CITY OF LONG BEACH

Department of Public Works
411 West Ocean Boulevard, 5th Floor Long Beach, CA 90802
(562) 570-6383

October 21, 2026

ADDENDUM NO. 2

PLANS AND SPECIFICATIONS NO. R-7259
PALO VERDE AVENUE PEDESTRIAN BRIDGE SIGN PROJECT
IN THE CITY OF LONG BEACH, CALIFORNIA

NOTICE TO HOLDERS OF PLANS AND SPECIFICATIONS

Please note the following changes, clarifications and additions:

1. **SPECIFICATIONS**

Division A Notice Inviting Bids

CALIFORNIA WAGE RATE REQUIREMENTS: This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the work. Copies of the prevailing rate of per diem wages are on file in the office of the City Engineer, 5th Floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802. The Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the work not less than the prevailing rate of wages needed to execute the contract. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website http://www.dir.ca.gov/dlsr. This project will be subject to the 2026-2 prevailing wage rate, as determined by the Director of the Department of Industrial Relations for the State of California. Bidders are directed to Section 7-2, "Labor," of the Standard Specifications, and to Division H, Subsection 7-2.2, "Prevailing Wages," for requirements concerning payment of prevailing wages, payroll records, and hours of labor.

Division H General Requirements

7-2.2 Prevailing Wages.
CALIFORNIA WAGE RATE REQUIREMENTS: Contractor agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. If there is a difference between the general prevailing wage rates determined by the director of the Department of Industrial Relations and the applicable minimum wage rates

determined by the Secretary of Labor (for federally assisted projects) for similar classifications of work, the Contractor and its subcontractors of every tier shall pay their workers not less than the higher wage rate.

In all bid specifications, contracts and subcontracts for any such Public Work, Developer shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The awarded contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1776.

This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5th floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website http://www.dir.ca.gov/dlsr. This project will be subject the 2026-2 prevailing wage rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Contractors are required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

7-18 Public Safety

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic. Control dust resulting from the work, inside and outside the right-of-way.
Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary barrier system, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with Caltrans 2024 Standard Specifications Section 12-1. Providing flaggers is included in the bid items of work involved.

At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Keep existing traffic signals and highway lighting in operation. Other forces within the Department will perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Except for work specified in Caltrans 2024 Standard Specifications Section 12, maintaining, and removing the covers on construction area signs is included in the bid items of work involved.

Install temporary illumination such that the illumination and the illumination equipment do not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workers and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, your vehicles and equipment must yield to traffic. Compensation for flaggers, used for all movement of workers and construction vehicles and equipment on or across lanes open to traffic, is included in the bid items of work involved.

Immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 25 days and not more than 125 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in compliance with the *California MUTCD* and any directions of the Engineer. Signs must comply with the dimensions, color, and legend requirements of the *California MUTCD* and Caltrans 2023 Standard Specifications Section 12-3.11 except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and concrete-curing water. Extend overhead

protection for pedestrians at least 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Provide railings, barricades and barriers between temporary pedestrian walkways and construction activities. Temporary pedestrian facilities must comply with the *California MUTCD*, Part 6, Chapter 6D, "Pedestrian and Worker Safety", as well as the current California ADA codes

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Contractor shall provide a temporary overhead covering system above the pedestrian path to protect against falling objects. Protection system should account for a continuous overhead protective surface supported by an appropriate framing system consisting of a rigid covering layer capable of shielding pedestrians from falling objects, such as decking or similar protective surfaces. In addition, contractor to provide supplemental netting or screening along exposed edges or work zones to contain smaller debris.

Where construction activities occur above active traffic lanes, the Contractor shall ensure that no falling objects can reach traffic below.

Lane closures, freeway closures may be used to eliminate exposure to overhead hazards. This is acceptable provided all overhead work with risk of falling objects is performed while traffic is not present below. No work involving suspended loads or falling object risk shall occur over open lanes without adequate protection

Where the Contractor proposes to perform work over active traffic lanes and cannot fully rely on closures, the Contractor shall provide a designed containment/protection system that prevents falling objects from reaching the roadway. The Contractor shall submit:

- Engineered shop drawings
- Structural design calculations
- Details demonstrating how the system protects traffic below

The protection system should account for a structural support system located beneath the bridge or work area. This should also include a continuous protective surface or deck capable of intercepting falling objects, including larger components associated with installation activities. Protection system to include framing and protective elements sufficient to protect

motorists from both small debris and larger falling items associated with the work. Contractor to coordinate protection approach with traffic control staging and clearly identify in submittals when traffic closures will be used and protective systems are required

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

Install temporary barrier system or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of temporary barrier system is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. Side slope where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Barrier or railing

Offset the approach end of temporary barrier system a minimum of 15 feet from the edge of an open traffic lane. Install the temporary barrier system on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary barrier system must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary barrier system.

Secure temporary barrier system in place before starting work for which the temporary barrier system is required.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

The City has prepared a bike detour plan exhibit as a guide for Contractor reference. See Division F for Temporary Traffic Control Bikeway Route 10 Detour Plan.

Contractor shall prepare a full traffic control plan for pedestrian/bike route closure including timelines for implementation during the project and for removal and restoration upon completion of the project. Traffic control plan shall be submitted to the Engineer for approval prior to start of any project work.

CONTACT: Before the Bid opening, prospective Bidders shall direct any communications regarding this Work to:

City of Long Beach, Department of Public Works
Project Management Bureau
5th Floor, City Hall
411 W. Ocean Boulevard
Long Beach, CA 90802
Attention: **Kimvy Nguyen / Natalie Gonzalez**
E-mail: Kimvy.Nguyen@psomas.com /Natalie.Gonzalez@longbeach.gov

Communications may be written or oral, but the City is not bound by any oral interpretation of the Contract Documents made by any City employee, nor does the City guarantee the accurate transcription of oral questions.

PREPARED BY: Kimvy Nguyen

ACKNOWLEDGED BY: _____
Company Name

_____ _____
Print Name Title

_____ _____
Signature Date

DIVISION A

NOTICE INVITING BIDS
FOR
PALO VERDE AVENUE PEDESTRIAN BRIDGE SIGN PROJECT

RECEIPT OF BIDS: Bids will be accepted on behalf of the City, Owner of the work, until 10:00 am on November 10, 2026 for Palo Verde Avenue Pedestrian Bridge Sign Project via the City's online portal https://longbeachbuys.buyspeed.com/ keyword Project R-7259.

MANDATORY PRE-BID CONFERENCE AND JOB-SITE WALK-THROUGH: The City will conduct a mandatory pre-bid conference to review bidding processes, Project Labor Agreement (PLA), at 9:00am on October 20, 2026. Prospective Bidders must attend this meeting.

The pre-bid conference will be conducted via Microsoft Teams. Prospective Bidders must attend this meeting. The meeting can be accessed online via the following link or by phone:

Palo Verde Avenue Pedestrian Overcrossing Bridge R-7259 Pre Bid Virtual Teams Meeting

Meeting ID: 244 616 748 949 827
Passcode: Dc2gm3DF

Dial in by phone
+1 951-344-4988, 984456970# United States, Riverside
Phone conference ID: 984 456 970#

PREBID QUESTIONS AND RFIs: All questions, including requests for interpretation or correction, or comments regarding the Contract Documents, must be submitted no later than October 27, 2026 at 5:00 p.m. Questions received after the pre-Bid question deadline will not be accepted.

The job-site walk-through will be conducted on site on **Tuesday October 20, 2026 at 11:30 a.m**. We will be meeting at cul-de-sac at E 5th St near Channel View Park. Job-site walk-through is mandatory. Prospective Bidders must also attend this meeting.

DESCRIPTION OF WORK: The work to be done consists of fabrication and installation of a gateway sign signifying the entrance to the City via 7th Street. The sign will be mounted on the Long Beach Bridge over 7th Street near Channel View Park, and will include LED lighting to illuminate the façade of the Long Beach letters. Bids are required for the entire Work.

LONG BEACH SMALL BUSINESS ENTERPRISE (LBSBE) PROGRAM: Bidders are advised that this project is subject to the City's Small Business (SBE), Very Small

Business, (VSBE), and Local Small Business (LSBE) Enterprise Program ("LBSBE Program") established by City Ordinance no. ORD 11-0010. A 10% combined SBE/VSBE/LSBE goal has been assigned to this project. See Division C and E of the Specifications.

PROJECT LABOR AGREEMENT (PLA): This work is covered by a Citywide Project Labor Agreement (PLA) entered into by the City of Long Beach with the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Unions. The PLA establishes the labor relations Policies and Procedures for the City, the Contractor and subcontractors awarded contracts for the work and for the craft persons employed by the Contractor or subcontractor while engaged in the work. See Division E of the Specifications for the applicable PLA.

CONTRACTOR'S LICENSE: The Contractor shall possess a valid California Class A Contractor license at the time of bid. The City may deem any Bidder who fails to possess the required license to be non-responsive at the time of bid opening.

MINIMUM QUALIFICATIONS: Please note that for this work, minimum qualifications Apply. Information concerning these requirements can be found in Division C of the specifications. Bidders are required to complete the Bidders Qualifications Form and submit as part of the Bid Package.

PLANS AND SPECIFICATIONS: Plans and specifications are posted on the City's website at the URL http://www.longbeach.gov/finance/business-info/purchasing-division/ on the "Bids/RFPs" tab and available for free download, however, you must be registered (registration is free and may be accomplished at the same URL) and logged in to view or download the documents.

BID SECURITY: Bidders must **scan and upload** with their bid documents, a certified check or bank draft payable to the City of Long Beach, drawn on a solvent bank in the United States of America, or a satisfactory bond in an amount not less than 10 percent of the bid. The **original** of the above instrument shall be submitted to the City Clerk in a sealed envelope and **must be received and time/date stamped by the City Clerk's Office no later than the time and date stated for receipt of bids.** The outside of the envelope shall clearly state "Bid Security for Specification R-7259 PALO VERDE AVENUE PEDESTRIAN BRIDGE SIGN PROJECT. DO NOT OPEN WITH REGULAR MAIL." The City Clerk's Office is located at 411 W. Ocean Blvd, 1st Floor, Long Beach, CA 90802. The bid security may be submitted through certified mail or in-person. Bidders may proceed directly to Window 12 without pulling a service ticket.

The bid security shall serve as a guarantee that the Bidder, if awarded the Contract, will execute, and deliver to the City, no later than 15 calendar days after the date shown on the "Notice of Award," the following items:

1. The Contract for doing the work, and

2. A corporate surety bond in favor of the City of Long Beach in an amount not less than 100 percent of the Contract price for the faithful performance of the Contract, and
3. A corporate surety bond in an amount not less than 100 percent of the Contract price for the payment of all labor and material claims, and
4. Evidence of required insurance coverage as written in Division H of the Bid Specifications.

Failure to submit the items noted above when specified may result in the City, in its sole discretion, declaring the bid security forfeited and depositing the same into the City Treasury.

The City will retain the bid security accompanying all bids until it awards the Contract. The City will retain the bid security submitted with the bid of the Bidder to whom an award of Contract is made, and the bid security of the next higher bid, until the Contract between the Bidder to whom award of the Contract is made and the City has been executed.

RETENTION: In the event the contract to be awarded hereunder, including Bid Specifications and other documents incorporated therein by reference, provides for the withholding of monies by the City to ensure performance of such contract, the Contractor may: a) deposit with the City as a substitute for said monies, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld; or, b) request payment of retentions earned directly to the escrow agent at the expense of the Contractor, provided Contractor requests, in writing, to make such substitution within five (5) days of the date of the Notice of Award of the Contract and bears all expenses in connection therewith. Either option shall be in accordance with Public Contract Code Section 22300.

CALIFORNIA WAGE RATE REQUIREMENTS: This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the work. Copies of the prevailing rate of per diem wages are on file in the office of the City Engineer, 5th Floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802. The Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the work not less than the prevailing rate of wages needed to execute the contract. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website http://www.dir.ca.gov/dlsr. This project will be subject to the 2026-2 prevailing wage rate, as determined by the Director of the Department of Industrial Relations for the State of California. Bidders are directed to Section 7-2, “Labor,” of the Standard Specifications, and to Division H, Subsection 7-2.2, “Prevailing Wages,” for requirements concerning payment of prevailing wages, payroll records, and hours of labor.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE: This project is subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH: Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.

APPRENTICESHIP EMPLOYMENT (CONTRACTS OVER $30,000 ONLY): The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

PENALTIES: Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Labor Code § 1720 et seq. The Awarded Contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1776.

