 1 – Provide Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsections 5-7, 600 and 601 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones" published by the Department of Transportation, State of California, and Manual on Uniform Traffic Control Devices (CA-MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

1) 5 feet to any excavation,
2) 2 feet to curbs or temporary concrete barriers,
3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

Within ten working days after the date of the Agency's execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary "NO PARKING" signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The "NO PARKING" signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in

the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.
Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute two (2) "Public Notice" to each residence and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours prior to the start of work on a specific section of the street. A sample copy of the notice must be approved by the City. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the gate or front door knob. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area. Notices shall be in English and Spanish languages.

The Contractor shall also coordinate with the street sweeping, trash disposal, Bell Gardens Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours (one working day) of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars ($100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 5-7 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 601 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a California Licensed Traffic Engineer and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators
6. Lighting, for nighttime work.

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to “California Manual on Uniform Traffic Control Devices”, CA-MUTCD.
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City of Bell Gardens prior to beginning any removals.

The Contractor shall cooperate with the City of Bell Gardens relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs as shown on traffic control plans and as specified by the City of Bell Gardens.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety. All temporary pedestrian crossings shall be in compliance with the latest Americans with Disabilities Act design standards and supplements.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route

shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying paving past intersecting roads, traffic shall be controlled as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 3/4 inches. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall be not less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed I units if candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

Dry Reflective Value

Angle of Incidence	4º	5º	30º
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the once shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such that the traffic cone will remain in an upright position. Lighted flashers and lighting shall be provided additionally for nighttime.
The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for **Traffic Control** shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for providing and maintaining safe traffic control including all temporary signs, striping and delineation, preparing and providing traffic

control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Bell Gardens; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

Bid Item No. 2 – Remove Existing Advertising Panel from Bus Shelter

This Bid Item shall include all labor, material and equipment required to remove, haul away and properly dispose of existing advertising panel from the ends of the bus shelter. Contractor shall salvage the existing panel and return to city. Removal of existing panel as shown on the Contract Drawings and shall conform to the Standard Specifications for Public Works Construction. Panels indicated to be salvaged per plan should be removed and stored in the City's yard.

Payment for **Remove Existing Advertising Panel from Bus Shelter** shall be at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements, furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, backfill, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 3 – Place Chip Seal Medium with 3% Latex

SECTION 203-3 – EMULSION - CHIP SEAL

*203-3.*1 General

Materials shall conform to Subsection 203-3 of the Standard Specifications, except as modified herein. Chip seal aggregate shall be medium per subsection 200-1.2.2.2, unless otherwise indicated on the plans or in these specifications. The amount and type of accelerator used shall be approved by the Engineer.

Emulsified asphalt shall be PMCRS-2h

Prior to a change of emulsion, Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two applications.

Contractor shall schedule and coordinate the delivery of aggregate to the stockpile(s) such that: (1) deliveries originate at the plant and arrive at the stockpile site within normal work hours on the same calendar day, (2) delivery site and project name are explicitly state on each delivery ticket, (3) successive deliveries on the same calendar day show the cumulative total for that day, (4) copies of all delivery tickets are delivered to the Engineer before the end of the working day, whereas any delivery tickets not so delivered may be rejected be the Engineer. Any deviation from this process must have the prior approval of the Engineer.

203-3.5 Test Reports and Certification. A certification of material compliance shall be

provided at least 48 hours prior to delivery of emulsion to the project.

Testing shall be accomplished by an accredited materials testing laboratory approved by the Engineer and paid for by the Contractor. Tests performed shall provide values corresponding to all parameters set forth in the table of requirements for the materials specified.

SECTION 302 – ROADWAY SURFACING

302-2 CHIP SEAL

302-2.2 Materials

Emulsified asphalt shall be PMCRS-2h
Aggregate shall be medium per subsection 200-1.2.2.2

302-4.5 General. Transit mix trucks shall not be used.

Contractor shall arrange with the City for appropriate areas for stockpiling and batching. The stockpile areas shall be thoroughly cleaned, removing all excess material and all material contaminated by spilled oil, and left with a neat, orderly appearance upon completion of chip seal operations in that area.

All trucks which the Contractor proposes to use that exceed the legal load limit will be required to have overweight permits from the Agency.

Prior to the beginning of chip seal operations, Contractor shall furnish, at no cost to the Agency, a current licensed weigh master's certificate indicating the net weight capacity of the aggregate bin.

Contractor shall supply the Engineer with licensed weigh master's certificates of weights for all aggregate delivered to the job during the course of each day. Aggregate so certified as being delivered for use in the contract shall be used only in the chip seal mixture for this contract. Contractor shall also present weigh master's certificates for the amount of such aggregate remaining unused at the completion of the contract at no cost to the Agency. Payment shall be determined by deducting the amount of unused aggregate from the total amount of aggregate delivered, all as shown on the licensed weigh master's certificates. The certificates shall be presented to the Engineer on the same day the aggregate is delivered.

Water (excluding that water in the emulsified asphalt) shall be added at a rate of from 5 to 10 percent by weight of dry aggregate to ensure proper dispersion of the emulsified asphalt and proper workability, while (1) avoiding excess water which would allow separation and settlement of the aggregate, (2) avoiding insufficient water which would result in balling and coagulation in the mixer, and (3) permitting uncontrolled vehicular traffic as specified herein. The exact rate will be determined by the Contractor based upon field conditions subject to approval of the Engineer.

