

**CITY OF WATERFORD**  
**DEPARTMENT OF PUBLIC WORKS**

CITY BID NO. 2024-02



**NOTICE TO CONTRACTORS**  
**SPECIAL PROVISIONS**  
**PROPOSAL & CONTRACT**

**FOR**

**WASTEWATER TREATMENT PLANT ROAD STABILIZATION**

PREPARED BY:

MCR ENGINEERING, INC.  
1242 DUPONT COURT  
MANTECA, CALIFORNIA 95336  
(209) 239-6229  
(209) 239-8839 FAX

**MAY 2024**

## TABLE OF CONTENTS

<b>NOTICE TO CONTRACTORS</b> .....	NC-1
<b>INSTRUCTION TO BIDDERS</b> .....	IB-1
<b>PROPOSAL (BLUE)</b>	
PROPOSAL .....	P-1
CONTRACTORS BID .....	P-4
BIDDER’S BOND .....	P-5
LIST OF SUBCONTRACTORS .....	P-6
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION .....	P-7
PUBLIC CONTRACT CODE .....	P-8
NON-COLLUSION AFFIDAVIT .....	P-9
DEBARMENT AND SUSPENSION CERTIFICATION .....	P-10
NON-LOBBYING CERTIFICATION .....	P-11
<b>CONTRACT (YELLOW)</b>	
AGREEMENT FOR PUBLIC IMPROVEMENT .....	C-1
NOTICE OF AWARD .....	C-13
NOTICE TO PROCEED .....	C-14
PAYMENT BOND .....	C-15
PERFORMANCE BOND .....	C-17
<b>SPECIAL PROVISIONS (WHITE)</b>	
SECTION 1.    SPECIFICATIONS AND PLANS .....	SP-1
SECTION 2.    BIDDING .....	SP-2
SECTION 3.    AWARD AND EXECUTION OF CONTRACT .....	SP-3
SECTION 4.    SCOPE OF WORK.....	SP-5
SECTION 5.    CONTROL OF WORK .....	SP-7
SECTION 6.    CONTROL OF MATERIALS .....	SP-12
SECTION 7.    LEGAL RELATIONS AND RESPONSIBILITIES .....	SP-14
SECTION 8.    PROSECUTION AND PROGRESS.....	SP-23
SECTION 9.    MEASUREMENT AND PAYMENT .....	SP-27
SECTION 10.   TECHNICAL SPECIFICATIONS .....	TS-1
<b>APPENDIX</b>	
APPENDIX A.   CALTRANS Standard Specifications, Division VIII Misc. Construction – “72-2 Rock Slope Protections”	

# NOTICE TO CONTRACTORS

Contractors are invited to submit written formal bids for:

## **Wastewater Treatment Plant Road Stabilization**

Bids shall be submitted in sealed envelopes on the form provided with the specifications for that purpose. Envelopes shall be addressed to City Hall, City of Waterford, 101 E Street, Waterford California, 95386, and plainly marked:

## **Wastewater Treatment Plant Road Stabilization**

And delivered to the City Clerk at City Hall, City of Waterford, 101 E Street, Waterford California, 95386, up to 3:00 P.M., Wednesday, June 12, 2024, at which time subject bids will be publicly opened and read aloud.

Proposal forms for this work are included in the "Proposal" section of this document (blue pages).

The work to be performed consists, in general, of excavation of an existing slope and rock placement. Other such items and details not mentioned herein that are required by the plans, Standard Specifications or these Special Provisions shall be performed, placed, constructed, or detailed.

**A mandatory pre-bid site walk will be conducted on Tuesday, May 28, 2024 at 11:00am. The location of the meeting is the City of Waterford's wastewater treatment plant, located at 335 S. Western Avenue. Failure to attend the meeting will result in a bidder being considered non-responsive.**

Bids are required for the entire work described herein. The Contractor shall possess a Class A license at the time this contract is awarded.

This contract is subject to state contract non-discrimination and compliance requirements pursuant to Government Code Section 12990.

Plans, specifications and proposals are available through **CITY OF WATERFORD'S website at <https://www.cityofwaterford.org/bids-rfps/>**. The successful bidder will be furnished with additional plans and specifications, upon request, at no additional cost. For information please call the **City Engineer at (209) 239-6229 or City Hall at (209) 874-2328.**

Bids shall be accompanied by a Proposal Guaranty of a certified check or bidder's bond of not less than 10 percent (10%) of the total amount of the bid, made payable to the order of the City of Waterford, to be retained as liquidated damaged by the Owner if the successful bidder fails to enter in to a Contract. Upon entering into a contract, the successful bidder will be required to furnish a Performance Bond and a Payment Bond each for 100 percent of the contract amount.

The City of Waterford hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement any disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the County in which work is to be done has been determined by the Director of the Department of Industrial relations. These wage rates and the Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the serially numbered books issued for bidding purposes entitled "Proposal and Contract", and in the copies of said book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in said books entitled "Proposal and Contract". If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wages not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determinations otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall not pay less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

The Owner reserves the right to reject any or all bids, or to waive any informalities. If awarded, a contract will be awarded within 10 days of the bid opening. The Contract shall be signed within 14 calendar days; not including Sundays and legal holidays, after receipt of the Notice of Award, and work shall be completed within **90 calendar days** after Notice to Proceed.

For any moneys earned by the Contractor and withheld by the City of Waterford to ensure the performance of the contract, the Contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Sections 22300 and 10263 of the Public Code of the State of California.

# INSTRUCTIONS TO BIDDERS

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**ENGINEER:**

MCR Engineering, Inc.  
1242 Dupont Court  
Manteca, CA 95336  
(209) 239-6229

**OWNER:**

CITY OF Waterford  
Public Works Department  
101 E Street  
Waterford, CA 95386  
Phone: (209) 874-2328

## **PART 1 - DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders, which are defined in the General Conditions and Supplementary Conditions have the meaning assigned to them in the General Conditions and the Supplementary Conditions. The term "Bidder" means one who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all addenda issued prior to receipt of Bids).

