

1 Contractor the amount(s) for materials and work identified in Contractor's "Rate
2 Schedule," attached hereto as Exhibit "A-1".

3 C. Contractor shall submit requests for progress payments and City will
4 make payments in due course of payments in accordance with Section 9 of the Standard
5 Specifications for Public Works Construction (latest edition)."

6 2. Section 4 of Contract No. 29697 is hereby amended in its entirety to
7 read as follows:

8 "4. TIME FOR CONTRACT. Contractor shall commence work on a date
9 to be specified in a written "Notice to Proceed" from the City and shall complete all work
10 during the term of the contract, specifically, July 1, 2006 through June 30, 2008, subject
11 to strikes, lockouts and events beyond the control of Contractor. Time is of the essence
12 hereunder. City will suffer damage if the work is not completed within the time stated, but
13 those damages would be difficult or impractical to determine. So, Contractor shall pay to
14 City, as liquidated damages, the amount stated in the Contract Documents."

15 3. The revised Plans & Specifications R-6694 are attached to this First
16 Amendment as Exhibit "E" and incorporated by this reference.

17 4. Except as expressly amended herein, all terms and conditions in
18 Contract No. 29697 are ratified and confirmed and shall remain in full force and effect.

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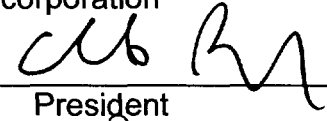
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

UNITED STORM WATER, INC., a California corporation

_____, 2007

By 
President

Eduardo Perry Jr.
(Type or Print Name)

_____, 2007

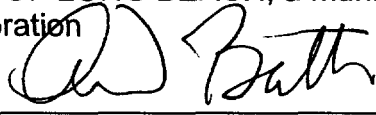
By 
Secretary

Robert Piña
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

July 19, 2007

By 
City Manager

"City"

This First Amendment to Contract No. 29697 is approved as to form on

_____, 7/19, 2007.

ROBERT E. SHANNON, City Attorney

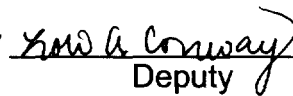
By 
Deputy

EXHIBIT “A-1”

**United Storm Water, Inc.
Rate Schedule**

HOURLY RATES FOR OPERATED EQUIPMENT – INCLUDES OPERATOR

ITEM NO.	EQUIPMENT	STRAIGHT TIME	OVERTIME*	HOLIDAY**
103***	Vacuum Truck, 120 BBLs Mild Steel	\$75	\$93	\$125
104***	Vacuum Truck, 120 BBLs Stainless Steel	\$79	\$97	\$129
131	Dump Truck 2-Axle	\$65	\$83	\$115
111	Roll-off Truck	\$72	\$90	\$122
124***	Vactron	\$75	\$93	\$125
717	Fuel Surcharge/Insurance	15% of Trucking Charges		

***Overtime:** Overtime applies to vehicles listed above during any period worked in excess of 8 hours per day Monday through Friday and from Friday midnight through Sunday midnight

****Holidays:** On the following holidays, there will be an additional charge of **\$50.00 per man-hour**.

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	December 24 th
Good Friday	Christmas
Veteran's Day	

*****Overnight demurrage** on vacuum trucks, end dumps, drop deck, and dry vans
\$250.00/day

Prevailing Wage Surcharge **\$25.00/hr.**
When Prevailing Wage Rates or Davis Bacon Wage Rates apply, there will be an additional charge of \$25.00 per hour for all personnel and/or operated equipment.

All charges are computed on a portal-to-portal basis from our City of Industry Terminal. A four hour minimum applies to all equipment and personnel called out.

**HOURLY RATES FOR UNOPERATED EQUIPMENT
(OPERATOR BILLED SEPARATELY, IF APPLICABLE)**

EMERGENCY RESPONSE UNITS

ITEM NO.	EQUIPMENT	RATE
153	Utility Truck (E.R.)	\$40/hr
155	Stakebed Truck W/Liftgate	\$25/hr
157	Biowaste Trailer	\$150.00/day

CLEANING EQUIPMENT

ITEM NO.	EQUIPMENT	RATE
489	Jetter Unit (towable)/ 4,000 P.S.I. wash unit	\$ 60.00/hr
488	Hydrotech High Pressure Wash Unit	\$ 50.00/hr
402	Steam Cleaner	\$ 35.00/hr
411	Pressure Washer 3600 P.S.I. Hot Water	\$175.00/day

OTHER EQUIPMENT

ITEM NO.	EQUIPMENT	RATE
240	Hazcat Test	\$ 55/test
241	Hazcat Kit	\$150/day
243	3.6 K Generator	\$ 60/day
251	Portable Light Plant	\$120/day

PERSONNEL HOURLY RATES

ITEM NO.	STAFF POSITION	STRAIGHT TIME*	OVERTIME**	DOUBLE TIME***
301	Supervisor/Equipment Operator	\$52.00	\$65.00	\$78.00
302	Technician	\$38.00	\$51.00	\$64.00
520A	Confined Space Rescue Trained "Specialist"	\$95.00	\$108.00	\$121.00
520	Confined Space Gear	\$250.00/per day per crew		

***Straight Time:** Straight time is defined as the first 8 hrs. worked between the hours of 7:00 A.M. TO 5:00 P.M., Monday through Friday.

****Overtime:** Overtime is any period worked more than 8 hrs. and less than 12 hrs. between 7:00 A.M. and 5:00 P.M. Monday through Friday and any period prior to 7:00 A.M. or after 5:00 P.M. Monday through Friday, and the first 12 hrs. worked Saturday.

*****Double Time:** Double time is any period worked in excess of 12 hours Monday through Saturday and all of Sunday.

Prevailing Wage Surcharge **\$25.00/hr.**
 When Prevailing Wage Rates or Davis Bacon Wage Rates apply, there will be an additional charge of \$25.00 per hour for all personnel and/or operated equipment.

All charges are computed on a portal-to-portal basis from our City of Industry Terminal. A four hour minimum applies to all equipment and personnel called out.

OTHER CHARGES

DISPOSAL

ITEM NO.	ITEM	RATE
702	*U.P.S. Washout	\$175.00 for hazardous waste \$120.00 for non-hazardous waste

*Washout is done if United Pumping Service, Inc., is used.