302-2.6 Application

302-2.6.1 General. The first paragraph of Subsection 302-2.6.1 of the Standard Specifications is hereby deleted and replaced with the following:

The work shall consist of preparation, mixing asphaltic emulsion, aggregate, accelerator and water, and spreading the mixture on the pavement where shown on the plans.

Medium chip seal shall be applied at an approximate rate of 1,100 square feet per extra long ton.

Actual spread rates shall be approved by the Engineer.

302-4.3.1.1 Preparation. Prior to application of the chip seal, all cracks ¼ inch wide or greater shall be cleaned by blowing out debris with high pressure compressed air and the surrounding area shall be swept the same day. See following Section on Crack Sealing.

All isolated holes and spalls greater than 12 inch in width shall be skin patched and filled with AC F-AR-4000 compacted flush with existing surface.

Preparation shall include protection of pavement markers, manhole and valve covers, trimming of interfering trees, shrubbery and ground growth, removing trimmed vegetation, controlling nuisance water, and sweeping. Immediately prior to chip seal application, the surface shall be cleaned of dust, dirt and other foreign material.

Manhole covers, utility vaults and the surfaces of other utility facilities, survey monuments and benchmarks, shall be covered using a material approved by the Engineer. The cover material and application procedure shall not result adherence of the chip seal nor in stripping of the chip seal from the adjacent roadway pavement.

Contractor shall protect existing raised pavement markers, vault covers, manholes, valve box covers by means approved by the Agency prior to the commencement of any chip seal application.

Chip seal on each street should be spread from projection of curb/gutter line of crossing street.

Chip seal shall not be applied over any manhole, valve, survey monument, or miscellaneous frames and covers. Any material used to protect such devices shall be removed and disposed of lawfully by the Contractor.

302-2.5 Temporary Traffic Control. The spreading schedule shall list the street segments in order of proposed application and denote which segments are to be completed each day.

The first paragraph of Subsection 302-2.5 of the Standards Specifications is hereby amended with the following:

At least 7-working days prior to commencing work, the Contractor shall submit this chip sealing schedule to the Engineer for approval. This schedule shall allow ample on-street parking within a reasonable distance from homes and businesses for people affected by the chip seal work on the streets. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours (2 working days) prior to the scheduled chip seal of the streets involved.

Temporary "No Parking" signs shall be posted at least 48 hours, but no more than 72 hours, in advance of the work. The signs shall be placed no more than 240 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of the signs. All signs shall be removed within 48 hours after the effective date. No signs shall be attached to trees, buildings, boxes, etc. in the right-of-way. Temporary traffic cone posts shall be used.

Failure of the Contractor to meet and complete his daily schedule due to conditions under his control once a street has been posted and the aforesaid time provisions for changes in the schedule have elapsed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impractical and extremely difficult to determine. For each day the Contractor fails to meet and complete the schedule after posting and after the aforesaid time provisions for changes in the schedule have elapsed, the Contractor shall pay to the Agency, or have withheld monies due to him the sum of five hundred dollars ($500) as liquidated damages for each calendar day.

In addition, the Contractor shall hand deliver a public notice to all adjacent residents and businesses affected by the work at least 48 hours (2 working days) in advance of the application of chip seal.

Contractor shall provide barricades and other traffic control devices as necessary to eliminate traffic on areas of fresh chip seal that might sustain damage from such traffic.

Whenever striping is obliterated, temporary reflective raised pavement markers shall be placed prior to the end of the working day that the striping is obliterated. The minimum striping delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be double yellow for the centerline and white for the lane line.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive which shall not be used.

302-2.6.1 Spreading. The second paragraph of Subsection 302-2.6.1 is hereby amended with the following:

Chip seal shall be placed only when the ambient temperature is rising and the weather and air is dry. No chip seal shall be placed during inclement weather or the threat of. Contractor will bear the responsibility of cancellation of work on these days and will be

responsible for any damages which may arise from non-cancellation. The Contractor will be responsible for making corrective measures as necessary for removing and replacing any sealed surface that does not cure sufficiently within five days to prevent tire tracking. The weather and air of the day prior to beginning of chip sealing shall have been dry and above 50 degrees Fahrenheit.

Each chip seal crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing person, a competent driver, and sufficient laborers for any handwork and cleanup.

Prior to commencement of work, Contractor shall perform test sections for review and approval by the Engineer. The area of the test sections shall be at least 5,000 square feet. The section locations shall be in the area of the work, to be specified prior to construction. In no case will the Contractor begin operations until the test sections have adequately cured and he has received written approval by the Engineer. The approved mix design and test section shall be considered the standards for the operation.

No chip seal shall be placed on a wet street or crossing without the Engineer's consent.

In areas with existing asphalt berms, the chip seal application shall include the entire berm.

Intersections and commercial driveways shall be completed in two parts to allow ingress and egress to traffic. Sand may be spread over the fresh chip seal only with the permission of the Engineer.

The cost of cleanup and/or damage caused by vehicles tracking through the chip seal will be born solely by the Contractor.

All chip sealed streets shall be swept by power broom six (6) days after spreading.