(SEAL)

/s/ MONIQUE DE LA GARZA
CITY CLERK, CITY OF LONG BEACH, CALIFORNIA

_____
DATE

/s/ THOMAS B. MODICA
CITY MANAGER

End of Division A – Notice Inviting Bids

STANDARD SPECIFICATIONS
(PART 1 - GENERAL)

These provisions are modifications of the Standard Specifications for Public Works Construction, 2015 Edition, called the Standard Specifications. The Standard Specifications are a part of the Work's Specifications.

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

GENERAL PROVISIONS

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

1-1 GENERAL *Add the following:*

The following items from the Departments are in writing:

1. Approvals
2. Authorizations
3. Decisions
4. Notifications
5. Orders
6. Responses

The following items from the Contractor must be in writing:

1. Notifications
2. Proposals
3. Reports
4. Requests, including RFIs, sequentially numbered
5. Subcontracts
6. Test results

Where a location is not specified with the words *shown*, *specified*, or *described*, interpret:

1. *Shown* as *shown on the plans*.
2. *Specified* as *specified in the specifications*.
3. *Described* as *described in the Contract*. *Described* means *shown, specified, or both*.

1-2 TERMS AND DEFINITIONS.

Replace and add the following definitions:

Activity - Task, event, or other project element on a schedule that contributes to completing the project. An activity has a description, start date, finish date, duration, and one or more logic ties.

Acts of God - *Acts of God* as defined in Pub Cont Code § 7105.

Addendum - Written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Contract Documents. The term "Addendum" shall include bulletins and all other types of written notices issued to potential bidders prior to opening of the Bids.

Agency – See "City."

Agreed Price - The cost for new or unforeseen work, or for adjustments in the Contract Unit Price for changes in the character of the work as specified in 3-2.4, established by mutual agreement between the Contractor and the Agency.

Agreement - See Contract.

Assessment Act Contract - A Contract financed by special assessments authorized under a State Act or procedural ordinance of a City or County.

Authorized laboratory - Independent testing laboratory (1) not employed or compensated by any subcontractor or subcontractor's affiliate providing other services for the Contract and (2) authorized by the Department.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

Bid Item - Work unit for which the Bidder provides a price.

Bid Item List - List of bid items, units of measure, and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal of Low Bidder at the Department's website is the verified Bid Item List. After contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

Bidder - Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Borrow - Fill acquired from an excavation source outside the described cut area.

1. **local borrow** - Material obtained by widening cuts or excavating from sources outside the planned or authorized cross section on the job site. The location of the local borrow is described or designated by the Engineer.
2. **imported borrow** - Borrow that is not local borrow.

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

Bond - Bid, performance, or payment bond or other instrument of security.

Caltrans-The State of California Department of Transportation.

California Test - Department-developed test for determining work quality. For California Tests, go to the Caltrans Materials Engineering and Testing Services (METS) website.

Cash Contract - A Contract financed by means other than special assessments.

Certificate of compliance - Certificate stating the material complies with the Contract.
Change Order - A written order to the Contractor signed by the Agency directing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the Contractor.

Change order work - Work described in a Change Order, including extra work and work described in the Contract as change order work.

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

Closure - Closure of a traffic lane or lanes, including shoulder, ramp, or connector lanes, within a single traffic control system.

Code- The terms *Government Code, Labor Code,* etc., refer to codes of the State of California.

Commercial quality - Quality meeting the best general practices.

Commercial source - Established business operating as a material source for the general public.

Contract- The written agreement between the Agency and the Contractor covering the Work.

Contract acceptance - City's written acceptance of a completed Contract.

Contract Documents - The Contract, Addenda, notice inviting bids, instructions to bidders, Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Change Orders, and Supplemental Agreements.
Contract Price - The total amount of money for which the Contract is awarded.

Contract time - Number of original working days as adjusted by any time adjustment.

Contract Unit Price-The amount stated in the Bid for a single unit of an item of work.

Contractor - The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the Agency to perform the Work. In the case of work being

done under a permit issued by the Agency, the permittee shall be construed to be the Contractor. The term "prime contractor" shall mean the Contractor.

Controlling activity - Construction activity that will extend the scheduled completion date if delayed.

County Sealer- The Sealer of Weights and Measures of the county in which the Contract is awarded.

Critical path - Longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path extends the scheduled completion date.

Critical path method - Network-based planning technique using activity durations and relationships between activities to calculate a schedule for the entire project.

Data date - Day after the date through which a schedule is current. Everything occurring earlier than the data date is as-built and everything on or after the data date is planned.

Day - 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day** - Day on the calendar except a Saturday and a holiday.
2. **working day** - Time measure unit for work progress. Any day within the period between the date of the start of the Contract time as specified in 6-1 and the date of field acceptance of the Work by the Engineer, other than:
    a) Saturday
    b) Sunday
    c) Any day designated as a holiday by the City. See definition for "holiday".
    d) Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor's association,
    e) Any day the Contractor is prevented from working at the beginning of the workday for cause as specified in 6-6.1, or
    f) Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as specified in 6-6.1.
    g) Day during a concurrent delay.

Where working days is specified without the modifier *original* in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

Days - Days shall mean consecutive calendar days unless otherwise specified in the Special Provisions.

Deduction - Money permanently taken from a progress payment or the final payment. Deductions are cumulative and are not retentions under Pub Cont Code § 7107.

Delay - Event that extends the completion of an activity.

1. **excusable delay** - Delay caused by the Department and not reasonably foreseeable when the work began, such as:
    1.1. Change in the work
    1.2. Department action that is not part of the Contract
    1.3. Presence of an underground utility main not described in the Contract

or in a location substantially different from that specified

1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience

1.5. Department's failure to obtain timely access to the right-of-way

1.6. Department's failure to review a submittal or provide notification in the time specified

2. **critical delay** - Excusable delay that extends the scheduled completion date

3. **concurrent delay** - Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:

3.1. Critical delay

3.2. Delay to a controlling activity caused by you

3.3. Non–working day

Department - Department of Transportation as defined in St & Hwy Code § 20 and authorized in St & Hwy Code § 90; its authorized representatives.

Dispose of - Remove from the job site.

Disputed Work- Work in which the City and the Contractor are in disagreement.

Divided highway - Highway with separated traveled ways for traffic, generally in opposite directions.

Engineer - Resident Engineer responsible for the Contract's administration; Resident Engineer's authorized representatives.

Early completion time - Difference in time between an early scheduled completion date and the work completion date.

Encroachment permit - A permit issued by Caltrans granting permissive authority to enter the state right-of-way and construct approved facilities. It authorizes only the permittee or permittee’s agent to perform the scope of work specified within the encroachment permit or cooperative agreement. The permittee may not transfer or assign an approved permit to another party. When a permittee hires a contractor to perform the approved work, an additional permit is required for the contractor.

Extra Work - New or unforeseen work not covered by a Contract Unit Price or Stipulated Unit Price.

Highway - Whole right-of-way or area reserved for use in constructing the roadway and its appurtenances.

Holiday - Holiday shown in the following table:

Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Lincoln’s Birthday	February 12th
Washington’s Birthday	3rd Monday in February
Cesar Chavez Day	March 31st

Memorial Day	Last Monday in May
Juneteenth	3rd Monday in June
President's Day	3rd Monday in February
Election Day	First Tuesday of November
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

If January 1st, February 12th, March 31st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If November 11th falls on a Saturday, the preceding Friday is a holiday.

Hours of darkness - Hours of darkness as defined in Veh Code § 280.

Idle equipment - Equipment:

1. On the job site at the start of a delay
2. Idled because of the delay
3. Not operated during the delay

Job site - Area within the defined boundaries of a project.

Landscaping - Practice of a landscaping contractor under 16 CA Code of Regs §832.27.

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

Material - Any product or substance specified for use in the construction of a project.

Material shortage -

1. Shortage of raw or produced material that is area-wide and caused by an unusual market condition except if any of the following occurs:
   1.1. Shortage relates to a produced, nonstandard material
   1.2. Supplier's and the Contractor's priority for filling an order differs
   1.3. Event outside the United States for a material produced outside the United States
2. Unavailability of water that delays a controlling activity

Median - Portion of a divided highway separating the traveled ways including inside shoulders.

Milestone - Event activity that has zero duration and is typically used to represent the start or end of a certain stage of the project.

Mobilization - Preparatory work that must be performed or costs incurred before starting work on the various items on the job site (Pub Cont Code § 10104).

Modification - Includes Change Orders and Supplemental Agreements. A Modification may only be issued after the effective date of the Contract.

Modify - Add to or subtract from an appurtenant part.

Narrative report - Document submitted with each schedule that discusses topics related to project progress and scheduling.

Notice of Award - The written notice by the Agency to the successful Bidder stating that upon its compliance with the required conditions, the Agency will execute the Contract.

Notice to Proceed - A written notice given by the Agency to the Contractor fixing the date on which the Contract time will start.

Operation, Maintenance, and Warranty Instructions - Documents published by manufacturers of pre-manufactured products describing operation, maintenance and any other actions that must be performed by the Agency as a condition for the manufacturer to honor the specified warranty.

Person - Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans – The Plans for this Work consist of Long Beach Drawing #B-4849 on file with the Department of Public Works. A copy is included in the Specifications.

Private Contract - Work subject to Agency inspection, control, and approval, involving private funds, not administered by the Agency.

Proposal - See Bid.

Quality characteristic - Characteristic of a material that is measured to determine conformance with a given requirement.

Quality control - Quality control includes sampling, testing, and inspections performed under your QC program to (1) control material quality and (2) ensure the specified quality characteristics for the project are met.

Quality control plan - Contractor's plan to ensure QC.

Reference Specifications - The latest edition, including amendments, in effect as of the date of advertisement of the Contract or issuing the permit, unless otherwise specified, of:

a) bulletins,
b) standards,
c) rules,
d) methods of analysis or testing,
e) codes,
f) installation instructions, and
g) specifications of other agencies, engineering societies, manufacturers, or industrial associations referred to in the Contract Documents.

Roadway - The portion of a street reserved for vehicular use.

Shop Drawings - Drawings showing details of manufactured or assembled products proposed to be incorporated into the Work.
Special Provisions - Additions and revisions to the Standard Specifications setting forth conditions and requirements peculiar to the Work.

Specifications - Standard specifications, and special provisions, and specifications in Change Orders or Supplemental Agreements between the Contractor and the Board.

1. **Standard specifications** - For Division H, the *Standard Specifications for Public Works Construction (SSPWC)*, the "Greenbook."For Division I, *the California Department of Transportation (Caltrans) 2025 Standard Specifications*.
2. **Special provisions** - Specifications specific to the project. These specifications are in a section titles *special provisions* of a book titled *Notice to Bidders and Special Provisions*.

Standard Plans – See "Plans"

State - State of California, including its agencies, departments or divisions whose conduct or action is related to the work.

Stipulated unit price - unit prices established by the agency in the contract documents.
Street- any road, highway, parkway, freeway, alley, walk, or way.
Subcontractor - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Submittal -

1. **action submittal** - Written and graphic information and samples that require the Department's response.
2. **informational submittal** - Written information that does not require the Department's response.

Substantial defects - Defects plainly seen as damaged, displaced, or missing parts or improper functioning of materials, parts, equipment, or systems.

Supervision - Supervision, where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the Agency in becoming a party to the Contract. Except as specifically stated herein, supervision by the Agency shall not mean active and direct superintendence of details of the Work.
Supplemental Agreement - A written amendment of the Contract Documents signed by the Agency and the Contractor.
Supplemental project information - Information relevant to the project, specified as supplemental project information, and made available to bidders.

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

Unauthorized work - Work performed beyond the lines and grades described in the Contract or established by the Engineer or extra work performed without Department authorization.
Work - That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.
Work - Resources and activities required for Contract acceptance, including labor, materials, equipment, and the created product.
Work plan - Detailed formulation of a program of action.
Working Day – See "Day"

Working Drawings - Drawings showing details not shown on the Plans which are required to be designed by the Contractor.

1-3 ABBREVIATIONS.

Replace section with the following:

1-3.2 Common Usage. Abbreviations pertaining to construction are included in in Division I.

1-4 UNITS OF MEASURE.

1-4.1 General. The specifications are expressed in US customary units except where a referenced document uses the International System of Units as the standard.

1-4.2 Units of Measure and Their Abbreviations.