CONSUMMABLES

ITEM NO.	ITEM	RATE
800	Disposable Tyvek Suit	\$ 9.00/each
827	Disposable Tyvek Suit (poly)	\$ 12.00/each
828	Saranex Suit	\$ 17.00/each
849	Sigel Suit (Acid Suit)	\$ 47.00/day
850	Hazardous Atmosphere Enviro Suit	\$150.00/day
848	Rain Gear – Heavyweight	\$ 22.00/each
851	P.P.E. (gloves, tyvek, and respirator)	\$ 35.00/day/person
803	Absorbent	\$ 7.50/bag
804	Hazorb Pillow	\$ 6.23/each
809	85-gallon Overpack Poly Drum (used)	\$125.00/each
810	55-gallon D.O.T. Poly Drum Open Top (used)	\$ 45.00/each
813	55-gallon D.O.T. Steel Drum (used)	\$ 35.00/each
855	Cubic Yard Box	\$ 85.00/each

INVOICING NOTES:

The following items will be billed as Time and Materials:

- **Inspections of catch basins and related structures when cleaning (maintenance and monitoring) is not needed**
- **Cleaning (maintenance and monitoring) of the vortex separation system unit located at 20th St. & Walnut Ave.**

EXHIBIT “E”

Revised



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

PLANS & SPECIFICATIONS NO. R-6694

THE ANNUAL CONTRACT FOR
MUNICIPAL SEPARATE STORM DRAIN SYSTEM
MAINTENANCE AND REPAIR SERVICES
IN THE CITY OF LONG BEACH, CALIFORNIA

Office of the City Engineer
Long Beach, California

Job No. PWENOPR
R-6694
Lines
04/05

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INSTRUCTIONS TO BIDDERS, NOTICE INVITING BIDS AND BID (SEPARATE DOCUMENT)

GENERAL REQUIREMENTS

THE ANNUAL CONTRACT FOR MUNICIPAL SEPARATE STORM DRAIN SYSTEM MAINTENANCE AND REPAIR SERVICES IN THE CITY OF LONG BEACH, CALIFORNIA

DESCRIPTION OF WORK TO BE DONE

The Work to be done consists primarily of maintaining and repairing the City-owned storm drain system.

The City of Long Beach encompasses a geographic area of approximately 50 square miles and has a population of over 461,000 people. Within its boundary, the City owns 180 miles of pipes, culverts and drains, 5.5 miles of open channels and ditches, 3160 catch basins and 23 pump stations which comprises the storm drain system.

Contractor shall maintain, repair and monitor the City's storm drain system.

- Maintenance includes the collection, trimming, removal and lawful disposal of debris, trash, vegetation, dirt, standing water, etc.
- As-Needed repair includes the repair of structures, fencing, signage and landscaping.

Monitoring includes:

- Submitting a completed, signed and dated data collection form to the Stormwater Management Officer within 14 days after data collection on a form supplied by the City's Public Works Department (see attached).
- Submitting the receipt from a certified solid waste disposal site that holds the correct permits and licenses for disposal as proof of trash and debris disposal.
- Submittal of a final report of data collected, within 14 calendar days of fiscal year-end, which lies between October 1st and September 30th.

The work includes the following items:

A) Maintenance, repair and monitoring of all City-owned storm drain pump stations:

- 1) Maintenance and debris removal from fore bays (including low flow channel), trash nets, sumps, trash racks, vortex separation system units, and other related debris retention devices upon request. Inspection must occur within 48 hours after the end of a rain event of .25" or greater, once during the month of September each year, and upon request.
- 2) Monitoring (see "monitoring" section) of trash and debris collected from the fore bays (including low flow channel), sumps, trash racks, trash nets, vortex separation system units, and other related debris retention devices.

GENERAL REQUIREMENTS

- 3) As-needed replacement of trash nets and repair of security fencing, upkeep of adjacent landscape, minor repairs to fore bay walls, access ladders, and other related structures.
- B) Maintenance, repair and monitoring of all City-owned open storm drain channels in the month of September each year, and upon request:
- 1) Removal of vegetation, debris, trash, dirt, standing water, etc. from the storm drain channel;
 - 2) Trimming of overhanging trees, bushes, shrubs, etc. to a height of 15 feet above the highest point of the storm drain channel extending horizontally to fence line, where applicable;
 - 3) As-needed, post and maintain signage with language prohibiting illegal dumping, and repair security fencing. Signage for open storm drain channels will be provided by City;
 - 4) Monitoring (see “monitoring” section) of trash and debris.
- C) Maintenance, repair and monitoring of all City-owned catch basin inlets, debris retention devices, storm drain pipes, boxes, culverts, inlet basins, vortex separation system units, and related structures located within the storm drain system:
- 1) Maintenance and monitoring (see “monitoring” section) of all catch basins one time between May 1 and September 30 of each year, and upon request;
 - 2) Maintenance and monitoring (see “monitoring” section) of vortex separation system unit located at 20th St. and Walnut Ave. upon request;
 - 3) Maintenance and monitoring (see “monitoring” section) of all catch basins one time each during the months of October, January and April, additional cleaning of all catch basins found to be at least 40% full of trash and debris, between October and April, and upon request;
 - 4) Stenciling and re-stenciling of catch basins, as-needed. The City has approximately 3200 catch basins, most or all of which are currently stenciled. When a City-owned catch basin is not stenciled, apply a stencil within 24 hours of discovery and notify the Stormwater Management Officer of completion of stenciling and location. Stencil material shall be two-layer resilient thermoplastic with 30% graded glass beads, 3.15mm (125 mils) total thickness with beveled edges. Material shall be AASHTO designated M249-79 (86), except that material shall be pre-formed (See CLB Standard Plan No. 636).
- 5/4) Inspection of 1/5th (each subsequent year will require a different 1/5th inspection until the whole system has been inspected) of the storm drain system pipes (36 inches in diameter or greater) for damage, excessive wear, and illicit connections. Inspection shall include tracking, documenting and

GENERAL REQUIREMENTS

reporting to the Stormwater Management Officer the status of suspected and confirmed illicit connections within the storm drain system. Notification of suspected illicit connections or discharges, including activities to abate, contain and clean up all illicit discharges, including hazardous substances, must be made to the City's Public Works Department 562-570-5938 within 24 hours after discovery.

a) **Illicit Connection** means any man-made conveyance that is connected to the storm drain system without a permit or through which prohibited non-storm water flows are discharged, excluding roof drains and other similar connections. Examples include channels, pipelines, conduits, inlets or outlets that are connected directly to the storm drain system.