Crack Sealing (Not a Bid item)

¼" wide cracks and larger shall be cleaned by hot air blowing to provide intact bonding surfaces which are free of moisture and debris. After the cracks have been properly cleaned, they shall be sprayed with an approved soil sterilant, and then filled with SS-1H asphaltic emulsion and sanded. Cracks and pop-outs **larger than 1" wide** shall be sealed with a D2-SC-800 stockpile mix.

Measurement and Payment. The first paragraph of Subsection 302-2.11 of the Standard Specifications is hereby deleted and replaced with the following:

The contract unit price per **Extra Long Ton (ELT)** shall include full compensation for furnishing and installing emulsion polymer as specified, accelerator or retardant and water, and all preparation, traffic control, temporary striping delineation, rubber tire rolling where specified, and other incidentals described in the work and no additional compensation shall be allowed thereof.

Bid Item No. 4– Construct Stamped Concrete Median Pavement

This Bid Item shall include all labor, material and equipment required to place concrete pavement for the project. Concrete Median Pavement shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete pavement shall be a minimum 4" thick per the Standard Plans for Public Works Construction 112-2 and 113-2.

Concrete pavement shall be constructed to the line, grades and designs shown on the plans. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for concrete median pavement shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for **Construction of Stamped Concrete Median Pavement** shall be paid for at the contract unit price per **Square Foot (SF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 5– Construct Concrete Median Curb

This Bid Item shall include all labor, material and equipment required to place concrete curb for the project. Concrete curb shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.3.3 of the Standard Specifications for Public Works Construction.

Concrete median curb shall be per Standard Plans for Public Work Construction, Standard Plan 120-3 type C1-6(150) locations and size per plans, or to match existing per City Engineer's instruction.

The contractor shall dowel the new concrete median curb into the existing AC pavement in a vertical direction, with No. 4 bars of 10-inch in length to existing AC pavement. The contractor shall drill holes in the existing AC pavement. with 18" spacing on center and install High Strength Epoxy Tie Adhesive bars in the holes.

Concrete median curb shall be constructed to the line, grades and design shown on the plans or as ordered by the City Engineer. The Contractor shall remove and replace any new concrete work with graffiti markings, tie marks, shoe marks, and blemishes at no

additional cost to the City.

Payment for concrete curb shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for **Construction of Concrete Median Curb** shall be paid for at the contract unit price per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, doweling, forming, pouring, finishing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 6 – Remove Existing Sign and Post

This Bid Item shall include all labor, material and equipment required to remove existing sign and post.

Payment for **Remove Existing Sign and Post** shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements. Furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly storing, protection of facilities, backfill, grading, sub-grade compaction, restoration and incidentals for accomplishing the work complete and in place and no additional compensation will be allowed.

Bid Item No. 7 – Furnish and Install New Sign and Post

This Bid Item shall include all labor, material and equipment required to install new sign and post. New signs shall be installed using metal posts set at a minimum of 30-inch depth minimum12-inch square PCC, except as specified otherwise, the metal post shall be “kick-punch.” The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

All signs facing shall be manufactured of Diamond Grade Fluorescent VIP Sheeting. All signs shall have a graffiti film coating.

The date of installation of a sign is to be embossed on the back of the sign and shall be considered as the start of the warranty period. “Property of Bell Gardens” should also be embossed on the back of the sign.

No signs will be allowed on traffic signal poles, unless otherwise shown on the plans or as directed by the City Engineer. Contractor shall remove, replace, or install signs mounted on traffic signal mast arms as directed by the City Engineer.

All signs placed within the public right-of-way shall be installed using the following guidelines:

No signs shall be placed on wood poles at anytime.

Larger (wide) signs shall be mounted on top of a sign combination.

No sign shall have an outside edge closer than one foot (1') to the back of the curb.
Bottom of sign shall be at seven-foot (7') minimum over sidewalk.

Sign panel facing shall be perpendicular to approaching traffic unless otherwise specified by the Engineer.

Sign post shall be 12 feet channel type.

Signs shall be mounted on posts in a good workmanship manner using metal hardware suitable for the type of installation made.
Installation materials shall be of stainless steel and theft proof.

Signs shall be kept a minimum distance of fifteen feet (15') in from of trees, power poles, etc. Signs shall be kept far away from trees so that tree growth will not obstruct the visibility of the traffic sign.

The contractor shall obtain approval from the City Engineer for the location of any signs that may be unclear or questionable.

Sign posts shall be installed eighteen inches (18") behind curb face. Sign posts installed within the sidewalk must maintain a minimum of four-feet (4') horizontal clearance for pedestrians.

All signs shall be standard size and reflectorized color as specified in the California Manual on Uniform Traffic Control Devices (California MUTCD) latest edition, unless otherwise shown on the plans.

All new signs and posts shall be anti-graffiti coated.

Marker and delineators shall conform to the provision in Section 82, "Markers and Delineators."

Payment for **Furnishing and Installing New Sign and Post** shall be at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements. Furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, footing properly storing, protection of facilities, backfill, grading, sub-grade compaction, restoration and incidentals for accomplishing the work complete and in place and no additional compensation will be allowed.