Units used in the project plan quantity tables and in the Bid Item List:

Unit	Definition
ACRE	Acre
CF	Cubic Foot
CY	Cubic Yard
EA	Each
GAL	Gallon
LB	Pound
LF	Linear Foot
LNMI	Lane Mile
LS	Lump Sum
SQFT	Square Foot
SQYD	Square Yard
STA	100 Feet
TON	2,000 Pounds

Units used in the plans other than in the project plan quantity tables:

Unit	Definition

ksi	Kips Per Square Inch
ksf	Kips Per Square Foot
psi	Pounds per Square Inch
psf	Pounds per Square Foot
lb / ft ^{3}, pcf	Pounds per Cubic Foot
tsf	Tons per Square Foot
mph, MPH*	Miles per Hour
oz	Ounce
lb	Pound
kip	1,000 Pounds
cal	Calorie
ft	Foot or Feet
gal	Gallon

Units of measure for Electrical Plans are listed in Caltrans Standard Plan A3C available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications

1-5 SYMBOLS. *Add the following:*

Additional symbols used in the project plans are provided in Caltrans Standard Plans dated 2025 available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications

SECTION 2– SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT.

Add the following:

2.-1.1 Control of Work

This section includes specifications related to the Contract parties' relations and Contract acceptance.

Furnish the resources except Department-furnished materials required to complete the work as described in the Contract.

Provide QC.

Work is subject to the City and Department's inspection, sampling, and testing. The City and Department's inspection, sampling, and testing do not relieve you of your responsibility to provide QC.

Ensure the Department's safe and unrestricted access to the work. Furnish facilities necessary for the Department's inspection.

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the Department does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

Use contract administration forms available at the Department's website.

2-2 ASSIGNMENT. *No Changes*

2-3 SUBCONTRACTS.

2-3.1 General. *Add the following:*

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

2-3.2 Self Performance. *Replace this subsection with the following:*

Standard requirements apply unless changed herein.

The Contractor shall perform, with its own organization, Contract work amounting to at least 20 percent of the Contract price except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed will be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. “Specialty Items” will be identified by the Agency in the Bid or the Special Provisions. Where an entire item is subcontracted, the value of the work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of the work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

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

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

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General

2-5.2 Precedence of the Contract Documents

Replace with the following:

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

1. Governing ranking of Contract parts in descending order is:
    a) Permits issued by jurisdictional regulatory agencies.
    b) Change Orders and Supplemental Agreements; whichever occurs last
    c) Contract/ Agreement.
    d) Addenda.
    e) Bid/Proposal
    f) Special provisions
    g) Project plans
    h) Standard specifications
    i) Revised standard plans
    j) Standard plans
    k) Supplemental project information
2. Written numbers and notes on an approved drawing govern over graphics
3. Detail drawing governs over a general drawing
4. Specific specification governs over a general specification
5. Specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, Contractor shall submit an RFI.

2-5.3 Submittals.

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

TABLE 2-5.3(A), Submittals

Item	Section Number	Title	Subject
18	2-5.4	Record Drawings	Record Drawings
19	2-9	Surveying	Survey Records
20	4-1.4	Test of Materials	List of Materials
21	4-1.5	Certification	Certifications
22	6-1	Construction Schedule and Commencement of Work	Construction Schedule
23	6-8 and various technical sections	Completion, Acceptance, and Warranty	Special Warranties
24	7-2.2	Labor	Labor Compliance documentation
25	7-3 and 7-4	Liability and Workers' Compensation Insurance	Insurance documentation
26	7-5	Permits	Permits
27	7-9	Protection and Restoration of Existing Improvements	
28	9-2	Lump Sum Work	Lump Sum Details
29	Various technical sections	Concrete Mix Designs	Per Caltrans Std Spec
30	Various technical sections	Asphalt Concrete Mix Designs	Per Caltrans Std Spec
31	12 (Caltrans)	Public Convenience and Safety	Temporary Traffic Control
32	Various technical sections	Catalog Details / Manufacturer's Specifications	Per Caltrans Std Spec
33	Various technical sections	Shop Drawings	Per Caltrans Std Spec
34	Various technical sections	Mock-ups	Per Caltrans Std Spec
35	Various technical sections	Extra Supplies	Per Caltrans Std Spec
36	Various technical sections	Instruction Manuals / Control Charts	Per Caltrans Std Spec

This table is not comprehensive: additional submittal items may be listed in other

sections of the Specifications.

2-5.3B Sign Letter Submittal:

Contractor shall prepare and submit to the Engineer one letter of the proposed sign for review and approval. The sign letter submittal shall be at a 1:1 scale made with final production materials. Match exact color, texture, finish and structural makeup as shown on the drawings. Fix any functional parts as shown on the drawings.

Contractor shall deliver the Sign Letter submittal to a location as directed by the Engineer for review and approval.

Contractor shall not order final Sign Letters materials or begin manufacturing of Sign Letters until Engineer as approved the Sign Letter submittal.

Add the following subsection:

2-5.3.1 General *Add the following*: Deliver submittals to the City's Project Management Software. (Information provided in Division E). Division H Section 2-5.3.2 and 2-5.3.4 include specifications for action and informational submittals.

Any submittal not specified as an informational submittal is an action submittal.

Submit action and informational submittals to the Engineer.

Each sheet of a submittal must include:

1. Contract number
2. District–County–Route–Post Mile
3. Structure name and number, if any

The Department rejects a submittal if it has any error or omission.

If the last day for submitting a document falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

Convert foreign language documents to English and US customary units.

Deliver submittals to:

City of Long Beach, Department of Public Works
Project Management Bureau
5th Floor, City Hall
411 W. Ocean Boulevard
Long Beach, CA 90802
Attention: Kimvy Nguyen
E-mail: kimvy.nguyen@psomas.com

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

Work submittals.

2-5.3.2 Action Submittals

Maintain a sequential list of action submittals except for samples, test samples, and material sources. With each individual submittal, submit a copy of the updated list.

Submit an action submittal before the start of the affected work to allow for review and corrections without work delays.

Except for test samples, obtain the Department's authorization for action submittals before you perform work based on them.

Except for shop drawings and test samples, allow 15 days for review.

For a revised action submittal, allow the same number of days for review as for the original submittal.

The time allowed for the review of an action submittal starts when the Department receives the submittal.

Do not change the scope of work on revised submittals.

The Department's authorization of an action submittal does not void any Contract part(s) and / or requirement(s).

2-5.3.3 Shop Drawings

Submit shop drawings as specified and as otherwise required to control the work. Each drawing and calculation sheet must be in black ink and sequentially numbered.

Each drawing sheet, if not submitted electronically, must:

1. Be 11 by 17 inches
2. Be on a minimum of 20 lb paper
3. Have text of a minimum nominal height of 5/32 inch

Each calculation sheet, if not submitted electronically, must:

1. Be 8-1/2 by 11 inches
2. Have text of a minimum 12-point font

Paper submittals text and graphics must be legible for photocopying and reduction.

Calculations must demonstrate the design adequacy. Calculations specified as independently checked must be sealed and signed by an engineer who is registered as a civil engineer in the State and who did not seal and sign the drawings.

Allow 20 days for the review.

If multiple sets are submitted simultaneously or an additional set is submitted before the review of a previously submitted set is complete, designate the sequence that the sets

are to be reviewed. Allow the review time specified plus 15 days for each additional set. A set consists of 40 or fewer sheets.

If drawings require corrections, the Department:

1. Describes the deficiencies
2. Stamps the drawings with the date that the review stopped
3. Returns the drawings

Show the set revision number. Uniquely number each revised detail. Show the number in an inverted triangle near the revised portion of the detail. In a legend, describe and date the revision.

Upon review completion, the Department returns 1 copy that shows the authorized date.

To make a change to an authorized drawing, submit it as specified for a new submittal. Note the changes.

Upon the completion of work shown on the drawings, submit electronic copies of as-built drawings. Include an index of the sheet numbers and titles on the 1st sheet for each structure. Arrange the drawings in the drawing-number order shown in the index.

2-5.3.4 Informational Submittals

Informational submittals include:

1. Certificates of compliance
2. Manufacturer's instructions not associated with drawing submittals
3. Notifications
4. PLACs
5. Subcontracts
6. QC test data, QC test results, and QC evaluation reports

2-5.4 Record Drawings.

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

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

2-5.5 Supplemental Project Information

The City makes the following supplemental project information is available as noted:

Logs of test borings are supplemental project information.

Supplemental Project Information

Means	Description
Included in the *Information Handout*	1. Right of Way Maps 2a. 1981 As-built Drawings (7th St Pedestrian Bridge) 2b. 1995 As-built Drawings (Earthquake Retrofit) 3. Signature Gateway East Concept 4a. Lighting Fixture Specification Sheet 4b. Lighting Fixture Wiring Specification Sheet 5a. Pharos DMX Controller Specification Sheet 5b. Pharos DMX Controller O&M 6. Cradlepoint IBR900 Series Router Specification Sheet 7. Matthews Primer Product Information 8. Matthews Paint Product Information 9. Matthews Clear Product Information 10. Caltrans Encroachment Permit Issued to City 11. Caltrans Encroachment Permit Special Provisions
Available for inspection at: 411 W. Ocean Blvd. Long Beach, CA 90802 Telephone no.: (562)570-5000	Referee Paint Samples

2-9 SURVEYING.

2-9.1 Permanent Survey Markers.

Replace this subsection with the following:

The Contractor shall be responsible for the preservation and perpetuation of all existing monuments which control subdivisions, tracts, boundaries, or rights-of-way, or which provide survey control, including benchmarks, which will be disturbed by the Contractor's activities.

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

Prior to removals, the Contractor shall request the City of Long Beach Surveyor to transfer to temporary bench marks the elevation for any benchmarks to be reset, and provide a brass disc for the City Surveyor to stamp. When the discs are stamped and returned to the Contractor, the Contractor shall construct the benchmarks at locations marked out by the City Surveyor.

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

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

Corner Records for those monuments in the Office of the County Surveyor and shall provide the City with a copy of all Corner Records filed.

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

2-9.2 Survey Service.

Replace this subsection with the following:

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

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

The minimum standard of survey quality shall be that of similar surveys performed by the City of Long Beach and as outlined in Department's *Surveys Manual*.

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

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

The Contractor shall record deviations from the required lines and levels and shall advise the Engineer promptly upon detecting deviations exceeding indicated or recognized tolerances. Record deviations which are accepted (not corrected) shall be shown on the as-built record drawings. Before final acceptance of the Work, the Contractor shall provide to the Engineer all computations, survey notes, and other survey data used to accomplish the Work, which shall become the property of the City. Construction stakes shall be removed from the Work when no longer needed.

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

2-10 AUTHORITY OF BOARD AND ENGINEER.

Replace 2nd paragraph with the following:

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

2-13 CONTRACTOR REQUIREMENTS.

2-13.1 Character Of Workers

If a worker appears to the Engineer to be incompetent or acts disorderly or improperly, discharge the worker immediately upon request. Do not employ that worker again on the work.

2-13.2 Coordination With Other Entities

Other entities may perform work at or near the job site and material sources at any time. Coordinate activities to avoid delays.

Each contractor or other entity performing work at or near the job or material site is responsible to the other for damage to work, persons, or property and for costs due to unnecessary delays.

2-13.2.1 Coincident or Adjacent Contracts

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

Coincident or Adjacent Contracts

	County–Route–Post Mile	Location	Type of work
	LA-22--0/10.2	Long Beach	Roadway Improvements

Coordinate lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects. Potential conflicts may not be limited to the contracts listed above.

2-13.6 Records

2-13.6.1 Record Retention

Retain project records from bid preparation through:

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to subcontractors and suppliers
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

2-13.6.2 Record Inspection, Copying, and Auditing

Make your records available for inspection, copying, and auditing by State representatives for the same time frame specified under section 5-1.27B. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before Contract acceptance, the

State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier of the date when the audit is to start.

2-13.7 Project Safety Reviews

Your assigned project safety representative must perform and document project safety reviews with the Engineer:

1. At least 3 business days before the start of job site activities
2. Every other week after the start of job site activities and after any incident that results in serious injury, illness, or fatality to your personnel, subcontractor's and supplier's personnel, and any other persons present at the job site at the request of you or your subcontractors
3. Submit project safety review documentation to the Engineer and correct deficiencies within 3 business days from the day the project safety review is completed or sooner as directed by the Engineer

Upon Contract acceptance, your project safety representative must participate in a safety meeting with the Engineer.

2-13.8 Job Hazard Analyses

Prepare a job hazard analysis for each work activity to be performed on the job site as required by CA Code of Regs § 3203(a)(4) and 1511(b).
Submit each job hazard analysis as an informational submittal.
Each job hazard analysis must identify the following:

1. Work activity description
2. Existing and predictable hazards associated with the work activity
3. Hazard control measures, preventative, or corrective actions to be taken for the work activity

Submit each job hazard analysis at least 5 working days before the start of a work activity. During the project safety reviews required under Section 5-1.28, discuss job hazard analyses for active work activities and work activities planned to start within 5 business days.

Submit a revised job hazard analysis when equipment or methods change results in a change to the hazards previously identified. Submit a revised job hazard analysis within one working day of the identified change.