b) **Illicit Discharge** means any discharge to the storm drain system that is prohibited under local, state or federal statutes, ordinances, codes or regulations. The term illicit discharge includes all non storm-water discharges, except discharges pursuant to an NPDES permit, discharges authorized by the Regional Water Quality Control Board Executive Officer, and discharges that are identified as follows:

- Flows from riparian habitats or wetlands;
- Diverted stream flows;
- Springs;
- Rising ground water;
- Uncontaminated groundwater infiltration;
- Reclaimed and potable landscape irrigation water;
- Water line flushing;
- Discharges from potable water sources;
- Foundation or Footing drains;
- Air conditioning condensation;
- Water from crawl space pumps;
- Reclaimed and potable irrigation water;
- Reclaimed and potable lawn watering;
- Dechlorinated swimming pool discharges;
- Individual residential car or sidewalk washing;
- Discharges or flows from emergency fire fighting activities;
- Discharges originating from federal, state or other facilities that the City is pre-empted by law from regulating.

Note: This list of discharge exemptions is subject to change pursuant to regulatory changes in the City's current or future NPDES permit.

5) **As-Needed**, visually inspect pipe and manholes for possible cause of all sinkholes located above or adjacent to the City's storm drain system.

6) **Take photos** documenting before and after conditions of all clearing, from the

GENERAL REQUIREMENTS

same vantage points, in an amount not less than five (5) of each condition. All photos shall be at least 4 megapixel (MP) in quality, in .jpg format, and submitted to the Stormwater Management Officer on a CD, formatted for PC use.

- 7) Clean and flush with all local, state and federal laws and all City-owned sidewalk drains as needed and upon request, in accordance regulations.
- 8) Keep records on the type and cost of all minor repair work and report this information on September 30th of each year, or on request, to the City's Stormwater Management Officer.
- 9) Report evidence of vectors to the City's Department of Health & Human Services, Vector Control 562-570-4132 within 24 hours after discovery.

Prospective Contractors may want to review the following attached documents in preparation of their bids:

- 1) Pump Station Location Maps
- 2) Open Channel Location Maps
- 3) Map of City-owned Storm Drain Pipes
- 4) Catch Basin Stencil – Metric 636
- 5) Data Collection Sheet

GENERAL REQUIREMENTS

Specifications and Standards:

All work embraced herein shall be done in accordance with the applicable requirements provided in "STANDARD SPECIFICATIONS for PUBLIC WORKS CONSTRUCTION, 2003 EDITION", adopted by the City Council of the City of Long Beach, the City of Long Beach Standard Plans, January 2003 Edition and any amendments thereto, and in accordance with these Special Provisions.

Whenever reference is made to "Standard Specifications," it shall be deemed to mean "STANDARD SPECIFICATIONS for PUBLIC WORKS CONSTRUCTION, 2003 Edition."

Whenever reference is made to "State Standard Specifications" it shall be deemed to mean the "Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, July 2002 Edition (Dual Units)."

If the bidder believes that a conflict exists between said documents or said documents and the bid form, the bidder shall request in writing an interpretation of said documents prior to the filing of the Bid. If the bidder fails to make such a request, then the City will assume that no conflict exists. If the bidder is awarded a contract, the bidder shall be bound by the Plans, Specifications, and Bid and shall perform the required work at the price bid.

Information Provided During The Bid Period:

The bidder may, prior to bid opening, request in writing from the Engineer clarification of the Plans and Specifications. If the Engineer, in the Engineer's sole discretion, believes there is a need for clarification, the Engineer will issue an Addendum to all prospective bidders. No verbal requests will be honored. No verbal clarifications can be given but, if any verbal statements are made by any City employee, the bidder acknowledges by submitting a Bid that said employee had no authority to make such statement and warrants that the bidder did not rely on such statements.

Statements Made After Bid Opening But Prior to Award of a Contract:

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a contract by the City Council is conclusive and binding on the City with respect to this bid and its resulting contract. However, prior to authorization by the City Council, bidders may rely on: (1) approval of an "equal"

GENERAL REQUIREMENTS

or "substitute" item which will be issued in writing, and (2) written notice of intent to award, which is often issued prior to the authorization by the City Council so that a bidder can order materials that have a long lead time.

Definitions:

Add the following:

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

Abbreviations:

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

GENERAL REQUIREMENTS

QC	Quick coupler
Rd	Road
Rwy	Runway
(S)	Denotes "Specialty Item" in the Bid
Sch	Schedule
SF	Square foot
S/F	Single faced
SNB	Select natural base
St	Street
Tonne	Metric ton, equals 1,000 kilograms
Twy	Taxiway
UON	Unless otherwise noted
WC	Water closet
WWM	Welded wire mesh

Units of Measure:

U.S. Standard Measures shall be used for construction unless otherwise noted in the specifications for the Work.

Terms:

Any term used herein, whether or not capitalized, which is defined in Part 1 of the Standard Specifications shall have the meaning stated in said Section.

Right to Reject Bid:

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

Subcontracts:

Bidders are reminded to submit a list of subcontractors as provided in Subsection 2-3.1, "General," of the Standard Specifications. Failure to submit such list may cause the Bid to be rejected as non-responsive.

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.

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a

GENERAL REQUIREMENTS

default under this Contract. In the event of such default, the City may immediately terminate this Contract.

In the event the City should consent to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding upon and inure to the benefit of the assigns, successors or administrators of the respective parties.

In the event that the City should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

Bonds:

Section 2-4, "Contract Bonds," of the Standard Specifications is supplemented by 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.

Examination of Site and Work:

Subsection 2-5.1, "General," of the Standard Specifications is supplemented by the following:

Each bidder must become fully informed of the conditions relating to the Work and the employment of labor thereon. Failure to do so will not relieve the Contractor of the obligation to furnish all material and labor necessary to carry out the provisions hereof.

Bidders are hereby instructed that the City will conduct a Mandatory Pre-bid Conference at City Hall, 9th Floor Conference Room on April 14, 2006 at 10:00am. Additional meetings will not be conducted. For further information, bidders may contact Scott Lines, Administrative Analyst at (562) 570-5938.

Interpretation of Plans and Specifications:

The Engineer will interpret the meaning of any part of the Plans and Specifications about which any misunderstanding may arise and the Engineer's decision will be final.