## **PART 2 - COPIES OF CONTRACT DOCUMENTS**

- 2.01 Complete copies of the Plans and Specifications for use in preparing bids may be obtained in accordance with the Invitation to Bid.
- 2.02 Partial sets of Bidding Documents will not be issued. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## **PART 3 - QUALIFICATIONS OF BIDDERS**

- 3.01 In accordance with Labor Code Section 1771.1(a):  
**A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 . It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.**

This requirement also applies to subcontractors listed in the Bid Proposal.

- 3.02 Each Bidder shall type or write in a legible manner his California Contractor's license number on the outside of the envelope or wrapper which contains his bid and in the space provided on the Bid Form or attach a notarized affidavit to his Bid that if he is the successful Bidder he will secure a valid California Contractor's license before beginning work.
- 3.03 The contractor who is awarded a contract must be properly licensed as a contractor from contract award through contract acceptance (Public Contract Code § 10164).
- 3.04 Each bidder must be prepared to submit within five days of Owner's request written evidence of his qualifications to perform the work. Bidders may be required to submit evidence that they have a practical knowledge of the particular work bid upon, and that they have the financial resources to complete the proposed work. In determining the Bidder's qualifications, the following factors will be considered: work previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business, (b) has adequate plant and equipment to do the Work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the Work, and (d) has appropriate technical experience. Each Bidder may be required to show that he has handled former work so that no just claims are pending against such work. No bid will be accepted from a Bidder who is engaged on any work, which would impair his ability to perform or finance this work.

#### **PART 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.01 It is the responsibility of each bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider federal, state and local laws and regulations that may affect cost progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- 4.02 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid from performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.03 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.04 The work must be confined to the rights-of-way of the various streets shown on the plans within the project limits, unless other arrangements are made by the contractor.
- 4.05 Access to the site (if needed) may be arranged by contacting the City of Waterford, at telephone number (209) 874-2328. In general, site access will be limited to normal working hours.

- 4.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this part, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- 4.07 A mandatory pre-bid site walk will be conducted on Tuesday, May 28, 2024 at 11:00am. The location of the meeting is the City of Waterford's wastewater treatment plant, located at 335 S. Western Avenue. Failure to attend the meeting will result in a bidder being considered non-responsive.

#### **PART 5 - INTERPRETATIONS AND ADDENDA**

- 5.01 All questions about the meaning or intent of the Contract Documents are to be submitted to Engineer. Replies will be issued only by Addenda. Questions received within the week of the date fixed for the opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.02 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.
- 5.03 The City will make reasonable efforts to deliver Addenda to all Bidders who are known by the City to have received a complete set of Contract Documents and who have provided a street address for receipt of Addenda. The City makes no guarantee that all Bidders will receive all issued Addenda. Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. Each Bidder shall acknowledge receipt of all addenda on the Bid Form. Failure to acknowledge receipt of Addenda may render the bid non-responsive. Bidder shall not rely upon any interpretation or correction given by any other method. All Addenda shall become part of the contract documents. No Addenda will be issued within two days of the date fixed for the opening of bids except an Addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.

#### **PART 6 - BASIS OF BIDS**

- 6.01 The Bidder shall submit a single base bid price as required by the Proposal, said base bid being the total of the prices for the various items listed in the Bid Form. The Base Bid shall be stated in words and numerals, in case of a conflict, words will take precedence.

#### **PART 7 - BID SECURITY**

- 7.01 Bid Security shall be made payable to Owner, in an amount of 10 percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached if a form is prescribed) issued by a Surety meeting the requirements of the General Conditions.

- 7.02 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within 14 calendar days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the first day following the end of time specified in the Bid form during which the Bids shall remain open. Bid Security of other Bidders will be returned within 10 days of the Bid opening.

## **PART 8 - SUBSTITUTE MATERIAL AND EQUIPMENT**

- 8.01 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which are supplemented in the General Requirements.
- 8.02 Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specified item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturer's products will be accepted provided sufficient information is submitted to allow Engineer to determine that the products submitted are equivalent to those names. Applications for such review will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which are supplemented in the General Requirements.

## **PART 9 BID FORM**

- 9.01 Bid form is to be completed and submitted with bid.
- 9.02 Bid forms must be completed in ink.
- 9.03 Bid by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of the authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 9.04 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 9.05 Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.
- 9.06 The names of all persons signing must also be legibly printed or typed below the signature. A Bid by a person who affixes to his signature the work "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.
- 9.07 The full name of each person or company interested in the Bid shall be listed on the Bid Form.
- 9.08 The Bidder shall acknowledge receipt of all Addenda on the bid form.
- 9.09 No alterations in Bids, or in the printed forms therefore, by erasures. Interpolations, or otherwise will be acceptable unless each such alteration is signed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed. No alteration in any Bid, or in the form on which it is submitted, shall be made after the Bid has been submitted.
- 9.10 The address to which communications regarding the Bid are to be directed must be shown.

#### **PART 10 - SUBCONTRACTOR LISTING**

- 10.01 Each Bidder shall list on the form provided, the name and the address of each subcontractor who will perform work or labor, or render service to the Bidder in or about the work; or a licensed subcontractor who, under subcontract to the Bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent and the portion of the work which will be done by each subcontractor.
- 10.02 If a Bidder fails to specify a subcontractor for any portion of the work, the bidder shall perform that portion himself or obtain the written approval of the Owner for the proposed subcontractor.

#### **PART 11 - SUBMISSION OF BIDS**

- 11.01 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope addressed to City of Waterford and identified on the outside with the Bidder's name, license number, and address and with the words:

Bid for the **WASTEWATER TREATMENT PLANT ROAD STABILIZATION**

- 11.02 Each Bid shall be accompanied by the Bid Security and other required documents.
- 11.03 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- 11.04 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date indicated by addendum. Bids received after the

time and date for receipt of Bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

- 11.05 Oral, telephone, telegraph, or electronic Bids are invalid and will not receive consideration. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

## **PART 12 - MODIFICATION AND WITHDRAWAL OF BIDS**

- 12.01 Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or be by telegram; written confirmation over the signature of Bidder must have been mailed and postmarked on or before the date and before time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided he could prove his identity and authority. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 12.02 If, within 24 hrs after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his bid, and his Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work.