2-13.9 Noncompliant And Unauthorized Work

Correct or remove and replace work that (1) does not comply with the Contract, (2) is unauthorized, or (3) both. The Department does not pay for any of the following:

1. Corrective, removal, or replacement work
2. Unauthorized work

If ordered, submit a work plan for the corrective, removal, or replacement work.

If you fail to comply promptly with an order under this Section 5-1.30, the Department may correct, remove, or replace noncompliant or unauthorized work. The Department deducts the cost of this work.

2-13.10 Job Site Appearance

Keep the job site neat. In areas visible to the public:

1. If practicable, dispose of debris removed during clearing and grubbing concurrently with its removal. If stockpiling is necessary, dispose of debris weekly.
2. Furnish trash bins for construction debris. Place the debris in trash bins daily.
3. For falsework to be reused, stack the forms neatly and concurrently with their removal.

2-13.11 Areas For Use

Occupy the highway only for purposes necessary to perform the work.
If no State-owned area is designated for Contractor's use, you may arrange for temporary storage with the Department.

Defend, indemnify, and hold the City and State harmless to the same extent as under section 7-1.05.

Department does not allow temporary residences within the highway.

SECTION 3 – CHANGES IN WORK

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.2 Contract Unit Prices.

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

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

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

3-2.2.2 Increases of More Than 25%.

Replace this subsection with the following:

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

follows:

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

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

If the total quantity of a Major Bid Item is decreased in excess of 25% less than the quantity shown in the Bid, no adjustment in the Contract Unit Price will be made unless so requested in writing by the Contractor. If the Contractor so requests, the adjustment in payment will be made per 3-2.4. If no adjustment in Contract Unit Price can be agreed upon by the City and the Contractor, the Work shall proceed according to 3-3, and as follows:

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

3-3 EXTRA WORK.

3-3.2 Payment.

3-3.2.3 Markup.

3-3.2.3.1 Work by Contractor.

Replace this subsection with the following:

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

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

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

3-3.2.3.2 Work by Subcontractor. *Replace this subsection with the following:*
When a subcontractor performs all or any part of the extra work, the markups in 3-3.2.3.1 shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10% of the first $5,000 of the subcontracted portion of the extra work and 5% on work added in excess of $5,000 of the subcontracted portion of work.

Add the following:

3-4 CHANGED CONDITIONS

Promptly notify the Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
   1.1. Contract documents
   1.2. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive your claim of a differing site condition for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing-site-condition claim.

3-4.1 Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. *Add the following:*
Store materials and samples in a way that preserves the quality and facilitates prompt inspection.

Material incorporated into the work must be new.

Before the preconstruction conference, submit material source information on a Notice of Materials to be Used form.

4-1.2 Protection of Work and Materials. *Add the following:*
The Contractor shall remove and replace materials damaged by the Contractor's operations at the Contractor's sole expense before the final inspection and acceptance.

4-1.3.2 Inspection by the Agency *Add the following:*

If a material is to be inspected or tested at the job site, the material must be authorized for use before it is incorporated into the work.

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

The Contractor shall submit samples of materials, at the Contractor's sole expense, as the Engineer may require, 15 days in advance of being incorporated in the

Work to a testing laboratory designated by the City.

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

Add the following subsection:

4-1.4.1 Test Samples

This subsection applies where a test sample is specified or if a test sample is requested.

Notify the Engineer 10 days before taking a sample.

Submit material to be tested with a Sample Identification Card. For the card, go to the METS website.

Restore work immediately after sampling.

If requested, obtain the Department's authorization for the material before incorporating the material represented by the test sample into the work.

4-1.5 Certificates of Compliance *Add the following:*

The following applies (1) where a certificate of compliance is specified and (2) if any material is produced outside the United States.

Submit a certificate of compliance:

1. Before the material is incorporated into the work
2. For each lot of the material. Identify the lot on the certificate.
3. Signed by the producer of the material and stating that the material complies with the Contract.

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

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

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

Add the following subsection:

4.1.9 Equipment

Legibly stencil or stamp at a clearly visible location on each piece of equipment except hand tools an identifying number and:

1. On compacting equipment, its make, model number, and empty gross weight that is either the manufacturer's rated weight or the scale weight
2. On meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and manufacturer's rated capacity

Submit a list describing each piece of equipment and its identifying number.

Upon request, submit the manufacturer's information that designates portable vehicle scale capacities.

For proportioning materials, use measuring devices, material plant controllers, and undersupports complying with section 9-1.02B,

The indicator over-travel must be at least 1/3 of the loading travel. The indicators must be enclosed against moisture and dust.

Group the measuring system dials such that the smallest increment for each indicator can be read from the location at which proportioning is controlled.

Add the following section:

4-2 QUALITY ASSURANCE

4-2.1 General

This section includes provisions related to quality.

Quality assurance includes all activities used to

(1) provide an overall level of quality for the project and
(2) determine compliance with the Contract documents.

Quality control includes sampling, testing, and inspections performed under your QC program to (1) control material quality and (2) ensure the specified quality characteristics for the project are met.

Department acceptance includes sampling, testing, and inspections performed by the Department to verify compliance with the Contract.

The Department's independent assurance program is described in the Department's *Independent Assurance Manual: Procedures for Accreditation of Laboratories and Qualification of Testers*. For the manual, go to the Caltrans METS website.

For a material specified to comply with a State Specification number, the material may comply with a later version of the specification. Obtain State Specifications from Caltrans METS**.**

For a material specified to comply with a requirement for a quality characteristic shown in the following table, the quality characteristic is tested under the corresponding California Test:

California Tests

Quality characteristic	California Test
Relative compaction	216 or 231
Sand equivalent	217
Resistance (R-value)	301
Gradation (sieve analysis)	202
Durability index	229

4-2.2 Authorized Facility Audit Lists

This subsection applies where a facility is specified to be on an Authorized Facility Audit List.

An audit authorized by the Department not more than 3 years before completion of the fabrication process is acceptable if the Department determines the audit was for the same type of work to be performed.

For procedures to be included on an Authorized Facility Audit List, go to the Authorized Facility Audit List website.

4-2.3 Authorized Material Lists.

This subsection applies where a material is specified to be on an Authorized Material List.

The material must be on an Authorized Material List before it is incorporated into the work.

For procedures to be included on an Authorized Material List, go to the Authorized Material List website.

4-3 QUALITY CONTROL

4-3.1 General

Material production and testing equipment must measure accurately and precisely.

4-3.2 Quality Control Program

Develop, implement, and maintain a QC program. Prepare and maintain QC records, including:

1. Names and qualifications of:
   - 1.1. Samplers
   - 1.2. Testers
   - 1.3. Inspectors
2. Testing laboratories' identification and certifications
3. Testing equipment calibrations and certifications
4. Inspection reports
5. Sampling and testing records organized by date and type of material
6. Test results with comparison of quality characteristic requirements
7. Test results in relation to action and any suspension limits
8. Records of corrective actions and suspensions

Within 24 hours, notify the Engineer of any noncompliance identified by your QC

program. Allow the Department access to all QC records.

Submit QC test data and QC test results within 2 business days of test completion.

4-3.3 Quality Control Manager

This subsection applies to work requiring a QC manager.

The QC manager must be responsible directly to you for the quality of the work, including materials and workmanship performed by you and your subcontractors.

Assign the QC manager before the start of the affected work. The QC manager must be the sole individual responsible for:

1. Receiving, reviewing, and approving all correspondence, submittals, and reports before they are submitted to the Department
2. Signing the QC plan
3. Implementing the QC plan
4. Maintaining the QC records

The QC manager must be your employee or must be hired by a subcontractor providing only QC services. The QC manager must not be employed or compensated by a subcontractor or by other persons or entities hired by subcontractors who will provide other services or materials for the project.

Notify the Engineer of the name and contact information of the QC manager.

4-3.4 Quality Control Plans

Submit 7 copies of each authorized QC plan.

Make 1 copy available at each location where work is performed.

4-4 CITY ACCEPTANCE

4-4.1 General

The Department may use multiple acceptance methods for a material.

Specifications in sections titled "Department Acceptance" do not include all requirements on which the Department makes its acceptance.

The Department may inspect, sample, and test materials for compliance with the Contract at any time.

Allow the Department to record, including photograph and video, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Department performs.

Schedule work to allow time for the Department's inspection, sampling, and testing.

The Department deducts testing costs for work that does not comply with the Contract.

The Department may retest material previously tested and authorized for use. If the Department notifies you of a retest, furnish resources for retesting.

SECTION 5 – UTILITIES

5-1 LOCATION. *Replace with the following:*

5-1.1 General

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

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

The City may arrange for and conduct a preconstruction meeting between the Contractor, the Engineer, and the utility owners to discuss scheduling, coordination of any required utility relocations, and the protections of existing utilities. The Contractor shall attend any preconstruction meeting scheduled by the Agency and shall cooperate with all utility owners performing utility markings, relocation or installation work of the Project site.

5-1.2 Nonhighway Facilities

Before starting work that could damage or interfere with underground infrastructure, locate the infrastructure described in the Contract, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities, such as buildings, meters, and junction boxes.

Underground infrastructure described in the Contract may be in different locations from those described, and additional infrastructure may exist.

Upon discovering an underground main or trunk line not described in the Contract, immediately notify the Engineer and the infrastructure owner. The Engineer orders the locating and protecting of the infrastructure.

The locating and protecting is change order work. If ordered, repair infrastructure damage. If the damage is not due to your negligence, the repair is change order work.

Immediately notify the Engineer of a delay due to the presence of main-line underground infrastructure not described in the Contract or in a substantially different location.

Notify the Engineer if the infrastructure described in the Contract cannot be found. If after giving the notice, you find the infrastructure in a substantially different location from that described, finding the infrastructure is change order work.

5-1.3 Nonhighway Facility Rearrangement

The Department may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

The Department may authorize facility owners and their agents to enter the highway to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

If necessary rearrangement of underground infrastructure is not described in the Contract, the Engineer may order you to perform the work. The rearrangement is change order work.

Immediately notify the Engineer of a delay due to a rearrangement different from that described in the Contract.

If you want infrastructure rearrangement different from that described in the Contract:

1. Notify the Engineer
2. Make an arrangement with the infrastructure owner
3. Obtain authorization for the rearrangement
4. Pay the infrastructure owner any additional cost

The Department does not adjust time or payment for a rearrangement different from that described the Contract.

5-3 REMOVALS.

Add the following:

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

5-4 RELOCATION.

Add the following:

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

Add the following subsection:

5-4.1 Resetting Vaults and Other Appurtenances.

Certain manholes, vaults, valve boxes or other appurtenances belonging to utility companies or others may need resetting to grade. The City does not guarantee that all such items are shown on the Plans. The Contractor is not required to do the work of resetting such to grade, except sewer and storm drain manholes, Long Beach Gas & Oil Department and Long Beach Water Department valve boxes and meter boxes, and City-owned communications vaults; however, the Contractor shall notify the owners at least one week in advance of construction to give them opportunity to perform the necessary work in conjunction with Work performed by the Contractor.

Add the following section:

5-7 UNKNOWN FACILITIES.

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

Add the following section:

5-8 FACILITIES REQUIRING SPECIAL PRECAUTIONS.

The Contractor's attention is directed to the existence of certain underground facilities that may require that Contractor take special precautions to protect the health, safety and welfare of workers and the public. Facilities requiring special precautions include but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines; underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with a potential-to-ground of more than 300 volts. The Contractor shall notify the Engineer at least 48 hours before performing any Work in the vicinity of such facilities.

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

5-9 GENERAL REQUIREMENTS WHEN WORKING AROUND LONG BEACH ENERGY RESOURCES (LBER) FACILITIES.

All excavations, whether in the public right of way, or on private property require a valid Dig Alert Ticket from Underground Service Alert of Southern California (USASC). Excavators MUST contact USASC by dialing 811 at least 48 hours prior to any excavation work. LBER, and all other underground facility operators will locate and mark existing substructures at no charge in delineated areas.

The excavator shall immediately contact LBER Inspection upon damaging or exposing any LBER main or service. All active LBER facilities, including gas distribution mains & services, shall be protected in place by the excavator. Wrap damage of LBER mains or services will be repaired by LBER free of charge. Any other damage to LBER's facilities will be repaired by LBER at the excavator's expense. Any repair or relocation work required on LBER's facilities can solely be performed by LBER and will be subject to LBER's availability of resources.

Any exposed, active LBER main or service shall be supported at the excavator's expense with an approved LBER method. Any active LBER main or service exposed for a duration longer than 5 days shall be protected from exposure to sunlight. The support design shall be submitted to LBER Engineering for approval prior to implementation.