Bid Item No. 8 – Remove Existing Sign and Place New Sign on Traffic Signal Pole

This Bid Item shall include all labor, material and equipment required to remove existing sign on street light pole and replace it with a new sign on traffic signal pole.

All signs facing shall be manufactured of Diamond Grade Fluorescent VIP Sheeting. All

signs shall have an anti-graffiti film coating.

The date of installation of a sign is to be embossed on the back of the sign and shall be considered as the start of the warranty period. “Property of Huntington Park” should also be embossed on the back of the sign.

All signs placed within the public right-of-way shall be installed using the following guidelines:

No signs shall be placed on wood poles at any time.

Larger (wide) signs shall be mounted on top of a sign combination.

No sign shall have an outside edge closer than one foot (1’) to the back of the curb.

Bottom of sign shall be at seven foot (7’) minimum over sidewalk.

Sign panel facing shall be perpendicular to approaching traffic unless otherwise specified by the Engineer.

Signs shall be mounted on traffic signal pole in a good workmanship manner using metal hardware suitable for the type of installation made.

Installation materials shall be of stainless steel and theft proof.

Signs shall be kept a minimum distance of fifteen feet (15’) from trees, power poles, etc. Signs shall be kept far away from trees so that tree growth will not obstruct the visibility of the traffic sign.

All signs shall be standard size and reflectorized color as specified in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) latest edition, unless otherwise shown on the plans.

All new signs and posts shall be anti-graffiti coated.

Payment for **Remove Existing Sign and Place New Sign on Traffic Signal Pole** shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for complying with the above requirements. Furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly storing, protection of facilities, backfill, grading, sub-grade compaction, restoration and incidentals for accomplishing the work complete and in place and no additional compensation will be allowed.

Bid Item No. 9 – Sawcut and Remove Existing Concrete Curb or Curb & Gutter

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete curb and/or curb and gutter, 24 inches-wide strip of AC pavement or Concrete pavement for forming, base, sub base, native soil and all existing improvements to provide clear area for

construction of new curb and/or curb and gutter. Removal of concrete curb and/or curb and gutter as shown on the Contract Drawings and as directed in the field by the Engineer, shall conform to Subsection 401-3.2 of the Standard Specifications for Public Works Construction. Work shall also include replacement of any removal or damaged 3”-4” diameter drainpipe.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete curb and/or curb and gutter is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete curb and/or curb and gutter shall be to the lines shown on Plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Removal of 24 inches-wide strip of AC pavement along the concrete curb and gutter for forming is included in this removal bid item and no additional compensation will be allowed.

Payment for **Sawcutting and Removal of Existing Concrete Curb or Curb & Gutter** shall be paid for at the contract unit price per **Linear Foot (LF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 10 - Sawcut and Remove Existing Concrete Median Pavement

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete median pavement and sub-grade compaction. Removal of concrete median pavement as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 401-3.2 of the Standard Specifications for Public Works Construction.
Sawcutting shall be accomplished by the use of a power-driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete median pavement is constructed. Generally, sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete median pavement shall be to the lines shown on Plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

This item shall include root clearing and/or tree root removal of the sections immediately adjacent and underneath sidewalk in order to bring new concrete median pavement to final finish grade. Full compensation for root clearing and tree root removal shall be included in the unit price of concrete median pavement and no further compensation

shall be made.

Payment for **Sawcutting and Removal of Existing Concrete Median Pavement** shall be paid for at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 11 – Traffic Signing, Striping, Markings, House Address and Curb Painting

Traffic Signing, Striping, Markings, and curb painting as shown on Contract Drawings shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Sections No. 82, 84 and 85 (CALTRANS) and also as modified below.

Traffic stripes, pavement markings of arrows, symbols, numbers and words, shall conform to the California Department of Transportation Standard Specifications: **Section 84-2 Traffic Stripes and Pavement Markings, latest edition.**

For existing striping or markings shown to be replaced outside of new pavement area and on existing concrete surface, Contractor shall remove by wet sandblasting only all existing striping/legends/markings. Raised dots and markings shall be removed by grinding.

Prior to project grinding and removal work, Contractor shall video all existing markings, painting and pavement devices for use in carrying out this Bid Item.

Raised pavement markers other than blue hydrant markers shall conform to the California Department of Transportation Standard Specifications Section 85, current edition, and shall be of type as called for on the plans.

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the City of Bell Gardens.

Painted and raised pavement marker removal shall conform to Section 85 of the Caltrans Standard Specifications, current edition. All residue remaining as a part of the removal operations shall be removed from the site.

Layout shall be approved, in writing, by the Engineer prior to painting stripes, curb painting and markings.

Pavement striping and markings are per Caltrans Standard Plans.

Markings, as used in these Specifications, include both lines and miscellaneous markings applied to the pavement surface, painting of red curb and the installation of

raised pavement markers. Materials and installation for painted and raised pavement markers shall conform to Section 84 and 85 of Caltrans Standard Specifications, current edition.

The Contractor shall provide cat tracking for the centerline and lane lines the same day, following paving operations. Reflectorized “chip seal tabs” may be used in lieu of painted cat tracking.

The contractor shall apply a second coat of paint after a minimum of three days.