## **PART 13 - OPENING OF BIDS**

- 13.01 Bids will be opened publicly and read aloud at the time and place shown in this notice. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

## **PART 14 - AWARD OF CONTRACT**

- 14.01 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of product of figures and the correct sum or product thereof will be resolved in favor of the correct or product sum.
- 14.02 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.

- 14.03 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 14.04 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 14.05 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 14.06 If the contract is to be awarded, it will be awarded to the lowest, responsible, responsive Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 14.07 Bidders may file a "protest" of the commended award of a contract. Protests may only be submitted by bidders who submitted a bid proposal for the Project. For a protest to be considered valid, the submittal must:
- be filed within three (3) business days of the bid opening date in writing with the City Engineer;
  - clearly identify the specific accusation(s) involved;
  - specify, in detail, the ground(s) and fact(s) supporting the protest;
  - and include all relevant and supporting documentation at the time of filing.

Upon submission of the complete protest package, if validated, the City will review the basis of the protest and all relevant information. The City will provide a written decision to the bidder within five (5) business days after the date of receipt. The protestor may appeal the City Engineer's decision to the City Council.

## **PART 15 – DESCRIPTION OF BID ITEMS**

- 15.01 **Mobilization** - The lump sum price bid for this item shall include the costs for bonds, insurance, permits, field offices, moving equipment to and from site and all other work required by the plans and specifications which is not specifically set forth in the bid form as a pay item. Payment will be at the lump sum contract price.
- 15.02 **Excavation and Off Haul** - The unit price bid for this item shall include all labor, equipment, materials and all incidentals necessary to clear materials (including trees and shrubs) and any necessary grading required for the existing slope at the locations indicated on the plans. Payment will be at the unit bid contract price.

Excavation shall take place in 40' segments. See Note 7, Sheet 3, for additional information.

- 15.03 **Rock Slope Protection** - The unit price bid for this item shall include all labor, equipment, materials and all incidentals necessary to place fabric and install rock at the locations indicated on the plans. Work shall include but not be limited to installation of the Mirafi 180NC fabric, fastening the fabric to the slope as recommended by the supplier, placement of the Caltran's rock class V-VII (see appendix A) and incidentals necessary for a complete installation. Payment will be at the unit bid contract price.

Geo fabric install and rock placement shall take place in 40' segments. See Note 6, Sheet 4, for additional information.

- 15.04 **6' Chain Link Fence w/ Razor Wire** - The unit price for this item shall include all labor, equipment, materials and all incidentals necessary to install the 6' fencing complete in place, in the locations shown on the plans. Fence shall match the existing security fence style. Payment will be at the unit price bid.
- 15.05 **SWPPP Implementation and Maintenance** – The lump sum price bid for this item shall include all labor, equipment, materials and all incidentals necessary to install SWPPP BMP's prior to construction and maintaining BMP's during the construction process. Payment will be at the lump sum contract price.
- 15.06 **Bid Alternate: 2" Pavement Grind and Overlay** - The unit price bid for this item shall include all labor, equipment, materials and all incidentals necessary to grind and remove existing asphalt concrete to a depth of 2" (including any existing striping) and repaving from Western Avenue to the treatment plant parking lot. All removed materials shall be disposed of offsite. Work shall include and not be limited to grinding, off haul and disposal, HMA placement, compaction and incidentals necessary for a complete installation. Payment will be at the unit price bid.

PROPOSAL TO CITY OF WATERFORD  
DEPARTMENT OF PUBLIC WORKS  
FOR THE CONSTRUCTION OF

**WASTEWATER TREATMENT PLANT ROAD STABILIZATION**

**WATERFORD, CALIFORNIA**

NAME OF BIDDER \_\_\_\_\_  
BUSINESS P.O. BOX \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
BUSINESS STREET ADDRESS \_\_\_\_\_  
(Please include even if P.O. Box used)  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE NO: AREA CODE ( ) \_\_\_\_\_  
FAX NO: AREA CODE ( ) \_\_\_\_\_  
CONTRACTOR LICENSE NO. \_\_\_\_\_

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the Federal prevailing wage rates or), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications and Drawings for the City of Waterford, dated January, 2014, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are included in this document. Project plans for the work to be done were approved and are entitled:

**IMPROVEMENT PLANS FOR  
WASTEWATER TREATMENT PLANT ROAD STABILIZATION**

Receipt of copies of the following addenda(s) is hereby acknowledged.

Addendum No.	Bidders Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bids are to be submitted for the entire work necessary to construct those items listed in the "Contractor's Bid" sheet (P-3). The amount of the bid for comparison purposes will be the total of all items of the base bid and any combination of the bid alternates.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Waterford, and that discretion will be exercised in the manner deemed by the City of Waterford to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Waterford respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Waterford within 14 calendar days, not including legal holidays, after the bidder has received notice from the City of Waterford that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the City of Waterford.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Waterford in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the

contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

## CONTRACTOR'S BID

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization	1	LS @	_____	= _____
2.	Excavation and Off Haul	3,365	CY @	_____	= _____
3.	Rock Slope Protection	3,069	CY @	_____	= _____
4.	6' Chain Link Fence w/ Razor Wire	545	LF @	_____	= _____
5.	SWPPP Implementation and Maintenance	1	LS @	_____	= _____
TOTAL BASE BID					= _____
6.	Bid Alternate: 2" Pavement Grind and Overlay	17,700	EA @	_____	= _____
TOTAL BID ALTERANTE					= _____

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**CITY OF WATERFORD  
DEPARTMENT OF PUBLIC WORKS**

**BIDDER'S BOND**

We, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_

as Surety are bound unto the City of Waterford, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for **Wastewater Treatment Plant Road Stabilization** for which bids are to be opened at Waterford City Hall on **June 12, 2024..**

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is bought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Principal*  
\_\_\_\_\_  
*Surety*  
By \_\_\_\_\_  
*Attorney-in-fact*

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California  
City/County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_ before me  
\_\_\_\_\_, personally appeared \_\_\_\_\_,  
*Attorney-in-fact*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) \_\_\_\_\_

The Bidder shall list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 7 (c) (2) "Required Listing of Proposed Subcontractors," of the Standard Specifications.