A minimum 12" clearance around LBER's facilities shall be maintained by the excavator when installing new pipelines or other structures near LBER facilities. The excavator shall notify LBER Inspection prior to backfilling around any active LBER main or service. The backfill material & method used by the excavator is subject to LBER Inspection's review & approval.

LBER contacts: LBER Engineering/Inspection – (562) 570-2085

LBER 24-Hour Emergency Line – (562) 570-2140

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

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

Replace the entire subsection with the following:

6-1.1 Construction Schedule.

6-1.1.1 Terms and Definitions. The following terms and their respective definitions are in addition to those specified in 1-2.

As-Built Schedule – The final updated Construction Schedule that reflects actual construction progress throughout the entire duration of the Project.

Baseline Schedule – The original Construction Schedule used as the basis for measuring construction progress and Contract performance.

Constraint – A requirement that restricts or dictates the Construction Schedule.

Construction Schedule – The schedule of construction activities that reflects the means and methods, planned sequencing, duration, and Milestone dates for the completion and acceptance of the Work. Types include the Baseline Schedule, Weekly Schedule Update, Monthly Schedule Update, and the As-Built Schedule.

Critical Path – The sequence of activities shown on the Construction Schedule which adds up to the longest overall duration.

Data Date – The latest date through which the activities shown on the Construction Schedule have been updated.

Milestone – A schedule activity that has zero duration and which graphically represents the start or finish of a portion of the Work.

Monthly Schedule Update – An updated Construction Schedule submitted every month that compares actual construction progress versus the progress planned on the Baseline Schedule.

Total Float - the maximum amount of time an activity can be delayed from its early start without delaying the completion of the Work. Float shall be an expiring resource available to both the Contractor and the Agency. Float shall not be for the exclusive use or benefit of either the Agency or the Contractor.

Weekly Schedule Update – An updated Construction Schedule submitted every week that reflects the status of construction activities from the past week and also includes construction activities scheduled in detail for the following 2 weeks.

6-1.1.2 General. Construction schedules shall conform to the following requirements:

a) The Construction Schedule shall be prepared using the latest version of Primavera "Suretrak", Microsoft "Project Professional", Primavera "Project Planner (P6)", or Agency-approved equal.

b) The Construction Schedule shall be prepared using the Critical Path Method (CPM) illustrating the chronological relationship and sequence of work activities. Activities on the Critical Path shall be clearly delineated.

c) Work activities shall be based on the Bid items listed in the Schedule of Prices in the Bid Proposal and the following:

   i) Bid Items shall be subdivided into those portions to be constructed during each stage or phase of construction, or portions which do not exceed 20 Working Days, whichever is less.

   ii) Each activity shall be identified with its corresponding Bid item number(s) or Change Order item number(s) listed in the Engineer's Monthly Estimate.

   iii) Each submittal, and the corresponding Agency review period, shall be shown as an individual activity.

   iv) Submittals which must be accepted prior to issuance of the NTP shall be identified.

   v) The procurement of construction materials and equipment shall be identified and shown as individual activities.

   vi) Work to be performed by subcontractors shall be identified and shown as individual activities.

   vii) NTP requirements shall be shown as individual activities.

   vii) Each submittal of the Equal Employment Opportunity Form per 7-2.6 shall be shown as a separate activity

d) Start and completion dates of each work activity shall be illustrated.

e) The Construction Schedule shall commence on the date of issuance of the NTP and end on the date of fulfillment of all of the requirements in the Contract Documents.

f) Change Orders, including number, description, approval date, and duration shall be shown as individual activities.

g) The schedule shall reflect the following Constraints:

i) Utility relocations per 5-4.

ii) Schedule impacts due to the protection, removal, or relocation of utilities per 5-1. Sequencing and phasing of work shall be clearly outlined to provide for reasonable time to respond to utility marking requests.

iii) The Sequence of Work per 6-2.3

iv) Temporary traffic control requirements per Section TTC of the Special Provisions.

v) The Time of Completion per 6-7. A Baseline Schedule submitted showing completion earlier or later than the time of completion specified will not be accepted.

h) The schedule activities shall include the following information:

i) Activity ID

ii) Bid Item No(s).

iii) Activity Name

iv) Original Duration

v) Actual Duration

vi) Start Date

vii) Finish Date

viii) Actual Start Date

ix) Actual Finish Date

x) Total Float

6-1.1.3 Submittals.

a) Baseline Schedule.

Within 10 Days of issuance of the NTP, the Contractor shall submit a Baseline Schedule for review and acceptance by the Engineer in accordance with 2-5.3 and 6-1.1.3.

The Baseline Schedule submittal shall include a portable document file (pdf) and a program file, accessible using the latest version of Primavera "Suretrak", Microsoft "Project Professional", Primavera “Project Planner (P6)”, or Agency-approved equal. The schedule may be emailed to the Engineer or submitted on a compact disc (CD) along with 2 printed color copies on 11-inch x 17-inch sheets.

b) Bi-weekly Schedule Updates. During the bi-weekly on-site management meetings, the Contractor shall submit Weekly Schedule Updates using the same software used to prepare the Baseline Schedule. The schedule updates will be used to manage, coordinate, and schedule all upcoming Contract activities. These detailed schedules may be submitted in bar chart format and shall reflect the logic and sequence used for the accepted Baseline Schedule. The Weekly Schedule Update shall include the following:

i) Status of the construction activities of the past week, scheduled vs. actual.

ii) An explanation for deviations from planned activities, together with actions taken or planned to recover lost time, if applicable.

iii) Two-week "look-ahead" Schedule detailing all work activities planned for the next 2 weeks, including all work to be performed by others. Activities included in the Baseline Schedule shall be further broken down into detailed activities, by specific task, by specific area, at the crew level or lower.

c) As-Built Schedule. Within 7 Days after completion of the Work per 6-8.1, the Contractor shall prepare and submit an As-Built Construction Schedule using the same software used to prepare the Baseline Schedule. The Engineer will not submit the final progress payment for processing until the schedule has been submitted. The schedule may be emailed to the Engineer or submitted on a CD with 2 printed color copies on 11-inch x 17-inch sheets.

The As-Built Schedule shall reflect the actual progress of the Work from the date of issuance of the NTP through the date of completion. Should the As-Built Schedule not reflect the actual start and finish dates of all work activities, the schedule will be returned to the Contractor for revision and re-submittal.

The schedule shall be submitted with a written certificate signed by the Contractor’s Authorized Representative stating:

> “To my knowledge and belief, the enclosed As-Built Schedule reflects the actual start and finish dates of the actual work activities for the Contract contained herein.”

6-1.1.4 Payment. Payment for preparation of Schedule shall be considered as included in the prices for the various items of Work, and the City will make no additional payment therefor.

No separate or additional payment will be made for preparation of each Bi-weekly Schedule Update.

Contractor's failure to update and obtain approved of said updates of the baseline schedule will constitute withholding of any future progress payments until such time as the schedule is updated and accepted by the City.

6-1.2 Commencement Of Work.

Add the following:

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

Notice to Procure – After award of contract, the Contractor shall prioritize preparation and submission of shop drawings for the wayfinding signage, which is considered a critical long-lead item for the Project. Signage shop drawings shall be submitted as soon as practicable following Contract award to allow for sufficient time for review, approval, procurement, and fabrication. After approval of shop drawings, the City will issue to the Contractor a written "Notice to Procure" for all long lead items necessary to construct the Work. Within five working days after receipt of this Notice, the Contractor shall place orders for long lead items. Within the same five days, the Contractor shall submit copies of the orders to the City, along with the manufacturer's estimated delivery dates.

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

For a project that does not require a SWPPP, start job site activities with 15 working days after receiving notice that the Contract has been approved by the Attorney General or the appointed and authorized to represent the Department.

For a project the requires a SWPPP, start job site activities within 55 days after receiving notice that the Contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 work location, submit a separate notice for each location.

You may start job site activities before receiving notice of Contract approval if you:

1. Deliver the signed Contract, bonds, and evidence of insurance to the Department
2. Submit a 72-hour notice
3. Obtain an encroachment permit from the Department
4. Receive the Department's authorization to start
5. Perform work at your own risk

6. Perform work under the Contract

If the Contract is approved, work already performed that complies with the Contract is authorized.

If the Contract is not approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former condition or an equivalent condition. The Department does not pay for the restoration.

The Department does not adjust time for work performed before Contract approval.

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

Add the following subsection:

6-1.3 Preconstruction Conference.

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference. You may start work before the preconstruction conference.

Be prepared to discuss the topics and documents shown in the following table:

Topic	Document
Potential claim and dispute resolution	Potential claim forms
Contractor's representation	Assignment of Contractor's representative
DBE and DVBE	Final utilization reports
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports
Material inspection	Notice of Materials to be Used form
Materials on hand	Request for Payment for Materials on Hand form
Measurements	--
Partnering	--
Quality control	QC plans
Safety	Injury and Illness Prevention Program, Code of Safe Practices, and job site posters
Schedule	Baseline schedule and Weekly Statement of Working Days form
Subcontracting	Subcontracting Request form
Surveying	Survey Request form
Traffic control	Traffic contingency plan and traffic control plans
Utility work	--

Weight limitations	--
Water pollution control	SWPPP or WPCP
Work restrictions	PLACs
Action submittals	--

Add the following subsection:

6-1.4 Notices.

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

Operation	**Office**	**Phone**	**Advance Notice**
Start of Work	City Inspection Section	(562) 570-5160	2 working days
Shutdown of work or resumption of work after shutdown	City Inspection Section	(562) 570-5160	2 working days
Ramp Closure	State Inspector and State Traffic Management Center	Refer to State Permit	7 working days
Traffic Striping and Signs	City Inspection Section	(562) 570-5160	3 working days
Caltrans Lighting or Electrical Facilities	State Electrical Inspector	Refer to State Permit	7 working days

*Notify the Inspection Section before notifying these offices.

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

1. LACSD
   Esther Kang
   Engineering Counter Coordinator, Sewer Design
   562-908-4288 ext. 1204
   engineeringcounter@lacsd.org

2. City of Long Beach Water Department or USA/SC
   (Water, Sewer and Storm Drain Facilities)
   Operations Service Center
   Telephone: (562) 570-2389 or (562) 570-2390

3. Southern California Edison Company or USA/SC
   Telephone: 1-800-655-4555

4. Long Beach Utilities
   (Gas, Water, Sewer and Storm Drain Facilities)
   Telephone: (562) 570-5700

6-1.5 Weekly Update Meetings.

The Agency will schedule and conduct weekly meetings for the purposes of construction management as well as assessing the status of the informal partnership. The weekly meetings will have a set agenda, including, but not limited to, a report and discussion of the status of the following:

a) Weekly Detailed Schedule per 6-1.1(d).
b) Quality assurance/quality control
c) BMPs/SWPPP Compliance
d) Site operations, including coordination of work by others
e) Community/public relations
f) Change Orders
g) Submittals
h) RFI's

6-2 PROSECUTION OF THE WORK.

Add the following subsection:

6-2.3 Sequence of Work. *Add the following:*

The Contractor's construction schedule and sequence of work shall conform to the following:

a) The first order of construction work shall be any construction work specified as such in 6-1.2 or on the Plans.
b) The surface course of pavement shall be scheduled to follow completion of parkway improvements throughout the length of the Project unless otherwise approved in writing by the Engineer.
c) Unless otherwise directed by the Engineer, all parkway improvements behind the curb and gutter shall be completed immediately following completion of a continuous pour of curb and gutter. This requirement shall not be interpreted to prohibit the Contractor from performing concurrent work.

6-6 DELAYS AND EXTENSION OF TIME

Replace the following subsection:

6-6.1 General.

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of the Contract time as provided herein,

but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in 6-6.3.

Such unforeseen events may include:

1. Adverse weather or elements necessitating cessation of work,
2. Traffic maintenance under the Contract.
3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
4. Unanticipated event not caused by either party, such as:
    - War
    - Government Regulations
    - Fires
    - Floods
    - Act of God
    - Act of a public enemy.
    - Epidemic.
    - Fire.
    - Governor-declared state of emergency.
    - Landslide.
    - Quarantine restriction.
5. Issue involving a third party, including:
    - Strikes
    - inability to obtain materials, labor or equipment,
    - Freight embargo.
    - Jurisdictional requirement of a law enforcement agency.
    - labor disputes
    - Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.
6. Required Extra Work
7. Other specific events as may be further described in the Special Provisions.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the Agency. The Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in 6-6.3.

If delays beyond the Contractor's control are caused solely by action or inaction by the Agency, such delays will entitle the Contractor to an extension of time per 6-6.2.

6-7 TIME OF COMPLETION.