For house addresses, the contractor shall repaint existing residential house addresses within the project limits. The color of paint shall be white field with numbers in black on the new curb in front of each residence. Numbers shall be four (4”) inches in height, two and one-half (2 ½”) inches in width with a stroke width of approximately three-fourths (3/4”) inch.

The house number shall be centered on a six-inch (6”) by sixteen-inch (16”) rectangular background for house numbers. There should be a border of two inches (2”) all around and city and city logo.

House numbers shall be conventional block design with a vertical axis (not slanted). “Threes (3)” shall be rounded, not flat, on top. “Four (4)” shall be closed at the top. “Nines (9)” shall be inverted sixes (6”). “Ones (1)” shall be vertical line with a line to exceed one-half (1/2”) inch.

Place Raised Blue Reflective for Fire Hydrant

The contractor shall replace any missing or damaged Two-Way Blue Reflective Fire Hydrant Raised Pavement Markers within the project limits, ensuring they are properly installed and fully operational. Two-Way Blue Reflective Fire Hydrant Raised Pavement Markers installation shall conform to the Standard Specification Sections 314-3.1 and 314-5.1 to 314-5.5 and shall be in accordance with the Caltrans Traffic Manual Section 6 “Markings” for each fire hydrant.

Payment for **Traffic Signing, Striping, Markings, House address and Curb Painting** shall be at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing all labor, materials (including adhesives, glass beads, and paint), tools, equipment and incidentals necessary to perform all work, involved in, or appurtenant to the installation of pavement striping, raised reflective pavement markers, painting curbs, blue markers, including removal and installation of traffic signs and posts as indicated, complete in place for the width specified, and pavement markings of arrows, symbols, numbers and words , as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 12 – Furnish and Install Public Improvement Project Signs

The Contractor shall supply, erect, and maintain, in good standing free of graffiti markings, public improvement project signs for the duration of construction according to

the specifications set forth below. A scaled layout of the sign shall be submitted to the City Engineer for approval prior to fabrication. The sign is illustrated in Appendix "C".

Size: 4 feet by 4 feet sheet plywood mounted on posts with a 7 feet clearance above ground level.

Materials: 3/4-inch (exterior type) plywood (C-C EXT-DFPA grade).

Support: 4-inch by 4-inch by 11 feet posts.

Mounting: Frame shall be constructed using 2 inches by 6 inches by 8 feet skids centered on each post and a 2 inches by 4 inches by 5 feet 6 inches 60 degree brace for each skid and a 2 inches by 6 inches cross-strut between the bottom of the posts all of bolted construction. Plywood panel shall be mounted using 1/2 inch by 8 inch carriage bolts at 24 inches (maximum) on center.

Paint: Panel Face: Three coats outdoor enamel (sprayed) Panel Rear and Frame: Two coats outdoor enamel (sprayed).

Color: Stark white background and blue lettering.

Lettering: Silkscreen enamels, Helvetica medium.

Covering: 1/4 inch clear plastic.

Location: The signs shall be placed at each end of the street that work is being constructed on. If various locations of work are included, the signs will be moved by the Contractor per the AGENCY's schedule.

Disposition: After the Notice of Completion is issued, the sign shall become the property of the AGENCY, and the Contractor shall deliver the sign to the Public Works Facility at no expense to the AGENCY.

Payment for **Furnish and Install of Public Improvement Project Signs** shall be based on **Each (EA)** Unit Price basis and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved, including delivery of the signs to the Public Works Facility at the end of the project.

Bid Item No. 13 – Construction Survey, Staking, Re-establish Survey Monuments and Centerline Ties

It shall be the responsibility of the Contractor to supply any and all construction surveying and staking required. All surveying shall be performed under the direct supervision of a California Licensed Land Surveyor or a Civil Engineer duly licensed to perform land surveying.

It is the Contractor's responsibility to Re-establish Survey Monuments and Centerline ties as disturbed in the field and shall conform to Standard Specification for Public

Works Construction Section 309 and as modified below. All work done on monuments shall be recorded and copies thereof filed with the City of Bell Gardens Engineer and the County Surveyor. This work will include all reestablishment of all monuments that are disturbed through the course of completing this project.

A corner record survey shall be completed and filed with the County of Los Angeles Surveyor for each survey monument that the Contractor resets. A copy of each corner record shall be provided to the City of Bell Gardens after filing with the County.

Construction Staking consists of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a land surveyor or professional engineer licensed in the State of California. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Construction Staking shall conform to the Standard Specification Section 3-10. Work under this Section includes, but is not limited to, the following:

1. Establish and maintain horizontal and vertical control points from City of Bell Gardens-supplied benchmarks and baselines.
2. Establish temporary benchmarks.
3. Layout of all work.
4. Construction staking for earthwork and paving work required on the project.
5. Control, staking, and grade checking for all earthworks.
6. Control for construction of reinforcing steel, concrete work, and structural steel work.
7. Maintain records on reproducible contract drawings (ASCII points file) of as-constructed locations of project components and features during the course of the project.

The City of Bell Gardens reserves the right to check the accuracy of Contractor's survey measurements and calculations. Regardless of whether or not the City of Bell Gardens exercises this right, the requirements for Contractor accuracy and adequacy will not be waived.

Copies of all completion survey notes, and other data shall be furnished to the City of Bell Gardens prior to beginning work that requires their use.