## LIST OF SUBCONTRACTORS

[illegible]

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(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO  
CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE  
A PART OF THIS PROPOSAL)

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### **Public Contract Code Section 10162 Questionnaire**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

### **Public Contract Code 10232 Statement**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**NONCOLLUSION AFFIDAVIT**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF WATERFORD

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

## **DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

**A G R E E M E N T  
FOR  
PUBLIC IMPROVEMENT  
PROJECT NO. 2024-02  
WASTEWATER TREATMENT PLANT ROAD STABILIZATION**

THIS AGREEMENT, is entered between the CITY OF WATERFORD, a Municipal Corporation, herein called "City", and \_\_\_\_\_ herein called "Contractor", on \_\_\_\_\_, 20\_\_.

**RECITALS**

- (a) City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided, and execution of this Agreement.
- (b) A notice was duly published for bids for the contract for the improvement hereinafter described.
- (c) On \_\_\_\_\_, 20\_\_, after notice duly given, the City Council of said City awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.
- (d) City and Contractor desire to enter into this Agreement for the construction of said improvements.

**IT IS AGREED AS FOLLOWS:**

**1. Scope of Work:**

Contractor shall perform the work described briefly as follows:

All work as specified on the Plans and in the Special Provisions, dated MAY 2024, for the project, WASTEWATER TREATMENT PLANT ROAD STABILIZATION.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, previously provided to Contractor, and which are incorporated herein by reference as if set forth fully herein.

**2. The Contract:**

The complete contract consists of the following documents: This Agreement, the notice to contractors, the Contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, faithful performance bond and labor and materials bond and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a satisfactory and acceptable manner. The Current Edition of the "City of Waterford Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "contract". In case of any dispute, the decision of the City Engineer shall be final.

**3. Schedule:**

All work shall be performed in accordance with the schedule provided by City Engineer, and under his direction.

**4. Equipment & Performance of Work:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for "WASTEWATER TREATMENT PLANT ROAD STABILIZATION"

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval, of the City Engineer of said City, or his designated agent.

**5. Contract Price:**

City shall pay, and Contractor shall accept in full payment for the work above

agreed to be done, the sum of: \_\_\_\_\_  
(\$XXXX). Said price is determined by the unit prices contained in Contractor's bid. In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials will be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

**6. Time for Performance:**

The time fixed for the commencement of such work is ten (10) calendar days after the "Notice to Proceed" has been issued. The work on this project shall be completed on or before ninety (90) calendar days after the date of the "Notice to Proceed".

**7. Rights of City to Increase Working Days:**

If such work is not completed within such time, the City Council shall have the right to increase the number of working days in the amount it may determine will best serve the interests of the City, and if it desires to increase said number of working days, it shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Clerk, addressed to the City Council. In this connection, it is understood that the City Clerk shall not transmit any such request to the City Council if not filed within the time herein prescribed.

**8. Option of City to Terminate Agreement in Event of Failure to Complete Work:**

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will insure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this Agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this Agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory

arrangements for the correction thereof made, this Agreement may, at the option of City, upon the expiration of said time, cease and terminate.

**9. Liquidated Damages:**

In the event Contractor for any reason shall have failed to perform the work herein specified within the time herein required and to the satisfaction of the City Engineer, City may, in lieu of any other of its rights authorized by paragraph 8 of this Agreement, deduct from payments or credits due Contractor after such breach, a sum equal to one thousand (\$1,000) Dollars as liquidated damages for each calendar day beyond the date herein provided for the completion of such work.

**10. Performance by Sureties:**

In the event of any termination as herein-before provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the Agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the Sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefore.

**11. Disputes Pertaining to Payment for Work:**

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

**12. Permits, Compliance with Law:**

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

**13. Superintendence by Contractor:**

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

**14. Inspection by City:**

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

**15. Extra and/or Additional Work and Changes:**

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such propose, shall be accepted in writing by Contractor and Contractor's surety.

**16. Inspection and Testing of Materials:**

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same, as required by the City.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement.

Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

**17. Permits and Care of the Work:**

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this Agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work

performed until completion and final acceptance.

**18. Other Contracts:**

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

**19. Payments to Contractor:**

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof.

**20. Contract Security:**

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City Manager.

**21. Indemnity:**

Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**22. Contractor's Insurance:**

(a) Minimum Limits of Insurance

(1) **General Liability**

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. A combination of a general liability policy and excess liability policies may be utilized to achieve these limits. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

**(2) Auto Liability**

Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident.

**(3) Workers' Compensation**

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

**(b) Deductibles and Self-Insured Retention:**

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible for self-insured retention as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall post a security (including but not limited to cash, letter of credit, etc.) guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**(c) Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage

- (a) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- (b) The Contractor's insurance shall apply separately to each insured against whom claim is made for suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverage:

- (a) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- (b) The Contractor shall require the subcontractors, if any, to take out and maintain similar Commercial General Liability and Property Damage Insurance.
- (c) In case any of the work under this Contract is to be performed on, or at, the site of the project by the subcontractor, the contractor shall take out and maintain such contractor's Contingent or Protective Insurance as will protect him, the Owner, and the Engineer from damage claims arising from the operations of any subcontractor.

(d) Acceptability of Insurer:

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same are not satisfactory to the City, the Contractor shall furnish other policies or certificates in form and amount, and with companies satisfactory to the City. The Contractor shall not cause any policies to be canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City stating when, not less than ten (10) days thereafter, such

cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The Contractor shall furnish to the City at the date of delivering the signed contracts and bonds, certificates or riders duly executed on behalf of the surety company, certifying as to the amounts of insurance carried, and providing for the coverage therein of the City, its officers, agents, and employees, within all risks arising out of the project.

**23. Proof of Carriage of Insurance:**

Contractor shall furnish City on City Forms, through the City Engineer, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and that each carrier shall give City at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

**24. Wages & Hours of Employment:**

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this Agreement shall be the current prevailing scale of wages determined by the U.S. Secretary of Labor for the community and on file with the City Engineer.