Add the following subsections:

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

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

Due to the proximity of educational facilities, bicycle facilities, and pedestrian routes within the Project vicinity, construction activities requiring pedestrian detours (See Division F for additional information), bridge access restrictions, traffic control, lane closures, or Caltrans right-of-way closures shall be performed during Summer 2027 construction window. Contractor shall coordinate all procurement, fabrication, submittals permits, Caltrans approvals, and construction activities to allow commencement of field construction no later than June 2027, and Final Completion no later than August 2027. Contractor's Baseline Schedule shall demonstrate compliance with this requirement.

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

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Add the following subsection:

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

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

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

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

6-8.2 Final Inspection and contract Acceptance. *Add the following:*
When you complete the work, request the Engineer's final inspection.

If the Engineer determines that the work is complete, the Engineer recommends Contract acceptance. Immediately after Contract acceptance, you are relieved from:

1. Maintenance and protection duties

2. Responsibility for injury to persons or property or damage to the work occurring after Contract acceptance except as specified in Division H Section 6-8.3.

6-8.3 Guarantee. *Replace the following:*
Guarantee that work remains free from substantial defects for 1 year after Contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control, including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work part having a substantial defect.

The Department does not pay for corrective work.

During corrective work activities, provide the same insurance specified before Contract acceptance.

The Contract bonds must be in force until the later of (1) the expiration of the guarantee period or (2) the completion of the corrective work.

If a warranty specification conflicts with this subsection, comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists the defective work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start the corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you an order to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 business days of starting the emergency repair work

If you fail to perform the work as specified, the Department may perform the work and bill you.

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

The City will assess liquidated damages at the rate of $4,800 per calendar day that the Contractor exceeds the specified time of completion.

6-11 CLAIMS RESOLUTION. *Add the following subsection:*

6-11.1 Compliance with Mandatory Procedures. Contractor's use of the claims resolution process available in Public Contract Code Section 9204 (as set forth below in Section 6-11.2) shall not satisfy or otherwise excuse Contractor's compliance with the mandatory notice and claim presentation procedures pursuant to Chapter 5 (commencing with Section 930) of Part 3 of Division 3.6 of Title 1 of the California Government Code.

6-11.2 Public Contract Code Section 9204.
Section 9204 is added to the Public Contract Code, to read:

The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a Contractor in connection with a public works project.

For purposes of this section:

1. "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(a) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(b) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(c) Payment of an amount that is disputed by the public entity.

2. "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

3. "Public entity" means, without limitation, except as provided in subparagraph **4.** below, a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

4. "Public entity" shall not include the following:

(a) The Department of Water Resources as to any project under the jurisdiction of that department.

(b) The Department of Transportation as to any project under the jurisdiction of that department.

(c) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(d) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(e) The Military Department as to any project under the jurisdiction of that department.

(f) The Department of General Services as to all other projects.

(g) The High-Speed Rail Authority.

5. "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

6. "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

The claimant shall furnish reasonable documentation to support the claim.

If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph **3**, below, shall apply.

1. If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

2. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree

upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

3. Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

4. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

5. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

This section applies to contracts entered into on or after January 1, 2017.

Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

Add following sections:

6-12 DAMAGE REPAIR AND RESTORATION

6-12.1 General

Before Contract acceptance, restore damaged work to the same state of completion as before the damage. Restoration of damaged work includes restoration of erected falsework and formwork.

The Department does not adjust payment for repair or restoration that the Engineer determines was caused by your failure to construct the work under the Contract or protect the work.

6-12.2 Landscape Damage

Repair slopes or other existing facilities that were damaged after starting job site activities and before starting plant establishment or permanent erosion control establishment.

As ordered, replace plants that have been damaged from either or both of the following conditions:

1. Ambient air temperature falling below 32 degrees F during the plant establishment period
2. Department or its supplier restricting or stopping water delivery during the plant establishment period

This plant replacement work is change order work.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

7-1.1 General. *Add the following:*

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

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

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

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

Replace section 5-1.36C(2) with:

5-1.36C(2) Nonhighway Facility Protection

The utilities shown in the following table may interfere with the work and must be exposed or protected in place. Make arrangements with the utility owner (1) to conduct or witness all exposures or (2) to request temporary deactivation of the utility.

Utilities to Be Exposed and/or Protected in Place During Construction

Utility	Location
6-1.03 Water Line, Long Beach Water District	Between Pier # 10 and Pier #11
1" Lighting Conduit, City Light and Power	Channel View Park Along Sidewalk

Utility location activities must be concurrent with construction activities. Contractor is responsible to identify and locate any existing utilities that may be in conflict prior to construction and if conflicts exist coordinate with the utility owner to mitigate conflicts.

7-1.3 Scaffolding

General

Section 7-1.02K(6)(e) applies to scaffolding constructed:

1. Over traffic
2. On or suspended from a bridge
3. Within a distance equal to the scaffolding height plus 6 feet from the edge of a traveled way open to traffic

Section 7-1.02K(6)(e) does not apply to scaffolding at sound walls, retaining walls, and buildings.
Submit 6 copies of scaffolding shop drawings and 1 copy of scaffolding calculations.
The shop drawings and calculations must be sealed and signed by:

1. Engineer who is registered as a civil engineer
2. Independent checker who is:
   2.1. Registered as a civil engineer in the State
   2.2. Not employed by the same entity that prepared the drawings or calculations

The shop drawings must include:

1. Descriptions, calculations, and values for loads anticipated during scaffolding erection, use, and removal.
2. Methods and equipment for erecting, moving, and removing scaffolding.
3. Design details, including bolt layouts, welding details, and connections to existing structures.
4. Stress sheets showing summary of computed stresses in the scaffolding and in the connections between the scaffolding and existing structures. The computed stresses must include the effects of erection, movement, and removal of the scaffolding.
5. If manufactured scaffolding is used, include the manufacturer's:
   5.1. Name, address, and telephone number
   5.2. Written design load capacities for the scaffolding

Welding must comply with AWS D1.1 for steel and AWS D1.2 for aluminum.

7-1.4 All Projects

Delete the 24th paragraph of section 7-1.04.

7-2 LABOR.

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

PROJECT LABOR AGREEMENT: This Contract may be covered by a Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours worked. The local hire provision requires best efforts to utilize qualified workers residing in first tier zip codes (which include all of the City of Long Beach), then in second tier zip codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties. However, if Project work is funded in full or in part by State of California Tideland funds, then the local hire provision requires best efforts to utilize qualified workers residing within the Counties of Los Angeles or Orange. In addition, there is a provision with a goal of 10% to hire Transitional Workers and Veterans.

Contractor shall complete and deliver to City the form ("Letter of Assent") to comply with the PLA. Contractor agrees to work with the City and its selected Independent Jobs Coordinator, if applicable, to promote the local hiring goals and objectives of the PLA.

CALIFORNIA WAGE RATE REQUIREMENTS: Contractor agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. If there is a difference between the general prevailing wage rates determined by the director of the Department of Industrial Relations and the applicable minimum wage rates determined by the Secretary of Labor (for federally assisted projects) for similar classifications of work, the Contractor and its subcontractors of every tier shall pay their workers not less than the higher wage rate.

In all bid specifications, contracts and subcontracts for any such Public Work, Developer shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The awarded contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1776.

This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5th floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website http://www.dir.ca.gov/dlsr. This project will be subject the 2026-2 prevailing wage rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Contractors are required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE: This project is subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH: Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.

APPRENTICESHIP EMPLOYMENT (CONTRACTS OVER $30,000 ONLY): The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. For federally assisted contracts,

prospective bidders should refer to the Federal Davis Bacon Contract Provisions and Related Matters (29 CFR § 5.5) in Appendix E.

PENALTIES: Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Labor Code § 1720 et seq. The Awarded Consultant expressly agrees to comply with the penalty provisions of California Labor Code section 1776.

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM: Bidders are advised that this project is subject to the City's SBE Program. An **10 percent combined** SBE/VSBE/LSBE goal has been assigned to this project. See Divisions C and E of the Specifications.

Replace Section 7-3, "Liability Insurance," and 7-4,"Workers' Compensation Insurance," with the following combined section.

7-3 LIABILITY AND WORKERS' COMPENSATION INSURANCE.

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

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

7-3.1 Minimum Insurance Requirements.

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

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

7-3.1.3 Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than $1,000,000 per accident or occupational illness.

7-3.2 Acceptability of Insurers The insurance required herein must be placed with carriers as follows:

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

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

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

7-3.3 Verification of Coverage.

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

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

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

7-3.4 Documentation Required.

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

7-3.4.1 Certificates of insurance evidencing the required general liability insurance,

automobile liability insurance, and workers' compensation insurance required hereunder.

7-3.4.2 General liability insurance endorsements.

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

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

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

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

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

7-3.4.3 Automobile liability insurance endorsements.

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

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

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

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

(e) ADDITIONAL INSURED COVERAGE NOT AFFECTED BY INSURED'S DUTIES AFTER ACCIDENT OR LOSS endorsement. The policy must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect

coverage to the City, its Boards or Commissions, or their officials, employees, or agents.

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

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

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

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

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

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

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

7-3.6 Subcontractors.

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

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

The Contractor shall procure all necessary licenses and permits pay the fees and costs associated with obtaining them and give all notices necessary and incidental to the performance of the Work. Comply with PLACs. Maintain a copy of each PLAC at the job site. Submit copies of Contractor-obtained after-award PLACs.

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

Add the following section:

7-5.2 Caltrans Encroachment Permit.

A Caltrans Encroachment Permit is required for the work which is within State right-of-way along State Route 22. The Contractor shall assist the City in obtaining and complying with the permit.

The City has submitted the initial permit application, a copy of which is included herein. The Contractor shall anticipate the possibility of required ramp closures and implementation of traffic detour routes, as well as restricted work hours, scheduling and access. If the Contractor wishes to submit different traffic control plans from those submitted by the City, the Contractor shall have those plans prepared by a licensed Civil Engineer at its cost.

The City will reimburse the Contractor for direct permit fees upon the Contractor's submittal of a receipt for those fees. Payment for all other costs for compliance with encroachment permit requirements shall be included in the various items of Work, and no additional payment will be made for those costs.

7-6 THE CONTRACTOR'S REPRESENTATIVE

Add the following:

Before starting work, assign a representative to:

1. Receive the Engineer's orders
2. Prosecute the Engineer's orders
3. Supervise the workers
4. Coordinate the subcontractors' work
5. Coordinate and manage project safety work

The representative must be present at the job site while work is in progress. Submit the representative's name and telephone number so the representative can be easily contacted to perform emergency work while work is not in progress.

7-8 WORK SITE MAINTENANCE.

Add the following:

7-8.1 General

Maintain and protect work until the Department has granted relief from maintenance or accepted the Contract.

Do not remove any padlock used to secure a portion of the work until the Engineer is present to replace it. Notify the Engineer at least 3 business days before removing the lock.

Prevent construction equipment that exceeds the maximum weight limits in Veh Code Div 15 from operating on completed or existing treated base, pavement, or structures.

Comply with Caltrans 2024 Standard Specifications Section 13-4," Job Site Management" of for spill prevention and control, material management, waste management, nonstormwater management, and dewatering activities.
Comply with Caltrans 2024 Standard Specifications Section 10-5, "Dust Control".

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

7-8.2 Air Pollution Control. *Add the following:*
Comply with air-pollution-control rules, regulations, ordinances, and statures that apply to work performed under the Contract, including those provided in Govt Code § 11017 (Pub Cont Code § 10231).

Do not dispose of material by burning.

7-8.3 Noise Control. *Replace this subsection with the following:*
Control and monitor noise resulting from work activities.

Do not exceed 86 dBA Lmax at 50 feet from the job site from 9:00 p.m. to 6:00 a.m. Noise control is subject to the provisions of Long Beach Municipal Code section 8.80, "Noise."

7-8.4 Storage of Equipment and Materials. *Add this subsection:*
Comply with with Caltrans 2024 Standard Specifications Sections 13-4.03C Material Management and 13-4.03E Nonstormwater Management.

7-8.6 Water Pollution Control.
Replace this subsection with the following:
Comply with Encroachment Permit Special Provisions "*Stormwater Special Provisions for Minimal or no Impact (SWSP)"* included in Division F.

Explanation of BMPs described in the Encroachment Permit Special Provisions are included in Division G of these Specifications. The Contractor shall have at least two readily accessible copies of these descriptions at the Work site at all times

7-8.6.3 SWPPP. *Add the following subsection:*
A Storm Water Pollution Prevention Plan (SWPPP) is not required for projects where land disturbance is less than one acre.