GENERAL REQUIREMENTS

Should there appear 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. Should the Contractor proceed with the Work without so referring the matter, the Contractor does so at its own risk and must bear any additional cost incurred as a result of failure to so refer.

Changes Initiated by the Agency:

Replace the second paragraph of Subsection 3-2.2.1, "Contract Unit Prices," of the Standard Specifications with the following:

In the case of an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and Contract unit price.

Extra Work:

Delete the first sentence of Subsection 3-3.2.2, "Basis for Establishing Costs," of the Standard Specifications and substitute the following:

The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, including any employer payments to or on behalf of the workers for health and welfare pension, vacation, and similar purposes. To the actual costs for wages, as defined herein, will be added a labor surcharge set forth in the State of California, Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Said labor surcharge shall constitute full compensation for all payments imposed by Local, State, and Federal laws and for all other payments made to or on behalf of the workers, other than the actual cost for wages.

Replace Subsection 3-3.2.3, "Markup," of the Standard Specifications with the following:

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

GENERAL REQUIREMENTS

- (b) **Work by Subcontractor.** When a subcontractor performs all or any part of the extra work, the markups in paragraph (a) shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10 percent of the first \$5,000 of the subcontracted portion of the extra work and 5 percent on work added in excess of \$5,000 of the subcontracted portion of work.

Additional Work:

All Additional Work shall commence on the date established by the City and Contractor shall proceed diligently to complete said work within the time allotted.

City reserves the right to bid separately, outside the scope of this Bid, for Additional Work and Specialty Functions. There is no guarantee that the City will request the bidder (if bidder becomes Contractor) to perform any Additional Work or Specialty Functions. Bidder must not rely on receiving a request from the City for Additional Work or Specialty Functions in preparing and submitting a bid.

Additional compensation may be authorized at the discretion of the City, subject to City budgetary conditions, for those Specialty Functions, or additional Work arising out of extraordinary incidents or circumstances.

- a. For authorized work designated as "Specialty Functions," Contractor shall submit a written estimate utilizing the costs specified by the Contractor in its bid. In the event that Contractor's estimate for the "Specialty Function(s)" is not approved, the City reserves the right to perform such work with City forces or to contract with a third party for such work.
- b. For authorized work designated as "Additional Work," payment shall be based on Contractor's estimate for such work. City shall authorize such work based upon Contractor's estimate and thereafter Contractor shall submit an invoice to City, in all respects satisfactory to the City, that shall be for the actual work completed. Said invoice shall not exceed more than ten percent (10%) of Contractor's estimate for such work. In the event that the City does not authorize such work, City reserves the right to perform such work with City forces or to contract with a third party for such work.

Non-Interference:

The Contractor shall not interfere with the public use of the sites and shall conduct its operations as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the services are performed.

GENERAL REQUIREMENTS

Waiver:

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping City from enforcing the full provisions thereof.

No delay, failure or omission of the City to exercise any right, power, privilege or option arising from any default, nor any subsequent payments made by the City then thereafter shall impair any such right, power, privilege or option, or be construed as a waiver or acquiescence in such default or as a relinquishment of any right.

No notice to Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right power remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

Homeless and Possession of the Homeless:

The City has established policies and procedures for addressing issues pertaining to the homeless and their possessions. The Contractor shall not undertake any work or other action, which may impact the homeless or their possessions without first consulting the City. The Contractor shall immediately notify the Stormwater Management Officer of any such situation.

Bloodborne Pathogens and Biohazardous Material:

The Contractor's staff should be aware of the potential for exposure to blood borne pathogens through hypodermic needles, blood, and feces, and shall wear personal protective equipment. The Contractor shall treat hypodermic needles, large quantities of feces, and any rags, paper towels, or other materials containing blood as bio-hazardous material. Only individuals trained in the removal and disposal of such material shall do so. The Contractor shall immediately notify the Long Beach Department of Health and Human Services (562)-570-4000 and Stormwater Management Officer on the discovery of such material.

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Hazardous Materials:

Use of any chemicals or hazardous materials by the Contractor in performing services shall be in accordance with the manufacturer's directions and specifications. The Contractor shall store and dispose of chemicals or hazardous materials in accordance with all laws, rules and regulations on the subject. The Contractor shall defend, indemnify and hold harmless the City, its officials and employees for all claims, demands, damage, causes of action, loss, liability, cost of expense relating to the Contractor's failure to comply with this Section.

Refuse Disposal:

Refuse collected by the Contractor in the performance of these tasks shall be transported by contractor to a disposal site holding the correct permits and licenses for disposal.

The Contractor shall dispose of all waste, including but not limited to, trash, refuse, litter, debris, and green waste collected by the Contractor in the performance of all tasks and "Specialty Functions".

Payment for refuse disposal shall be considered as included in the unit prices bid for various items of Work, and no additional payment will be made for it.

Protection of Work and Materials:

Subsection 4-1.2, "Protection of Work and Materials," of the Standard Specifications is supplemented by the following:

Materials damaged by the Contractor's operations shall be removed and replaced at the Contractor's sole expense before the final inspection and acceptance.

Term of Contract:

Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications is supplemented by the following:

This Contract will have a duration of one year. This Contract may be extended by mutual agreement for up to four additional one-year periods in accordance with the terms and conditions stated herein, and execution of a written amendment approved by the City Council.

It is agreed that, if any renewal is exercised, the City shall so notify the Contractor prior to the expiration date. The Contractor shall submit any price increases to the City Engineer for approval at least 60 days prior to the expiration of the Contract.

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The City reserves the right to accept or reject any price increase or to cancel the Contract.

Start and Completion of Work:

Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications is supplemented by the following:

Add the following to Subsection 6-7.2, "Working Day," of the Standard Specifications:

No work shall be done on Saturdays, Sundays, or holidays recognized under the Contractor's labor agreements and no work shall be performed 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. Prior to the start of such work, the Contractor shall arrange with the Engineer for the continuous or periodical inspection of the work and tests of materials, when necessary. If requests are made by the Contractor for permission to work overtime, nights, Saturdays, Sundays or holidays and, if such requests are granted, the Contractor shall pay all extra expense to the City for inspection and other incidental expenses caused by such overtime work. If the Contractor is requested to work overtime by the City or, if overtime work is specifically required by these Specifications, all extra expense of inspection will be paid by the City.