The Contractor shall forfeit as penalty to the City, Twenty-Five Dollars (\$25) to be paid to the City of Waterford for each workman employed in the execution of this Agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

**25. Emergency - Additional Time for Performance - Procurement of Materials:**

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, contractor is through no fault of the contractor, unable to perform this Agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

- (a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this Agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and

give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this Agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this Agreement. Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- (b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this Agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus ten percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or
- (c) City Council, by resolution, may suspend this Agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this Agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Agreement may have been suspended, as hereinabove provided, City Council may further suspend this Agreement, or either party hereto may, without incurring any liability, elect to declare this Agreement terminated upon the ground of impossibility of performance. In the event City declares this Agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Agreement rate for such portion of the Agreement as may have been performed, or

- (d) City may terminate this Agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this Agreement shall be terminated upon receipt by Contractor of such notice. In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

## **26. Provisions Cumulative:**

The provisions of this Agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

**27. Notices:**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**CITY MANAGER, CITY OF WATERFORD, P. O. BOX 199, WATERFORD, CA 95386**

Notices required to be given to Contractor shall be addressed as follows:

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

Notices required to be given sureties of Contractor shall be addressed as follows:

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

**28. Interpretation:**

As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

**29. Anti-Trust Claims:**

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning anti-trust claims.

IN WITNESS WHEREOF, four identical counterparts of this Agreement, consisting of a total of 12 pages, each of which counterparts shall for all purposes be deemed an original of said Agreement, have been duly executed by the parties hereinabove named, on the day and year first hereinabove written.

(Attach Contractor's  
Notary Seal here)

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Federal Tax ID #  
\_\_\_\_\_

OR

Social Security #  
\_\_\_\_\_

CITY OF WATERFORD,  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Michael G. Pitcock, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Corbett Browning, City Attorney

APPROVED AS TO SUFFICIENCY:

MCR ENGINEERING

By: \_\_\_\_\_  
Rob Marler, City Engineer

ATTEST:

By: \_\_\_\_\_  
Patricia Krause, City Clerk

## NOTICE OF AWARD

Description of Work: **WASTEWATER TREATMENT PLANT ROAD STABILIZATION**

To \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City, State, Zip)

The **City of Waterford, (Owner)**, represented by the undersigned has considered the proposal submitted by you for the above described work in response to its Notice to Contractors dated \_\_\_\_\_, 20\_\_\_\_, revised \_\_\_\_\_, 20\_\_\_\_.

It appears that it is to the best interest of said **Owner** to accept your Proposal in the amount of

\_\_\_\_\_  
(written description of contract amount)

(\$ \_\_\_\_\_) you are hereby notified that your Proposal has been accepted.

If you fail to execute said contract and to furnish bonds and certificates within **14 calendar days** from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER: City of Waterford**

### ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

## NOTICE TO PROCEED

Description of Work: **WASTEWATER TREATMENT PLANT ROAD STABILIZATION**

To \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City, State, Zip)

You are hereby given Notice to Proceed with the construction of the above referenced project. This notice

Given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, begins the **90 days** construction period for this project, and unless amended as provided for in the specifications, work shall be completed by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Work required beyond the established date of completion for this project will be assessed liquidated damages at the rate of **\$ 1,000.00 per day** in conformance with the specifications.

**OWNER: City of Waterford**

### ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Contractor,

and \_\_\_\_\_ as Surety,

are held firmly bound unto \_\_\_\_\_

hereinafter called "Owner", in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said Owner to perform and furnish all work as specified or indicated in the Contract Documents entitled \_\_\_\_\_

NOW, THEREFORE, if said Contractor, his subcontractors, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, all as required by the provisions of Title XV, Chapter 7, Sections 3247-3252 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, equipment or other supplies, appliances or power used in, upon, for or about performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring implements r machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

**PAYMENT BOND**  
**(CONTINUED)**

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changed in the time of completion, which may be made pursuant to the terms of said Contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Contractor's Seal)

\_\_\_\_\_  
(Surety Seal)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address & Telephone Number)

By: \_\_\_\_\_  
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Contractor,

and \_\_\_\_\_ as Surety,

are held firmly bound unto \_\_\_\_\_

hereinafter called "Owner", in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said Owner to perform and furnish all work as specified or indicated in the Contract Documents entitled \_\_\_\_\_

NOW THEREFORE, if said Contractor shall perform all the requirements of said Contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changed in the time of completion, which may be made pursuant to the terms of said Contract, shall not in any way release said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Contractor's Seal)

\_\_\_\_\_  
(Surety Seal)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address & Telephone Number)

By: \_\_\_\_\_  
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CITY OF WATERFORD  
DEPARTMENT OF PUBLIC WORKS  
**SPECIAL PROVISIONS**

**SECTION 1**  
**SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the Standard Specifications (current edition), and the Standard Plans (current edition), of the Department of Transportation insofar as the same may apply; in accordance with the City of Waterford's Standard Plans and Specifications, which plans and specifications are hereinafter referred to same; and in accordance with the following special provisions. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In the event of a conflict in the Contract documents, the order of precedence from highest to lowest shall be as follows:

- These Special Provisions
- The Project Plans
- City of Waterford's Standard Plans and Specifications
- Standard Specifications

**1-1.01 - Definitions And Terms** – Whenever in the Standard Specifications, or in any documents or instruments where these specifications govern, the terms State of California, Department of Transportation, Director Engineer, or Laboratory are used, the following terms shall be substituted therefor, and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

STATE OF CALIFORNIA: The City of Waterford

DEPARTMENT OF TRANSPORTATION: The Public Works Department of the City of Waterford.

DIRECTOR: The Director of Public Works of the City of Waterford.

ENGINEER: The City Engineer of the City of Waterford, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

LABORATORY: Any laboratory as may be authorized by the City to test materials and work involved in the Contract.

OWNER: The City of Waterford

## SECTION 2

### BIDDING

**2-1.01 - GENERAL** - The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In accordance with Labor Code Section 1771.1(a):

**A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 . It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.**

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contract.