Prior to completion of Project and when requested by the City of Bell Gardens, Contractor shall submit a copy of project drawing and certificate signed by California Registered Land Surveyor or Professional Engineer as applicable, that elevations and locations of Work are in conformance with Contract Documents.

Contractor shall set permanent monuments and file “Record of Survey Map”. The contractor shall be responsible to maintain a complete and accurate log of control and survey work as it progresses.

Contractor shall field verify locations of survey control points prior to starting any work on the Project Site. Contractor shall establish and submit to the City of Bell Gardens any temporary control points as necessary due to construction activity. The Contractor shall notify the City of Bell Gardens of any discrepancies discovered and resolve prior to starting any work.

The Contractor shall lay out work from the City Engineer's established control points, baselines, ranges and gauges and shall be responsible for all measurements in connection therewith. Furnish, at Contractor's expense, all stakes, templates, platforms, equipment, range markers, and labor as may be required in laying out any part of the Work from the points and lines established by the City of Bell Gardens. The Contractor will be held responsible for the execution of the Work to such lines and grades as may be established or indicated by the City Engineer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Surveyor/Engineer retained by the Contractor until authorized to remove them. If such marks are destroyed by the Contractor or through negligence prior to their authorized removal, they may be replaced by the City of Bell Gardens. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

Surveying shall conform to methods, procedures, and requirements of the Caltrans Survey Manual. Contractor shall set finish grades at a maximum of 25-ft. intervals for dirt, 25-ft. intervals for rock and at all grade breaks. Contractor shall establish or reestablish baselines and field control points as necessary and provide all basic site engineering to assure accurate locations and elevations for construction. It will be Contractor’s responsibility to verify location and elevation of existing structures and utilities as required for new work.

Control datum for survey may be indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent reference points during construction and provide record of survey for replacement at record monument. The Contractor shall report to the City of Bell Gardens loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. There will be no changes without prior written notice to the City of Bell Gardens.

Payment for **Construction Survey** shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing labor, materials, equipment and removal after construction, and no additional compensation will be allowed therefor. Contractor shall submit electronic files of surveys conducted for Progress Payments with each Pay Request.

Bid Item No. 14 – Provide Material Testing as Directed by the Engineer - Allowance

This Contract provides an allowance of up to $4,000 (includes actual cost plus 15% overhead of Contractor) for a geotechnical and soil compaction testing, concrete testing and AC density test (field work, office work and AC batch plant inspection). The Testing/Geotechnical Engineering Firm shall be headed by a California Registered Geotechnical Engineer and shall be approved by the City Engineer prior to start of soil and pavement testing tasks.

All required AC and Soil tests shall be performed per City Engineer requests. All such work required by the City Engineer will be paid by the City to the Contractor on the submittal and approval of invoices of the firm retained by the Contractor plus 15% charge for Contractor supervisorial costs.

Mobilization and Demobilization (NOT A BID ITEM)

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all nonworking days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Compensation for mobilization shall be included in the other items of work and no additional compensation will be allowed.

All Other Items of Work (NOT A BID ITEM)

Compensation for all other items of works that are not identified shall be included in the other items of work and no additional compensation will be allowed.

APPENDIX "A"

LIST OF STANDARD PLANS

LIST OF STANDARD PLANS

Plan No.	**Description**
Standard Plans for Public Works Construction:	
SPPWC 120-3	Curb and Gutter – Barrier