If the Contractor finds it necessary, in order to complete the work according to schedule, to perform certain of its operations on Saturdays, Sundays, holidays or on overtime, these operations shall be performed as part of the work included in the Contract Price and shall not constitute a basis for additional payments.

Completion and Acceptance:

Add the following to Section 6-8, "Completion, Acceptance, and Warranty," of the Standard Specifications:

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

The Contractor shall thoroughly complete each task in a professional and workmanlike manner and shall use quality equipment and materials that comply with all current laws, rules and regulations. The safety of workers, passersby, and the public shall be paramount.

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The Contractor shall provide the labor, materials, and equipment necessary for repair and maintenance services, except as otherwise specified in this contract. Tasks shall be performed with the highest standards at no less than the frequencies set forth herein.

The Contractor shall designate or assign one or more representatives to act on behalf of the Contractor, on all matters affecting the work. If this individual changes, the City's representatives must be notified in writing within five (5) days after the change.

The Contractor recognizes that other activities and operations may be conducted by City work forces and other parties under contract with the City. These activities may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations, or special events. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request from the City to do so.

Payment Deductions:

For tasks that are infrequent (periodic, seasonal, cyclical, or monthly), if City determines that they are deficiently performed (including the failure to meet "Management and Supervision " specifications), incompletely performed, or not performed at the appropriate time (at the City's sole discretion), City will give notice to the Contractor to correct the deficiency, complete the performance, or perform within a time stated in the notice. If Contractor fails to correct deficiencies within that time, the City may: (a) deduct from Contractor's payment a sum attributable to the deficiency; or (b) upon giving five (5) business days' notice to the Contractor for failure to correct the deficiencies, City may correct the deficiencies and the costs related to completion of the work by an alternate source, whether it be City forces or another contractor, will be deducted from the payment to the Contractor from the City, as determined by the City. A minimum sum of \$100.00 will be deducted for each deficiency.

The action above shall not be construed as a penalty but as adjustment of payment to Contractor to recover a portion of City's costs due to the failure of the Contractor to complete or comply with the Contract.

In addition to the remedies provided heretofore, the Contract may be terminated in accordance with and as described in "Default By Contract / Termination," upon Contractor's failure to correct deficiencies in a timely manner.

Description of Deficiencies:

1. City will advise Contractor verbally and in writing each time performance is unsatisfactory and corrective action is necessary.

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2. Examples of deficient performance include: failure to comply with conditions, Specifications, reports, schedules and/or directives from the Stormwater Management Officer. City will deduct up to \$250 per deficiency per workday.
3. Failure to provide adequate equipment and manpower resources in compliance with Specifications, after direction by the Stormwater Management Officer. City will deduct up to \$250 per instance per workday.
4. Failure to protect public health or correct safety concerns, including but not limited to inspecting City property for hazards, responding to emergencies and providing adequate traffic control measures (per WATCH guidelines). City will deduct up to \$250 per occurrence.
5. Failure to comply with conditions, Specifications, schedules and directives from the Stormwater Management Officer. City will deduct up to \$250 per instance.
6. Failure to respond to a page within 30 minutes during working hours.

Default by Contractor/Termination:

Notwithstanding and in addition to "Payment Deductions / Contractor's Non-Compliance" described previously, the City may terminate the Contract without liability or payment to Contractor when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract, and has not otherwise cured such default after a period of ten (10) days notice given by the City to do so.

If the City terminates the Contract, the City may give notice to that effect to the Surety and Surety shall, within five (5) business days after delivery of the notice, assume control and perform the work as successor to the Contractor, and shall be paid by the City for all work performed.

If the Surety does not comply with such notice within this five (5) day period, or after starting to comply, fails to continue, the City may exclude the Surety and the Contractor from all City facilities and have the work completed by City employees, by another contractor, or by a combination of such methods.

All costs incidental to the default of the Contractor shall be charged to the Contractor and the Surety, and may be deducted from any monies due the Contractor. Surety shall pay, within fifteen (15) calendar days after receipt of an invoice, all such incidental costs less any amount deducted from monies due.

Notice Requirements (for purposes of non-performance or otherwise):

Notice shall be in writing and deposited in the U.S. Postal Service, first class,

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certified or registered, return receipt, addressed to Contractor at the address supplied within it's bid and to the City at 333 W. Ocean Blvd., Long Beach, CA, 90802. Attention: Stormwater Management Officer. Notice shall be deemed given on the date shown on the return receipt. Change of address shall be given in the same manner as other notices.

Temporary Suspension of Work:

The City's representatives(s) shall have the authority to suspend work by the Contractor, wholly or in part, for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out directions, unsafe or hazardous conditions, or failure to perform in accordance with these specifications.

The Contractor shall request permission of the City's representative(s), during City business hours, to temporarily suspend work wholly or in part for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of the City to notify the Contractor of changes in locks, security codes or access to facilities being cleaned.

Guarantee:

Section 6-8, "Completion, Acceptance, and Warranty" of the Standard Specifications is supplemented by the following:

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 of Long Beach, unless some longer period is expressly set forth in any manufacturer's warranty.

When defective material or workmanship is discovered which 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. Repair or replacement shall commence within 24 hours after written notice has been given to the Contractor by the Engineer, and shall be diligently and continuously done until the repair or replacement is completed and accepted.

Liquidated Damages:

Section 6-9, "Liquidated Damages," of the Standard Specifications, with respect to the amount of liquidated damages, shall read:

The Contractor shall pay to the City, or have withheld from monies due the Contractor, the sum of \$275 per calendar day that the Contractor exceeds the specified time for completion.

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Preconstruction Conference:

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

The Contractor shall submit a written proposed maintenance schedule to the Engineer at the preconstruction conference.