**2-1.02 - Required Listing of Proposed Subcontractors** - Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of ½ of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practice Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the impositions of penalties for failure to observe its provisions by using unauthorized subcontractors or buy making or unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirements to provide a list of DBE subcontractors after the opening of the proposals.

## SECTION 3

### AWARD AND EXECUTION OF CONTRACT

**3-1.01 - General** – The bidder’s attention is directed to the provisions in Section 3, “Award and Execution of Contract,” of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bidders may file a protest of the commended award of a contract. Protests may only be submitted by bidders who submitted a bid proposal for the Project. For a protest to be considered valid, the submittal must:

- be filed within three (3) business days of the bid opening date in writing with the City Engineer;
- clearly identify the specific accusation(s) involved;
- specify, in detail, the ground(s) and fact(s) supporting the protest;
- and include all relevant and supporting documentation at the time of filing.

Upon submission of the complete protest package, if validated, the City will review the basis of the protest and all relevant information. The City will provide a written decision to the bidder within five (5) business days after the date of receipt. The protestor may appeal the City Engineer’s decision to the City Council.

Bid protests are to be delivered to the following address:

City of Waterford  
101 E Street  
Waterford California, 95386

The right is reserved to reject any and all proposals.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 10 days after the opening of proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Owner and the bidder concerned.

All bids will be compared on the basis of the Engineer’s estimate of the quantities of work to be done.

**3-1.02 - Contract Bonds** – The Contractor will be required to execute the performance and payment bonds within fourteen calendar days from the date when the Notice of Award is delivered to the Contractor. The performance and payment bonds must each be in the amount of 100 percent of the Contract price with a corporate surety approved by the Owner and authorized to do business in the state where the Contract is to be performed. Failure to execute the bonds within the time specified shall allow the Owner to consider that the bidder has abandoned the Contract, in which case the check or bidder’s bond accompanying the proposal shall be the property of the Owner.

The bond covering performance shall be conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract. The bond covering payment shall be conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials to be used in the performance of the Work. Such bond(s) shall also run in favor of any other person or entities required by law and shall be in the form(s) required by applicable statutes, if any, and acceptable to Owner. Evidence of authority of any attorney, in fact, acting for the corporate surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The expense of such bond(s) shall be borne by the Contractor. If at any time a surety on such bond(s) becomes irresponsible or loses its right to do business in the aforementioned State, the Owner may require another surety, which the Contractor shall furnish within ten calendar days after receipt of written notice to do so.

The performance bond shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the Contractor. This guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties of the contract bonds.

**3-1.03 - Execution of Contract** – The contract shall be signed by the successful bidder and returned, together with the contract bonds, within 14 calendar days, after the bidder has received the Notice of Award.

**3-1.04 - Failure to Execute Contract** – Failure of the lowest responsible bidder, or the second lowest responsible bidder, to execute the contract and file acceptable bonds and certificates of insurance as provided herein within 14 calendar days, not including legal holidays, after such bidder has received notice that the contract has been awarded to him, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

**3-1.05 - Return of Proposal Guaranties** – Within 10 days after the award of the contract to the lowest responsible bidder, the Owner will return the proposal guaranties, other than bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. Retained proposal guaranties will be held until the contract has been finally executed, after which all proposal guaranties, except bidder's bond and any guaranties which have been forfeited, will be returned to the respective bidders whose proposals they accompany.

## SECTION 4

### SCOPE OF WORK

**4-1.01 - Beginning of Work, Time of Completion and Liquidated Damages** – Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

Within twenty days after the Effective Date of the Agreement, but before Contractor starts the Work at the site, a conference attended by Contractor, Owner, Engineer and others as appropriate will be held to discuss the preliminary construction schedule, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

The Contractor shall begin work within 30 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Waterford, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.

This work shall be diligently prosecuted to completion before the expiration of the contract time.

The Contractor shall pay to the City of Waterford the sum indicated in section 8-1.07 of these Special Provisions for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed in the contract documents.

**4-1.01B - Intent of Plans and Specifications** – The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

**4-1.02 - Final Cleaning Up** – Before final inspection of the work, the contractor shall clean up the work, material sites, and all ground occupied by him in connection with the work of all rubbish, excess materials, falsework, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleaning up will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

**4-1.03 - Changes** – Extra work means work which was not included in the Drawings or Specifications or in any bid Schedule. Extra work does not include any items for which a unit price was stated in the Bid even if the estimated quantity differs from the actual quantity. The Owner, without invalidating the contract, may order extra work or make changes in or deletions from the work and increase or decrease the Contract price accordingly. All such work shall be executed under the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such extra work or change. Before becoming effective, all Change Orders must be signed by all parties indicated on the change order form.

The value of such extra work or change shall be determined in one of the following ways:

- A. By estimate and acceptance in a lump sum.
- B. By any unit prices named in the contract or subsequently agreed upon.

C. By Force Account

The contract price shall be adjusted by considering separately any work added and any work deleted. The Contractor agrees that he shall not be entitled to claim damages for anticipated profits on any portion of work that may be deleted. The amount of any adjustment for work deleted from the subsequent monthly pay estimates.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work.

**4-1.03B - Increased or Decreased Quantities** – Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of such item of work with the Engineer's estimate therefor.

If the total pay quantity of any item of work required under the contract varies from the Engineer's estimate therefor by 25 percent, in the absence of an executed contract change order specifying the compensation to be paid, the compensation payable to the contractor will be a mutually agreed upon amount or will be determined by force account.

**4-1.03C - Extra Work** – New and unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price or by combinations of such items. In the event that portions of such work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combination of such items, the remaining portion of such work will be classed as extra work.

The contractor shall do such extra work and furnish material and equipment therefor upon receipt of an approved contract change order or other written order of the Engineer.

## SECTION 5

### CONTROL OF WORK

**5-1.01 - Authority of Engineer** – The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the contractor; and all questions as to compensation. His decision shall be final, and he shall have authority to enforce and make effective such decisions and orders which the contractor fails to carry out promptly. The Engineer will not be responsible or have authority for job safety. Job safety shall be the sole responsibility of the contractor.