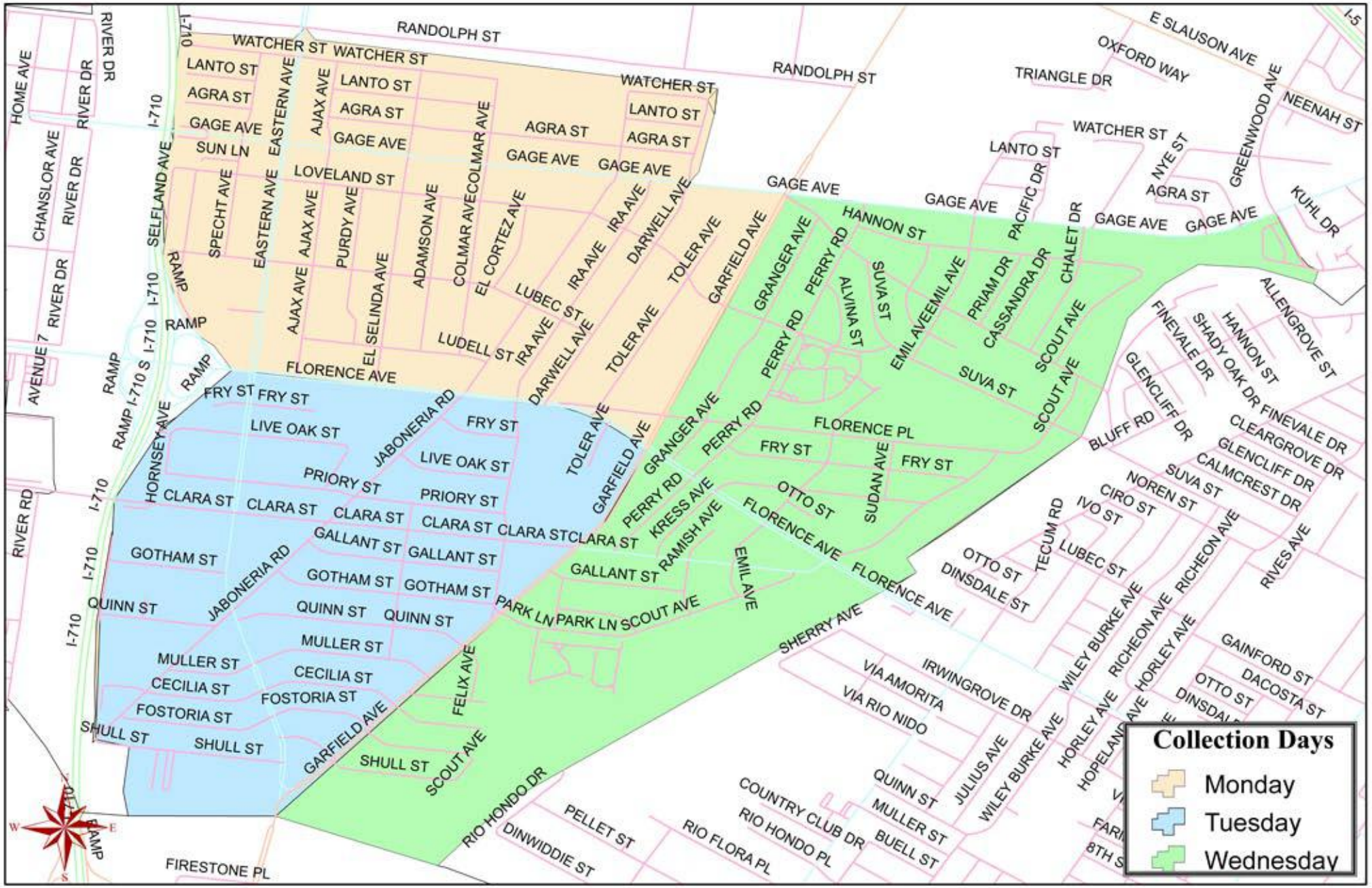
CALTRANS Std. Plan No.	**Description**
A20A, A20B	Pavement Markers and Traffic Lines
A24C, A24D	Pavement Markings – Symbols, Numerals
A24F, A24G	Crosswalks, Limit and Yield Lines

APPENDIX “B”

TRASH COLLECTION SCHEDULE

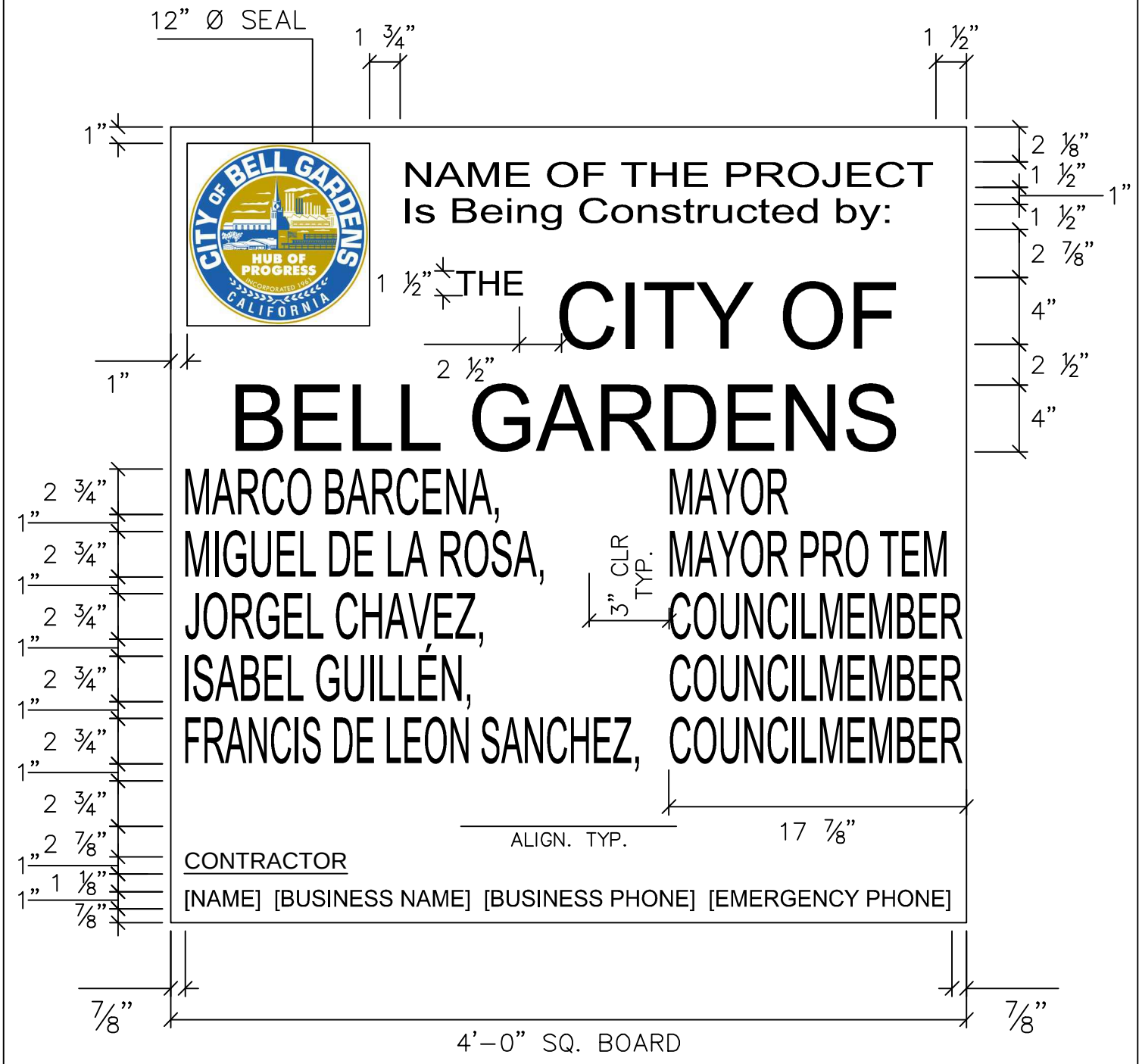
Athens Services
Waste Collection • Recycling • Transfer • Disposal • Street Sweeping