Add the following subsection:

7-8.8 Vermin Control.
At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin and pests. The Contractor shall arrange and pay for necessary extermination work as part of the Work within the Contract time. The Contractor shall use the services of a licensed exterminator in accordance with the requirements of the governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

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

Add the following subsection:

7-8.9 Graffiti Removal.

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

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

Replace with the following subsections:

7-9.1 Property And Facility Preservation

Preserve and protect:

1. Highway improvements and facilities
2. Adjacent property
3. Waterways
4. ESAs
5. Lands administered by other agencies
6. Railroads and railroad equipment
7. Nonhighway facilities, including utilities
8. Survey monuments
9. Department's instrumentation
10. Temporary work
11. Roadside vegetation not to be removed

Comply with Govt Code § 4216 et seq. Notify the Engineer at least 3 business days before you contact the regional notification center. Failure to contact the notification center prohibits excavation.

Immediately report damage to the Engineer.

If you cause damage, you are responsible.

The Department may make a temporary repair to restore service to a damaged facility.

Install suitable safeguards to preserve and protect facilities from damage.

Install temporary facilities, such as sheet piling, cribbing, bulkheads, shores, or other supports, necessary to support existing facilities or to support material carrying the facilities.

7-9.2 Landscape

If you damage plants not to be removed:

1. Dispose of them unless the Engineer authorizes you to reduce them to chips and spread the chips within the highway at locations designated by the Engineer
2. Replace them

Replace plants with plants of the same species. Replace trees with 24-inch-box trees.

Replace shrubs with no. 15-container shrubs.

Replace ground cover plants with plants from flats. Replace *Carpobrotus* ground cover plants with plants from cuttings. Plant ground cover plants 1 foot on center.

If a plant establishment or permanent erosion control establishment period is specified, replace plants before the start of the plant establishment or permanent erosion control establishment period; otherwise, replace plants at least 30 days before Contract acceptance.

Water each plant immediately after planting. Saturate the backfill soil around and below the roots or the ball of earth around the roots of each plant. Water as necessary to maintain plants in a healthy condition until Contract acceptance.

7-9.3 Irrigation Facilities

Keep existing irrigation facilities in place that are described to be removed, relocated, or modified until the Engineer determines they are no longer needed.

Maintain the existing water supply. If the existing water supply is interrupted for more than 3 consecutive days, provide an alternative water supply. Water the existing plants in the area irrigated from that water supply, including those maintained by the Department, as necessary to maintain healthy plant growth.

If you and the Department irrigate existing plants from the same water supply, furnish enough water to the Department for watering plantings on and off the highway as necessary to maintain a healthy condition through Contract acceptance.

If you damage irrigation facilities not to be removed:

1. Remove and dispose of them.
2. Repair and replace damaged facilities within 10 days.
3. Use similar commercial-quality components from the same manufacturer or components that are compatible with the existing irrigation system if authorized.
4. After completing the repair or replacement of the facilities, perform an operational test in the presence of the Engineer. If you repair or replace the remote control valves, conduct the test with the irrigation controller in the automatic mode.

Notify the Engineer:

1. At least 4 business days before shutting off the water supply to any portion of the existing irrigation system

2. Immediately after restoring the water supply to any portion of the existing irrigation system

7-10 SAFETY.

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

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

7-10.4 Safety. *Add the following:*

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

7-10.6 Construction Area Information Sign and Community Outreach.

The Contractor shall furnish and install construction area information signs per the Standard Plans. The type of work, estimated date of completion, and contact telephone number shall be attached to each sign by aluminum overlay plates as shown on the Standard Plans. The Contractor shall post the signs along each street under construction, one at each end of construction and one at each side street entering each street under construction. The Contractor shall also post the signs along streets where traffic controls will impose traffic disruptions or delays or as shown on the Plans. The Contractor shall post the signs whenever traffic controls will be in place for two weeks or longer.

When traffic controls have been removed, The Contractor shall deliver the signs to a site specified by the Engineer.

The Contractor shall give one-week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. The notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached. The notice must be reviewed and approved by the City representative before it's released.

The Contractor shall be responsible for installing one project construction sign. The graphic will be provided by the City which shows an image of the project and other detail information. The project image sign size shall be 4 feet in height and 8 feet wide imaged on white aluminum metal or similar, weather- and graffiti-resistant material. The sign shall have graffiti resistant coating. The project sign shall be attached to posts where the bottom of the sign is 7 feet from the ground. The Contractor is responsible to ensure the project sign does not interfere with operations and must seek City approval for location.

7-10.6.1 Temporary Security/Construction Fence. *Add the following to this subsection:*

The Contractor shall install temporary Project site security/construction fence(s) indicated on Drawings or as required for safety and as specified herein. New or used material may be furnished. Security of Project site and contents is a continuous obligation of Contractor.

Unless otherwise indicated or specified, security fence shall be constructed of 6-foot high chain link fencing with a 6-foot high windscreen that is stable through inclement weather conditions. Space posts not to exceed 10 feet on centers. Posts shall be of following nominal pipe dimensions: terminal, corner, and gatepost 2 ½-inch, line posts 2-inch. Chain link fence shall be not less than #13 gauge, 2-inch mesh, and in one width. Posts, fence, and accessories shall be galvanized and as follows:

a) Shall be set in the earth a depth of 24-inch with soil firmly compacted around post, unless required otherwise in writing by Construction Manager.
b) Fence fabric shall be attached to posts with #14 gauge tie wire at 16 inches on center. A #6 gauge steel tension wire with turnbuckles shall be installed at top and bottom of barricade fencing. Wire tie fabric to tension wires at 18" centers.
c) Windscreen/Graphic Fence Wrap shall be attached to fence fabric and steel tension wires at 18-inch centers with a minimum of #14 gauge tie wire. Windscreen shall be maintained and all rips, tears, missing sections shall be corrected upon notification by the Construction Manager. Refer to section 7-10.6.2 for the “Graphic Fence Wrap” guidelines.
d) Chain link fencing shall be free from barbs, icicles or other projections resulting from galvanizing process. Fence having such defects will be replaced even if it has been installed.
e) Gates shall be fabricated of steel pipe with welded corners, and bracing as required. Fence and fabric to be attached to frame at 12-inch centers. Provide all gate hardware of a strength and quality to perform satisfactorily until barricade is removed upon Substantial Completion of the Work. Each gate shall have a chain and padlock. Provide two gate keys to the Owner’s Authorized Representative (OAR). At Substantial Completion of the Work, remove barricade from Project site, backfill and compact fence footing holes. Existing surface paving that is cut into or removed shall be patched and sealed to match surrounding areas.
f) At Contractor’s expense and without limitation remove or relocate fencing, fabric and barricades or other security and protection facilities as rapidly as required in order to provide for progress of the Work.

7-10.6.2 Graphic Fence Wrap for Temporary Security/Construction Fence

a) **Purpose**, This guideline outlines requirements for temporary fencing on public construction projects. To minimize the visual impacts of construction activity, the standards contained herein are being implemented to ensure that fencing is aesthetically pleasing and enhances the surrounding environment as well as provide a level of consistency across the City.
b) **Scope**, This fencing guideline is applicable to this Project. Prior to the start of any on-site/offsite construction, the Contractor shall submit a construction plan for

pedestrian protection, construction area perimeter fencing with custom-printed screen(s), street lane closures, construction staging, shoring excavations, and the routing of construction vehicles (excavation hauling, concrete, and other deliveries, etc.). General Contractor shall install FenceScreen.com Custom Printed Flex Mesh screen(s), Series 411 – 100% blockage, or equivalent, fence screening along the perimeter of the development site during construction of the on-site improvements until final inspection by the City. The graphics shall depict positive images of the City or other artistic concepts. Prior to submitting the graphic design for printing, the Contractor shall consult with PW to review and approve.

The Contractor shall maintain a temporary chain link fence around the project site and all construction related staging and other areas at all times throughout the duration of the construction. The fence shall be a minimum of 6-feet high with a new, high quality windscreen fabric covered with graphics to screen construction activities from the public. Contractor to assume 50% of one side of the windscreen will be printed with color graphics. Graphics to be supplied by the City but the layout and panel graphic size is entirely the contractor responsibility for coordination of layout. Gates for the temporary fencing shall be maintained closed and locked at all times during non-working hours to prevent unauthorized access to the construction area and to open excavations. The Contractor shall submit details of the temporary fencing and fabric mesh (assume at least 100% blockage) for review and approval, including footing or support details demonstrating that the fence has adequate lateral support for all anticipated loads. At the conclusion of the construction activities, the windscreen shall be delivered to the City or disposed of at contractors cost.

c) Requirements:

- 50% of fenced area must contain City images. The remaining 50% must be a new blue windscreen with no rips, tears, etc.
- Thumbnails of the city images will be given to the contractor. The contractor is responsible for working with a vendor to layout the graphics. The graphics must cover the fence from top to bottom. The graphic images shall not be cut in half, but the graphic images should be continuous to each panel of fence. The order and sequence of relevant images will be reviewed by the City for application at this site.
- The total square footage of fenced area shall be calculated by multiplying the height of the fence by the length of perimeter fencing.

d) Submittals: The following items shall be submitted to PW for review and approval:

- Plan drawing highlighting the perimeter fencing to be installed.
- Color elevation depicting the images to be installed.
- Breakdown of the total image areas per the categories outlined above within the “Requirements” section.
- No deviations will be allowed.

All submittal items shall be packaged together and submitted for approval prior to fabrication and installations.

e) Maintenance and Replacement, All fencing and color graphic screening must

be maintained in good condition. Damaged fencing must be replaced within 48 hours and faded or torn graphics must be replaced in one week at the Contractor's cost.

Payment for the construction area information signs and fencing shall be considered as included in *the bid* and no additional payment will be made.

7-11 AERIALLY DEPOSITED LEAD

Add the following subsections:

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Replace Section 7-1.02K(6)(j)(iii) with:

7-1.02K(6)(j)(iii) public safety Material Containing Lead

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Manage regulated earth material containing lead under sections 14-11.09.

Unregulated earth material containing lead may be present on the job site at the following locations:

Location	Element of work	
Sht U-1 Excavation Location	trenching for electrical conduit installation	

Unregulated earth material containing lead has been detected within 600 feet of the job site. East of the Los Cerritos Channel levels of lead found range from 4.32 to 236 mg/kg total lead as analyzed by EPA test method 6010 or EPA test method 7000 series and based upon a 95 percent upper confidence limit. The excavation location is on property owned City of Long Beach and is more than 50 feet away from the EB SR-22 edge of shoulder. Levels of lead at the excavation location are expected to be within the threshold for unregulated earth material containing lead.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA

2. CA RWQCB, Region 4 Los Angeles

If unregulated material is disposed of:
1. Submit at least 15 days before disposal, the form titled "Agreement between a Contractor Working on State Facilities and a Real Property Owner for Disposing Construction-related Material Suitable for Use on Residential Zoned Property" which discloses the lead concentration of the material to the receiving property owner and obtains authorization for disposal on the property. Give a copy of the signed form to the property owner.
2. You are responsible for any additional sampling and analysis required by the receiving property owner.

If you choose to dispose of unregulated material at a commercial landfill:
1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

7-13 LAWS TO BE OBSERVED.

Add the following subsections:

7-13.1 General

Comply with laws, regulations, orders, and decrees applicable to the project. Indemnify and defend the State against any claim or liability arising from the violation of a law, regulation, order, or decree by you or your employees. Immediately report to the Engineer a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the Department incurs any fines or penalties because of your failure to comply with a law, regulation, order, or decree, the Department deducts the amount of the fine or penalty.

Immediately notify the Engineer if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

7-13.2 US Fair Labor Standards Act

Comply with 29 USC § 201 et seq.

7-13.3 Emissions Reduction

Submit to the Department the following certification before performing the work:

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the

performance of the work and maintain compliance throughout the duration of this Contract.

Contract signing constitutes submittal of this certification.

7-13.4 Nondiscrimination

Under 2 CA Code of Regs § 11105:

1. During the performance of this contract, the recipient, contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and

all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Under 2 CA Code of Regs § 11122:

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE SECTION 12990)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of $5,000 or more.

1. As used in the specifications:
   a. "Act" means the Fair Employment and Housing Act.
   b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the

Administrator delegates authority;

2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of $5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:
    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.
    b. Provide written notification within seven days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.
    c. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
    d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay

or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.

e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.

7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.
8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.
11. The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper,

or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

7-13.5 Occupational Safety and Health Standards

7-13.5.1 General

Submit copies of your Injury and Illness Prevention Program, Code of Safe Practices, and permits required by Cal/OSHA as informational submittals.

You must contact the local public health service department for information concerning public health conditions within the area of the project.

You are the controlling employer and must ensure hazardous conditions are corrected (Labor Code § 6400).