Notices:

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

<u>Operation</u>	<u>Office</u>	<u>Phone</u>	<u>Advance Notice</u>
Start of Work	Stormwater Management	(562) 570-5938	2 working days
Shutdown of work or re-sumption of work after shutdown	Stormwater Management	(562) 570-5938	2 working days
Closing of Streets	*L.B. Police Department	(562) 570-7241	24 hours
	*L.B. Fire Department	(562) 591-7631	

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

1. **Underground Service Alert (USA/SC)**
Telephone: 1-800-227-2600
2. **City of Long Beach Water Department or USA/SC (Water, Sewer and Storm Drain Facilities)**
Operations Service Center
Telephone: (562) 570-2389 or (562) 570-2390

*The Contractor shall notify the Stormwater Management Program prior to notifying these Agencies:

3. **City of Long Beach Energy Department or USA/SC**
Mike Zukoski
Telephone: (562) 570-2030

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4. Southern California Edison Company or USA/SC
Telephone: 1-800-655-4555
5. Verizon or USA/SC
Pat Dillon
Telephone: (714) 375-6705
6. City of Long Beach Bureau of Traffic and Transportation
Traffic Signal Coordinator, Operations Division
Mike Sickles
Telephone: (562) 570-3263
7. City Light and Power, Inc.
(Street Light Facilities)
2961 Redondo Avenue
Kevin Bredenkamp
Telephone: (562) 983-2000
8. All other utilities:
City of Long Beach, Bureau of Engineering
Telephone: (562) 570-5160

Labor:

Delete the third paragraph of Subsection 7-2.2, "Laws," of the Standard Specifications and substitute the following:

The City encourages the Contractor to create new jobs for low or moderate-income persons for its operations under this Contract. Contractor agrees that it shall use good faith efforts to create such new jobs. The Contractor will make all qualification and hiring decisions.

Contractor agrees that it will reasonably cooperate with the City of Long Beach, through City's Training and Employment Development Officer and staff, with respect to recruitment, screening and tracking of employees. In implementing these efforts, such Officer and staff will provide to the Contractor, at no cost, pre-screening and pre-qualification of all potential job applicants. Such services include assisting with community outreach to recruit qualified job applicants and conducting pre-screening of all potential job applicants and conducting pre-screening sessions to determine the most qualified applicants for jobs.

The Director of Public Works of the City of Long Beach 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

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is to be performed for each craft, classification or type of workers needed to execute the contract, and the same is on file in the office of the City Engineer, 9th Floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. In accordance with the Long Beach Municipal Code, not less than said prevailing rate of wages shall be paid to all workers employed in the execution of the Contract.

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay, as provided for in the Labor Code of the State of California.

The Contractor and each subcontractor shall pay directly to each worker employed by it on the Work, who is not a member of an organization having a recognized collective bargaining agreement for that particular craft or work classification, or to make such payments irrevocably to a trustee or to a third person, pursuant to a fund, plan or program for the benefit of employees, their families and dependents, the full value of the employer payments identified in the preceding paragraphs as being included as a part of per diem wages.

Add the following:

Apprentice Employment. 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 a contract, the Contractor stipulates that it shall so comply.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site that administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall be not less than one to five except as specified by law.

The Contractor shall contribute to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices, or journeymen in an apprenticeable trade, and if other contractors on the site are making such contributions.

Information on apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards branch office, located at 320 West 4th Street, Suite 830, Los Angeles, California.

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Insurance:

Delete the provisions of Section 7-3, "Liability Insurance," and Section 7-4, "Workers' Compensation Insurance," of the Standard Specifications. Instead, prior to the execution of the Contract, the Contractor shall comply with the following requirements and the City of Long Beach Certificate of Insurance and Endorsements (See City of Long Beach AR 8-27 for complete guidelines).

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, and no additional payment will be made therefore.

A. Minimum Insurance Requirements

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 88) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 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 of Long Beach, its Boards, 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 CG 20 26 11 85). There shall be no limitations on the coverage afforded to the City, its Boards, and their officials, employees and agents.
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 \$750,000 combined single limit per accident. The City, its 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 their officials, employees, and agents.
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.

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B. Acceptability of Insurers

The insurance required herein must be placed with carriers admitted to write insurance in California, or with non-admitted insurers with a rating of or equivalent to A:VIII by A.M. Best Company.

C. 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 shall, 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. Such 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.

D. 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, Contractor may submit certified copies of any policy that includes the required endorsement language as set forth below in paragraphs D.2, D.3, and D.4 below.

1. Certificates of insurance evidencing the required general liability insurance, automobile liability insurance, and workers' compensation insurance required hereunder.
2. General liability insurance endorsements
 - a. ADDITIONAL INSURED endorsement (equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85) naming the City of Long Beach, its Boards, and their officials, employees, and agents as additional insureds.
 - b. CANCELLATION endorsement that provides that the City is entitled to 30 days prior written notice of cancellation or non-renewal of the

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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, their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards, 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 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, their officials, employees, or agents.

3. Automobile liability insurance

- a. **ADDITIONAL INSURED** endorsement naming the City of Long Beach, its Boards, 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 that provides that the City is entitled to 30 days prior written notice of cancellation or non-renewal 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, their officials, employees, or agents as respects operations of the Named Insured. Any insurance maintained by the City, its Boards, 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 claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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- 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, their officials, employees, or agents.
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 non-renewal 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 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.
- E. **Self-insured programs, self-insured retentions, deductibles**
- 1. Any self-insurance program, self-insured retention, or deductible must be approved separately in writing by City's Risk Manager or designee and shall protect the City, its Boards 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.
 - 2. 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.
 - 3. The Contractor shall, upon request, complete the City's self-insurance questionnaire and required certification by the Contractor's financial officer.
- F. **Subcontractors**

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

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Water Pollution Control and Best Management Practices:

Add the following to Subsection 7-8.6, "Water Pollution Control," of the Standard Specifications:

Best Management Practices (BMPs) shall be defined as any program, technology, process, operating method, measure or device that controls, prevents, removes, or reduces pollution.

At a minimum, the Contractor shall implement the following BMP's in conjunction with the Work:

<u>Title</u>	<u>Number</u>
General Site Management	
Water Conservation	NS-1
Vehicle and Equipment Cleaning	NS-8
Vehicle and Equipment Fueling	NS-9
Vehicle and Equipment Maintenance	NS-10
Employee/Subcontractor Training	-
Construction Materials and Waste Management	
Material Delivery and Storage	WM-1
Material Use	WM-2
Spill Prevention and Control	WM-4
Solid Waste Management	WM-5
Hazardous Waste Management	WM-6
Concrete Waste Management	WM-8
Erosion/Sediment Control	
Storm Drain Inlet Protection	SE-10

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

BMPs shall be continuously implemented throughout the duration of this Contract. BMPs for erosion control and sedimentation shall be implemented during the period from October 1st to April 15th and whenever the National Weather Service predicts rain within 24 hours.