Bell Gardens - Residential Service Collection Days



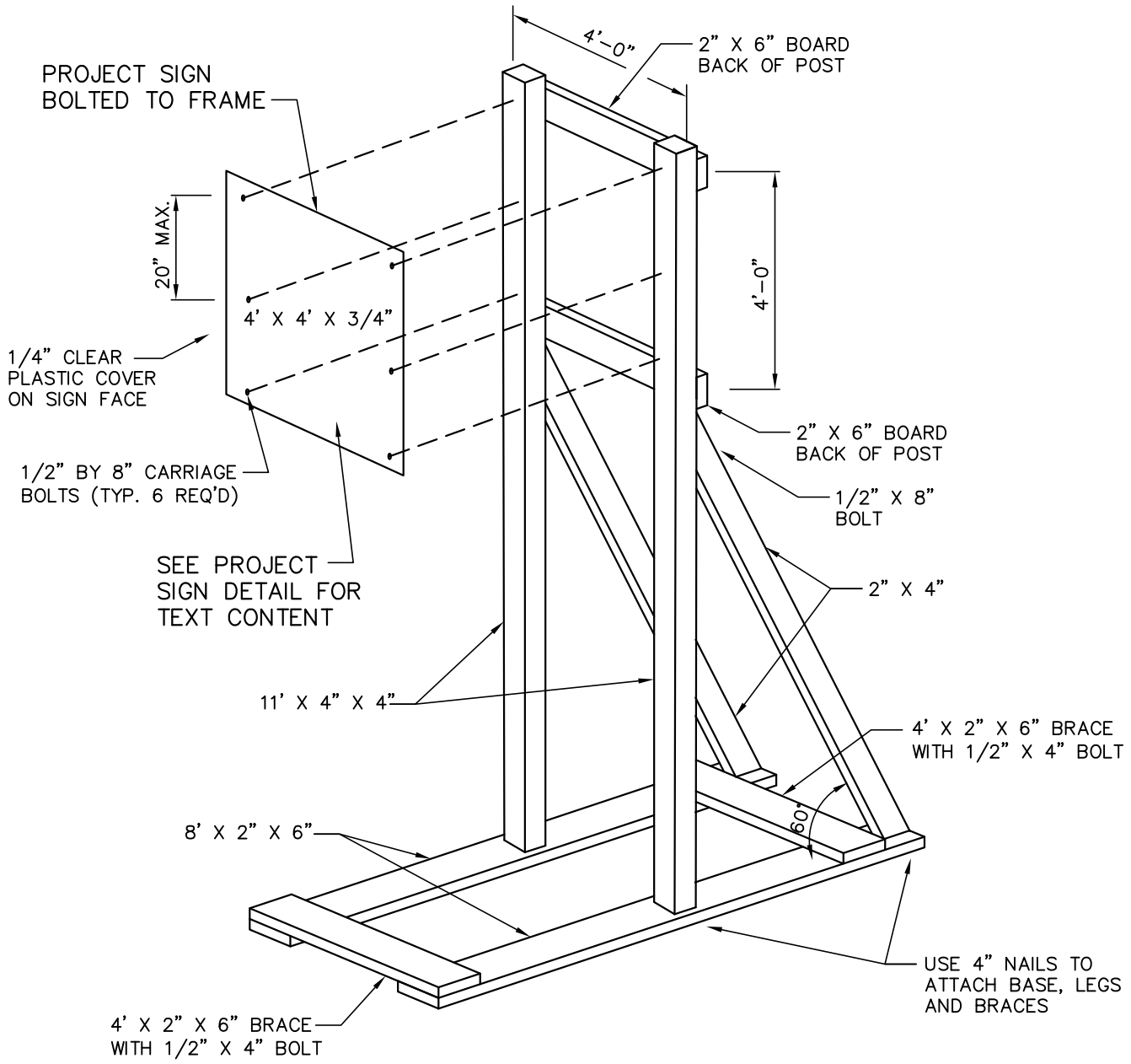
APPENDIX “C”

PUBLIC IMPROVEMENT PROJECT SIGNS



SIGN LETTERING DETAIL

NO SCALE



PUBLIC IMPROVEMENT SIGN MOUNTING FRAME

NO SCALE