The Engineer may notify Cal/OSHA if you fail to establish or maintain a safe and healthful workplace.

Submit copies of your Injury and Illness Prevention Program, Code of Safe Practices, and permits required by Cal/OSHA as informational submittals. The program must address the use of personal and company-issued electronic devices during work. Do not allow the use of entertainment and personal communication devices in the work zone. Workers may use a communication device for business purposes in the work area, at a location where their safety and the safety of other workers and the traveling public is not compromised.

The Department is not responsible for the health and safety of:

1. Contractor's personnel
2. Subcontractor's personnel
3. Supplier's personnel
4. Any other persons present at the job site at the request of you or your subcontractors.

7-13.5.2 Excavation Safety

Comply with Labor Code § 6705 while excavating. For an excavation 5 feet or more in depth, submit shop drawings for a protective system.

The drawings must show the design and details for providing worker protection from caving ground during excavation.

Shop drawings of protective systems for which the Construction Safety Orders require design by a registered professional engineer must be sealed and signed by an engineer who is registered as a civil engineer in the State.

The submittal must allow review time and include the contents shown in the following table except the review time is 65 days for an excavation on or affecting railroad property:

Drawing Review Time and Contents

Topic	Plan not requiring a signature	Plan requiring a signature
Review time	5 business days before excavating	20 days before excavating
Contents	Drawings Calculations Material information Proprietary system information	Drawings Calculations Material information Proprietary system information Soil classification Soil properties Soil design calculations

7-13.5.3 Lead Safety

7-13.5.3.1 Lead Compliance Plan

This subsection applies if a bid item for a lead compliance plan is shown on the Bid Item List.

Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

Submit a plan:

1. That documents your compliance program to prevent or minimize worker exposure to lead
2. Including the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B)
3. Sealed and signed by a CIH with knowledge of and experience complying with 8 CA Code of Regs

Allow 7 days for review. Obtain authorization for the plan before starting any activity that presents the potential for lead exposure.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including State employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance plan.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 State employees.

7-13.6 Fire Protection

Submit the names and emergency telephone numbers of the nearest fire suppression agencies before the start of job site activities as an informational submittal. Post the names and phone numbers at a prominent place at the job site.

Submit a copy of your fire prevention plan required by Cal/OSHA as an informational submittal before the start of job site activities.

Cooperate with fire prevention authorities in performance of the work.

Immediately report fires occurring within and near the project limits by dialing 911 and to the nearest fire suppression agency by using the emergency phone numbers retained at the job site.

Prevent project personnel from setting open fires that are not part of the work.

Prevent the escape of and extinguish fires caused directly or indirectly by job site activities.

7-13.8 Vehicle Code

Under Veh Code § 591, the Department determines areas within the project limits are open to public traffic. For those areas, comply with the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Veh Code.

Veh Code § 591 does not relieve you or any other person from the duty of exercising due care.

Add the following section:

7-15 TAXES.

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

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

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

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

City Controller
City of Long Beach
411 W. Ocean Boulevard, 6th Floor

Long Beach, CA 90802

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

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

Add the following section:

7-16 INDEMNIFICATION.

7-16.1 General.

The Contractor shall indemnify, hold harmless, and protect City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising from the Contract or the Work performed by Contractor, or any of its officers, agents, employees, subcontractors of any tier, material suppliers, or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnified Party including, but not limited to, liability arising from:

a) Bodily or personal injury, emotional injury, sickness or disease, or death to any persons;

b) Damage to property, including property under the care and custody of City;

c) Civil fines or penalties;

d) Any dangerous, hazardous, unsafe or defective condition of, in or on the Work site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Work site by Contractor, its officers, agents, employees or subcontractors;

e) Any operation conducted upon or any use or occupation of the Work site by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of the Contract or otherwise;

f) Any act, omission or negligence of Contractor, its officers, agents, employees, or subcontractors;

g) Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or City arising out of Contractor's Work, for which the Contractor is responsible;

h) Any and all claims against City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished, including all incidental or consequential damages resulting to City from such claims;

i) Failure to comply with any applicable law, statute, code, ordinance, regulation, permit, or orders, including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code;

j) Any misrepresentation, misstatement or omission with respect to any statement made in or any document furnished by the Contractor in connection therewith;

k) Any breach of any duty, obligation, or requirement under the Contract Documents.

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

7-16.2 Defense of Claims, Enforcement and Restrictions.

a) In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties against all Claims. If any Claim is alleged or brought against Indemnified Parties, Contractor shall defend Indemnified Parties at Contractor's expense by legal counsel approved by City and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

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

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

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

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

f) Failure of City to monitor compliance with these requirements imposes no

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

7-16.3 No Limitations.

Contractor's obligations under this Section 7-16 are in addition to any other rights or remedies which the Indemnified Parties may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Section 7-16: (i) are separate and independent from the insurance provisions set forth above; and (ii) do not limit, in any way, the applicability, scope, or obligations set forth in the insurance provisions. In claims, suits, or demands against any Indemnified Party by an employee of the Contractor, a subcontractor, anyone directly or indirectly, employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification and defense obligations shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Add the following section:

7-17 PUBLIC CONVENIENCE.

Compliance with section 7-1.03 does not relieve you of your responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction.

Where possible, route traffic on new or existing paved surfaces.

Install signs, lights, flares, temporary barrier system, barricades and other facilities to direct traffic. Provide flaggers whenever necessary to direct the movement of the public through or around the work. Flagging must comply with section Caltrans 2023 Standard Specifications Section12-1. When not described and if ordered, providing flaggers is change order work.

You are required to pay for the cost of replacing or repairing all facilities installed under change order work for the convenience, direction, or warning of the public that are lost while in your custody or are damaged by your operations to such an extent as to require replacement or repair.

Add the following section:

7-18 PUBLIC SAFETY

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic. Control dust resulting from the work, inside and outside the right-of-way.
Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary barrier system, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with Caltrans 2024 Standard Specifications Section 12-1. Providing flaggers is included in the bid items of work involved.

At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Keep existing traffic signals and highway lighting in operation. Other forces within the Department will perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Except for work specified in Caltrans 2024 Standard Specifications Section 12, maintaining, and removing the covers on construction area signs is included in the bid items of work involved.

Install temporary illumination such that the illumination and the illumination equipment do not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workers and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, your vehicles and equipment must yield to traffic. Compensation for flaggers, used for all movement of workers and

construction vehicles and equipment on or across lanes open to traffic, is included in the bid items of work involved.

Immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 25 days and not more than 125 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in compliance with the *California MUTCD* and any directions of the Engineer. Signs must comply with the dimensions, color, and legend requirements of the *California MUTCD* and Caltrans 2023 Standard Specifications Section 12-3.11 except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and concrete-curing water. Extend overhead protection for pedestrians at least 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Provide railings, barricades and barriers between temporary pedestrian walkways and construction activities. Temporary pedestrian facilities must comply with the *California MUTCD*, Part 6, Chapter 6D, "Pedestrian and Worker Safety", as well as the current California ADA codes

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Contractor shall provide a temporary overhead covering system above the pedestrian path to protect against falling objects. Protection system should account for a continuous overhead protective surface supported by an appropriate framing system consisting of a rigid covering layer capable of shielding pedestrians from falling objects, such as decking or similar protective surfaces. In addition, contractor to provide supplemental netting or screening along exposed edges or work zones to contain smaller debris.

Where construction activities occur above active traffic lanes, the Contractor shall ensure that no falling objects can reach traffic below.

Lane closures, freeway closures may be used to eliminate exposure to overhead hazards. This is acceptable provided all overhead work with risk of falling objects is performed while traffic is not present below. No work involving suspended loads or falling object risk shall occur over open lanes without adequate protection

Where the Contractor proposes to perform work over active traffic lanes and cannot fully rely on closures, the Contractor shall provide a designed containment/protection system that prevents falling objects from reaching the roadway. The Contractor shall submit:

- Engineered shop drawings
- Structural design calculations
- Details demonstrating how the system protects traffic below

The protection system should account for a structural support system located beneath the bridge or work area. This should also include a continuous protective surface or deck capable of intercepting falling objects, including larger components associated with installation activities. Protection system to include framing and protective elements sufficient to protect motorists from both small debris and larger falling items associated with the work. Contractor to coordinate protection approach with traffic control staging and clearly identify in submittals when traffic closures will be used and protective systems are required

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

Install temporary barrier system or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of temporary barrier system is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. Side slope where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Barrier or railing

Offset the approach end of temporary barrier system a minimum of 15 feet from the edge of an open traffic lane. Install the temporary barrier system on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary barrier system must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary barrier system.

Secure temporary barrier system in place before starting work for which the temporary barrier system is required.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

The City has prepared a bike detour plan exhibit as a guide for Contractor reference. See Division F for Temporary Traffic Control Bikeway Route 10 Detour Plan.

Contractor shall prepare a full traffic control plan for pedestrian/bike route closure including timelines for implementation during the project and for removal and restoration upon completion of the project. Traffic control plan shall be submitted to the Engineer for approval prior to start of any project work.

Add the following section:

7-19 RESPONSIBILITY TO OTHER ENTITIES

You are responsible for any liability imposed by law and for injuries to or death of any person, including workers and the public, or damage to property. Indemnify and save harmless any county, city or district and its officers and employees connected with the work, within the limits of which county, city, or district the work is being performed, all in the same manner and to the same extent specified for the protection of the State.

Add the following section:
7-20 OTHER

You are responsible to the fullest extent allowed by law, to defend and indemnify the State for any and all injury, illness, disease, or death arising out of or caused by an organism, including but not limited to animals, microscopic bacteria, fungi, plants and the like, to which persons, including but not limited to the public, any employees or agents of yours, the State, or any other contractors that are exposed in connection with the work on the project.

Add the following section:
7-21 UNSHELTERED INDIVIDUALS ENCAMPMENTS

Notify the Engineer at least 10 days prior to needing access to areas in the right of way with encampments that affect performance of the work. The Department will remove encampments including encampment debris.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

No Facilities For City Personnel Are Required For This Work.

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-2.1 Methods of Measurement. *Add the following:*
The Department determines bid item quantities under US customary units.

9-3 PAYMENT.

9-3.1 General. *Add the following:*

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

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

All subsequent sections' costs and costs not specifically listed in itemized bid will be considered incidental and part of all other work listed here within. Said cost will be at the sole cost of the contractor and at no additional cost to the City.

9-3.1.1 Payment Scope *Add the following:*
The Department pays you for furnishing the resources and activities required to complete the work. The Department's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. PLACs and taxes
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or labor, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment

Full compensation for work specified in Caltrans Standard Specifications divisions I, II, and XI is included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

If an alternative is described in the Contract, the Department pays based on the bid items for the details and specifications not described as an alternative unless the bid item is described as an alternative, in which case, the Department pays based on the details and specifications for that alternative.

Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.

All items in a list apply unless the items are specified as choices.

Bid Items and Caltrans 2024 Standard Specifications Applicable Sections

Item code	Item description	Applicable section
510501A	MINOR CONCRETE (NONSHRINK GROUT)	51
600002A	GRAFFITI REMOVAL	60
770300A	LIGHTING SYSTEM (CITY)	77
770200A	MODIFYING ELECTRICAL SYSTEMS (CITY)	77
780401A	COMMUNITY IDENTIFICATION (PANELS)	78
780402A	COMMUNITY IDENTIFICATION (LETTERS)	78
780436A	PREPARE AND PAINT CONCRETE BRIDGE PIER	78

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

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

Add the following:

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

9-3.4 Mobilization. *Replace the entire subsection with the following:*

Mobilization shall consist of preparatory work and operations for the street improvement, 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, coordination with utility companies, and for all other work and operations which must be performed or costs incurred including bonds, riders, insurance and financing prior to beginning work on the various contract items, and for obtaining all business licenses and permits as required for entire project, from all related agencies including, but not limited to, Caltrans, utility companies, and the City. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, installing construction water supply per agency requirements, posting all OSHA and labor compliance notices and posters at the job site and all other related work as required at all times and for all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Demobilization, including removal of all contractor equipment, field offices, laboratories, restoration of the area used for the Contractor’s yard and access, removal of temporary roads, striping, markings, and signage and submittal of record drawings shall be included in this item.

Add the following:

9-3.4.1 Payment

Payment for **Mobilization (Not to Exceed 5% of Total Bid Price)** shall include all related administration for the entire contract period and will be made based on a split such that 75 percent of the lump sum price bid is considered mobilization and 25 percent is considered demobilization. The lump sum price bid for Mobilization shall not exceed five(5) percent of the total bid price. Exceedance of the five-percent limitation may render the bid non-responsive. When Contract Items are altered as provided in the General Provisions, no additional mobilization or demobilization costs will be allowed.