**5-1.02 - Plans and Working Drawings** – The contract plans furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing.

The contract plans shall be supplemented by such working drawings prepared by the contractor as are necessary to adequately control the work. No change shall be made by the contractor in any working drawing after it has been approved by the Engineer.

Working drawings for cribs, cofferdams, falsework, centering and form work, and for other temporary work and methods of construction the contractor proposes to use, will be required. Such working drawings shall be subject to approval insofar as the details affect the character of the finished work, but details of design will be left to the contractor who shall be responsible for the successful construction of the work.

It is expressly understood, however, that approval of the contractor's working drawings shall not relieve the contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. It is mutually agreed that the contractor shall be responsible for agreement and conformity of his working drawings with the contract plans and specifications.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the contract item of work to which such drawings relate, and no additional compensation will be allowed therefor.

#### **5-1.03 - Differing Site Conditions**

##### **a. Contractor Notification:**

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

1. Physical conditions differing materially from either of the following:
  - Contract documents
  - 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 the differing site condition claim 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.

##### **b. 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

**5-1.04 - Conformity With Contract Documents and Allowable Deviations** – Work and materials shall conform to the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and his decision as to any allowable deviations therefrom shall be final.

**5-1.05 - Coordination and Interpretation of Plans, Specifications, and Special Provisions** – The specifications, plans, special provisions, contract change orders, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, and to describe and provide for a complete work.

Plans shall govern over these specifications; the special provisions shall govern over both these specifications and the plans.

Should it appear that the work to be done, or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the contract. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions, or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

In the event of any discrepancy, between any drawings and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

**5-1.06 - Order of Work** – When required by the special provisions or plans, the contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming to such requirements will be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

**5-1.07 - Superintendence** – The contractor shall designate in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the contractor. Said authorized representative shall be present at the site of the work at all times when work is actually in progress on the contract. When work is not in progress, and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

**5-1.08 - Lines and Grades** – See the Special Provisions for staking to be provided by the Engineer.

When the contractor requires such stakes or marks, he shall notify the Engineer of his requirements in writing, a reasonable length of time in advance of starting operations that require such stakes or marks. In no event shall a notice of less than two working days be considered a reasonable length of time.

The Contractor shall carefully preserve stakes and marks set by the Engineer. In case such stakes and marks are destroyed or damaged, they will be replaced at the Engineer's earliest convenience. The contractor will be charged for the cost of replacement or restoration of stakes and marks. This charge will be deducted from any moneys due, or that may become due, the contractor under the contract.

**5-1.09 - Inspection** – The Engineer shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the specification, the special provisions, and the plans. All work done, and all materials furnished, shall be subject to his inspection and approval.

The inspection of the work or materials shall not relieve the contractor of any of his obligations to fulfill his contract as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the Engineer or that payment therefor has been included in a progress estimate.

Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by the agency involved.

**5-1.10 - Removal of Rejected and Unauthorized Work** – All work which has been rejected shall be remedied, or removed and replaced by the contractor in an acceptable manner and no compensation will be allowed him for such removal, replacement, or remedial work.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed, or replaced at the contractor's expense.

Upon failure of the contractor to comply promptly with any order of the Engineer made under this Section, the Owner may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due the contractor.

**5-1.11 - Equipment and Plants** – Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project.

Plants shall be designated and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient materials to carry the work to completion within the time limit.

The contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

The make, model number, and empty gross weight of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturers rated weight or the scale weight.

**5-1.12 - Character of Workers** – If any subcontractor or person employed by contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Engineer, and such person shall not again be employed on the work.

**5-1.13 - Final Inspections** – Final inspection and acceptance of the work shall be made for the Owner by the Engineer. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the Work is ready for such inspection.

**5-1.14 - LABOR NONDISCRIMINATION** – Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM  
(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

**5-1.15 - PREVAILING WAGE** – Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of the California Department of Industrial Relations, for the county or counties in which the work is to be done, are available at the following internet web site:

<http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>

The Federal prevailing wage rates as determined by the United States Secretary of Labor are available at the following internet web site:

<http://www.wdol.gov/dba.aspx>

If there is a difference between the wage rates predetermined by the Secretary of Labor and the wage rates determined by the Director of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate.

**5-1.16 - (Not Used)**

**5-1.17 - REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES** – When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

**5-1.18 - SUBCONTRACTING** – No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Waterford may exercise the remedies provided under Pub Cont Code § 4110. The City of Waterford may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work performed (Bus & Prof Code, § 7000 et seq.)

Each subcontractor must be registered to perform public work with the California Department of Industrial Relations.

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

**5-1.19 - PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS** – A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provisions in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may

take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**5-1.20 - PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS** – The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**5-1.21 - PAYMENTS** -- Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions. No partial payment will be made for any materials on hand but not incorporated into the work.

**5-1.22 - ENCROACHMENT PERMIT** – Not applicable.

## SECTION 6

### CONTROL OF MATERIALS

**6-1.01 - Source of Supply and Quality of Materials** -- The contractor shall furnish all materials required to complete the work, except materials that are designated in the special provisions to be furnished by the Owners.

Only materials conforming to the requirements of the specifications shall be incorporated in the work.

The materials furnished and used shall be new, except as may specifically be provided elsewhere in these specifications, on the plans, or in the special provisions. The materials shall be manufactured, handled, and used in a workmanlike manner to insure completed work in accordance with the plans and specifications.

The contractor shall furnish the Engineer a list of his sources of materials. The list shall be furnished to the Engineer in sufficient time to permit proper inspecting and testing of materials to be furnished from such listed sources in advance of their use. The contractor shall furnish without charge such samples as may be required. Inspection and tests, if made at any point other than the point of incorporation of the work, in no way shall be considered as a guaranty of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and test have been made.

Manufacturer's warranties, guarantees, instruction sheets and part's lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before acceptance of the contract.

Reports and records of inspections made and tests performed, when available at the site of the work, may be examined by the contractor.