All aspects of the Work performed pursuant to these Plans and Specifications must be conducted in accordance with all state and federal laws and regulations, including but not limited to all environmental laws and regulations, Order No. 99-060 of the California Regional Water Quality Control Board, Los Angeles Region ("Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges

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within the City of Long Beach"), and related BMPs. The City will deduct from the money due or to become due to the Contractor the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's failure to comply with these provisions or less than complete implementation of the specified BMPs. In addition, the Contractor shall defend, indemnify, and hold the City harmless for any liability related to the Contractor's (or its subcontractors) failure to comply with these laws and regulations.

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

Public Convenience and Safety:

Section 7-10, "Public Convenience and Safety," of the Standard Specifications is supplemented by the following:

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

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

The Contractor shall give one week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said 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.

Temporary ramps for driveways or street ramps at intersections shall be provided and maintained. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Engineer. When vehicular access to the area cannot be maintained during the workday due to the nature of the Work, the Contractor shall notify residents of affected properties two working days in advance of the time access to the area will be cut off.

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

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

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

The Contractor shall have at the Work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders and General Industrial Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with provisions of these and all other applicable federal, state and local laws, ordinances and regulations.

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

Reflectorized temporary road signs will be allowed, if they are maintained in good condition at all times.

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

If the Contractor fails to take necessary precautions to provide for proper public convenience and safety, the City may take necessary corrective action including the erection of suitable and sufficient barriers, signs, lights and other protective devices. The City shall, upon completion of any such work, notify the Contractor in writing of the character and extent of, and reason for, the Work. The City shall deduct the cost of said work from the money due or to become due the Contractor.

The Contractor shall commence placement of the permanent traffic striping and pavement markings on the calendar day following completion of final roadway

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

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

Noise Control:

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

Indemnity:

The Contractor shall indemnify, hold harmless, and defend the City, its Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liens, penalties, liability, loss, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the Work, and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors, either as a sole or contributory cause, sustained by any person or entity (including, but not limited to, any employee or representative of the City or the Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence of the City, its Boards, or their officials, employees, or agents.

With respect to any premises or equipment of the City that contractor uses in the performance of the Contract, the Contractor shall inspect them prior to use and agree to maintain them in a safe condition.

Protection of Employees and Others:

The Contractor shall at its sole expense take such precautions as are necessary to protect workers engaged in the performance of the work specified hereunder and to prevent accidents or injury to such workers or 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 the same pertain to the Contractor's operations. Should any unusual or hazardous condition exist by reason of the work to be performed or should any unusual or hazardous condition arise out of the performance of such work, or should a condition involving a peculiar risk of bodily

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harm to workers or others arise, then the Contractor shall take all precautions necessary to protect workers and others.

Signs/Improvements:

The Contractor shall not post signs or advertising matter on City property without the prior written approval of the City.

Changes in Service:

The City may, at its discretion, authorize the Contractor to perform additional work, including but not limited to repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence.

If the City determines that the work resulting from vandalism, Acts of God or third party negligence can be performed by Contractor's present work force, City may modify the Contractor's tasks in order to compensate Contractor for performing said work. Absent said modification, any work not provided for elsewhere in this Contract and authorized by the City and performed by the Contractor shall be paid by City as otherwise specified herein.

In the event that additional services are deemed necessary by the City for newly-developed landscaped areas and appurtenant structures within existing premises or any portion thereof the City may, at its discretion, increase the Contractor's maintenance services requirements at the affected premises to provide for such additional services. If said additional services and costs related thereto are not otherwise provided for, the Contractor shall be compensated for the newly-developed area(s) based upon the bid price a unit cost basis as specified in the Contractor's bid.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the prior written authorization of the City. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit the written estimate to the City for written approval.

For modifications, reductions, or deletions in services, the City's representative(s) shall notify the Contractor in writing of changes a minimum of five (5) business days in advance. Charges for services shall be adjusted by the Contractor on a pro-rata basis to meet changes made. Costs for new services shall be charged in accordance with the prices quoted by the Contractor and acceptable to the City representative(s) as otherwise specified herein.

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- a. For authorized work designated as "Specialty Functions," Contractor shall submit a quote based on the costs in Contractor's bid. In the event that Contractor's quote for the "Specialty Function(s)" is not approved, the City reserves the right to perform such work with City forces or to contract with a third party for such work.
- b. For authorized work designated as "Additional Work," payment shall be based on Contractor's quote for such work. City may authorize the work based upon Contractor's quote and Contractor shall submit an invoice to City, for the actual work completed. The invoice shall not exceed more than ten percent (10%) of Contractor's quote for such work. In the event that the City does not authorize such work, City reserves the right to perform such work with City forces or to contract with a third party for such work.

Inquiries and Complaints:

The Contractor shall maintain an office located within one (1) hour's response time of the City's boundaries and shall maintain a telephone there, listed in the telephone directory in its own name or in the firm name by which it is most commonly known. During the daily hours of operation, the Contractor shall have some responsible person, who is proficient in English, employed to take the necessary action regarding all inquiries and complaints that may be received from the City. An answering service is an acceptable substitute to full-time coverage, provided that Contractor is advised of any complaint within one (1) hour after receipt of such complaint by the answering service.

During normal working hours, the Contractor's foreman or an employee of the Contractor who is responsible for providing maintenance services shall be available for notification through electronic communications.

During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force and charge the cost thereof as determined by the City to the Contractor or may deduct such cost from an amount due to the Contractor from the City.

The Contractor shall maintain a written log of all complaints, the date and time thereof, and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the City at all reasonable times.

All complaints shall be resolved as soon as possible after notification, but in all cases within twenty-four (24) hours, and to the satisfaction of the City representatives. If any complaint is not resolved within this time, the City shall be

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notified immediately of the reason for not resolving the complaint, followed by a written report to the City within five (5) days. If the complaints are not resolved within the time specified complaint and the total cost incurred by the City will be deducted from the payments owing to the Contractor from the City.

Emergency Numbers and Call-Outs:

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the City of Long Beach shall be referred to the Contractor for immediate disposition.

1. In the event that emergency work is required, the Contractor shall notify the Stormwater Management Officer, or his representative, by telephone in advance before any emergency work is commenced.
2. In situations involving emergencies after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour. Contractor's vehicle shall carry sufficient equipment to control traffic (barricades, delineators, and cones, etc.). When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices and any other safety devices, if deemed necessary, and proceed with remedial action and contact the Stormwater Management Officer.
3. The Contractor shall supply the City with names and phone numbers of persons representing the Contractor for 24-hour emergency response, seven (7) days per week. The Contractor shall be available via voicemail, pager or answering service for emergency response. The above-mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing within 12 hours after any such change. Failure to maintain emergency information current shall result in a \$100 deduction for each occurrence. Failure to respond to City representatives within thirty (30) minutes following call-out shall result in a \$200 deduction per occurrence.

Emergency response defined:

- As per Stormwater Management Officer or designated City Staff
- Public health/safety matters

Public health/safety matters include but are not limited to broken water mains, stuck valves, threat to private property resulting from the Contractor's operations, fallen trees, natural disasters, etc.

4. During storms and periods of excessive rainfall Contractor shall keep all drainage facilities (area drains, bench drains, storm drains) clear and in operating condition.

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5. The City of Long Beach will, in turn, provide to Contractor the City's emergency contact information, so that in the event the Contractor must contact City staff, this information can be utilized.

Non-Emergency Call-Outs:

Contractor should submit to City, on a separate invoice based on time and materials, charges for these call-outs, when pre-approved by the City, (i.e., trash pickup generated by special functions) for those items outside of the normal scope of work. The time and material charges shall be in accordance with the Contractor's bid.

Supervision and Special Skills:

The Contractor shall assign a supervisor as proposed in the labor summary, who will be authorized to act on behalf of the Contractor and who will work regular hours for the duration of this Contract. He/she shall have a minimum of five (5) years' experience in repair and maintenance supervision. Contractor's supervisor shall be capable of communicating effectively both in written and spoken English and have experience in park maintenance projects of the type found in the City of Long Beach. All supervisors and acting supervisors shall be outfitted by the Contractor with a portable personal communication device capable of transmitting and receiving phone calls from anywhere (not a calling card).

Special Requests:

The Contractor may be requested by the City to perform special tasks that are not included in the normally scheduled work (i.e., citizen requests, coordination with utility locations, or special work orders relative to City functions). It is intended that these Specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no additional cost to the City which is considered normal maintenance to meet the objectives and criteria.

Contract Enforcement:

The Contractor or its authorized representative shall meet on the site at least once a month, or more, at the discretion and convenience of the City, with an authorized representative of the City for a walkthrough inspection and to address any problems or other issues. All scheduled and periodic maintenance functions shall be completed prior to this meeting.

Safety:

The Contractor shall perform all work in such a manner as to meet all accepted standards for safe practices and to safely maintain stored equipment, materials or other hazards consequential or related to the work. The Contractor shall additionally have sole responsibility for complying with all City, State, Federal, or other legal

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requirements, including but not limited to compliance with applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and actions taken.

All services provided and materials used shall be in accordance with acceptable industry standards. Products used shall be environmentally safe, used in accordance with product directions and be subject to approval of the City's representative(s). The Contractor shall provide and maintain Material Safety Data Sheets (MSDS) for any and all chemical products used in the performance of this Contract at each site, in a labeled notebook. The City reserves the right to inspect these sheets at any reasonable time if necessary to ensure compliance and/or determine the acceptability of products being used.

Safe Work Environment:

The Contractor shall provide a safe work place and comply with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) laws and regulations and any other applicable law, rule, regulation, ordinance and risk management standards. Non-compliance will result in a deficiency of performance deduction of a minimum of \$100.

Traffic Control:

The Contractor shall follow all guidelines and rules in the State of California Traffic Manual or Watch Book. Any lane closures shall be coordinated prior with the Park Maintenance Supervisor. Lighted sign or arrow boards are required as needed.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area.

Cooperation/Collateral Work:

There will be on-going activities and operations conducted by the City and other contractors during Contractor's work. These activities will include but are not limited to modification or repair, construction and storm related operations. If such work affects Contractor's work, the City will ask the Contractor to submit costs incurred by Contractor as a result of City's work. At times, the Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the Stormwater Management Officer to cooperate.

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Sound Control Requirements:

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, specifically Long Beach Municipal Code Section 8.80, that apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with the type of muffler recommended by the manufacturer of such equipment. No internal combustion engine shall be operated without such muffler.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be paid.

Locks and Keys:

Access to City facilities shall be in accordance with instructions, keys and/or security cards issued or provided by the City's representatives. Access may include special instructions about security systems installed at facilities. The Contractor shall take all reasonable precautions to ensure that security of the facilities and the equipment, furnishings and other items in the facilities are maintained at all times.

The City may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates, and valve/pump cover boxes. The Contractor shall purchase similar locks on loss of any City-owned locks initially provided to the Contractor. The City shall exchange, one for one, locks that have been vandalized or are inoperable.

The Contractor may provide a chain and lock system, at the Contractor's sole expense, for trash containers located throughout the site for the purpose of securing and limiting the removal or tipping of the containers.

The Contractor shall maintain keys in a safe and secure manner and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys to the City's representative(s) within twenty-four (24) hours after discovery of the loss. The Contractor shall reimburse the City for the total cost, as determined by the City, of re-keying the facility or duplicating additional keys.

Upon termination or expiration of the Contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to the City.

California law stipulates that it is unlawful for a person to duplicate any keys without

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the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a fine of \$500,000, or both.

Graffiti:

Contractor shall report to the site representative any damage to City property, including but not limited to vandalism, acts of God, and third party negligence.

Estimated Quantities:

Subsection 9-3.1, "General," of the Standard Specifications, is supplemented by 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.

Payment:

Section 9, "Measurement and Payment," of the Standard Specifications is supplemented by the following:

Payment will be made in due course of payments by the City of Long Beach.

Delete the seventh paragraph of Subsection 9-3.1, "General," of the Standard Specifications, and substitute the following:

Payment shall not relieve the Contractor from its obligations under the Contract, nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of any equipment, materials, or the Work to the Agency.

Responsibility of ownership shall remain with the Contractor who shall be obligated to store any fully or partially completed work or structure for which payment has been made, or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in Section 6-10, "Use of Improvement During Construction".

Delete the last paragraph of Subsection 9-3.1, "General," of the Standard Specifications, and substitute the following:

At the expiration of 35 days after the date of acceptance of the Work by the Agency, or as prescribed by law including but not limited to Section 7107 of the Public Contracts Code, the amount deducted from the final estimate and retained by the

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Agency will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained, or that are in dispute.