**6-1.02 - Storage of Materials** -- Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate inspection.

**6-1.03 - Defective Materials** -- All material which the Engineer has determined do not conform to the requirements of the plans and specifications will be rejected, whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by the Engineer. Upon failure of the contractor to comply promptly with any order of the Engineer made under this Section, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the contractor.

**6-1.04 - Trade Names and Alterations** -- For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalogue information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

The burden of proof as to the quality and suitability of alternatives shall be upon the contractor and he shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and his decision shall be final.

Whenever the specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the contractor accompanied by complete data as to the equality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work.

**6-1.05 - Plant Inspection** -- The Engineer may inspect the production of materials, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the contractor and the material producer. The Engineer or his authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The Owner assumes no obligation to inspect materials at the source of supply.

**6-1.06 - Testing** – Unless otherwise specified, all tests shall be performed in accordance with the methods used by the California Department of Transportation, All tests that are performed shall be made by the Engineer or his designated representative.

Whenever a reference is made in the specifications to a test method by California Number, it shall mean the test method in effect on the day the Notice to Contractors for the work is dated.

Whenever a reference is made in the specifications to a specification or test designation either of the ASTM, the AASHTO, Federal Specifications, or any other recognized national organization, and the number or other identification accompanying the test designation representing the year of adoption or latest revision if the test is omitted, it shall mean the test method in effect on the day the Notice to Contractors for the work is dated.

When requested by the Engineer, the contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer, except as provided in this Section. Samples of material from local sources shall be taken by or in the presence of the Engineer, otherwise the samples will not be considered for testing.

## SECTION 7

### LEGAL RELATIONS AND RESPONSIBILITY

**7-1.01 - Laws To Be Observed** – The contractor shall keep himself fully informed of all existing and future State and National laws and county and municipal ordinances and regulations which in any manner affect these engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the Owner and all officers and employees thereof connected with the work against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order, or decree.

**7-1.02 - Hours of Labor** – Eight hours labor constitutes a legal day's work. The contractor shall forfeit, as a penalty to the Owner, \$25.00 for each workman employed in the execution of the contract by the contractor or any subcontractor under him for each calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

**7-1.03 - Labor Nondiscrimination** - Attention is directed to Section 1735 of the Labor Code which reads as follows: "No discrimination shall be made in the employment of persons upon public works because of their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons except as provided in Section 1420, and every contractor for public work violating this section is subject to all the penalties imposed for a violation of this chapter."

**7-1.04 - Prevailing Wage** – In accordance with Section 1771 to 1774 of the Labor Code, for contracts in excess of one thousand dollars (\$1,000) the contractor and all subcontractors under him shall pay all laborers, workmen, and mechanics on all work included in this contract no less than the general prevailing rate of per diem wages for work performed, (to-wit, within the limits if the City), and no less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rate contained in a schedule thereof which has been ascertained and determined by the Council to be the general prevailing rate of per diem wages for each draft or type of workman or mechanic needed to execute this contract, and which is now on file with the City Clerk, as set forth in the Notice to Bidders, and by reference it is incorporated herein and made a part hereof.

The contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under this contract by him or by any subcontractor under him in violation of Articles 1 and 2 of Chapter 1 Part 7 of Division 11 of the Labor Code of the State of California, and said sums and amounts which shall have been so forfeited pursuant to the herein paragraph and the said terms of said Labor Code shall be withheld and retained from payments due to the contractor under said contract, pursuant to this contract and the terms of said Labor Code; but no sum shall be so withheld, retained, or forfeited except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Department of Industrial Relations or by said Council.

The difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day, or a portion thereof, for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor. The contractor shall comply with the provisions of Section 1775 of the Labor Code of the State of California.

The contractor and subcontractor shall keep accurate payroll records. Certified copies of payroll records shall be provided to the City and the Division of Labor Standards Enforcement of the Department of Industrial Relations in accordance with Section 1776 of the Labor Code of the State of California.

**7-1.05 - Contractors Licensing Laws** –Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

All bidders and contractors shall be licensed in accordance with the laws of this state, and any bidder or contractor not so licensed, is subject to the penalties imposed by such laws.

**7-1.06 - Permits and Licenses** – The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The contractor shall obtain a permit for construction of a trench or excavation 5 feet or deeper, prior to beginning construction, from the State Industrial Relations Department.

If the Contract amount is in excess of \$25,000, the contractor to whom award is made shall submit a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from the shoring systems standards, the plan shall be prepared by a registered Civil or Structural Engineer. In no event shall shoring, sloping, or a protective system be allowed less effective than that required by construction safety orders. The Owner or its Engineer assume no responsibility for the Contractor's plan.

**7-1.07 - Patents** – The contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on, or incorporated in, the work, and agrees to indemnify and save harmless the Owner and duly authorized representatives from all suits at law, actions of every nature for, or on account of the use of any patented materials, equipment, devices, or processes.

**7-1.08 - Safety Provisions** – The contractor shall conform to the rules and regulations pertaining to safety established by the California Division of industrial Safety.

**7-1.09 - Public Convenience** -- The contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public. Traffic control and access shall be in accordance with Subsection 7-1.08 of the Standard Specifications, except as herein provided.

The Contractor shall provide general construction signing. The Contractor shall be required to provide adequate signing and flagmen as described herein as required for his operations.

Unless otherwise provided in the special provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Spillage resulting from hauling operations along or across any public traveled way, shall be removed immediately by the contractor at his expense.

Existing traffic signal and street lighting systems shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems unless otherwise specified.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenience access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way lines is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

Culvert installation, or other underground pipe construction, shall be conducted on but one-half of the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for traffic.

The Contractor will be required to provide dust control for his operations. Water or dust palliative shall be applied as ordered by the Engineer for the alleviation or prevention of dust nuisance, The cost of dust control shall be considered as included in the cost of items for which there is a bid price.

In order to expedite the passage of vehicular traffic through or around the work, the contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for the protection of the work and the safety of the public. Roadways closed to traffic shall be protected by effective barricades, and signs and obstructions shall be illuminated at night. Suitable warning signs, illuminated at night by lanterns or flares, shall be provided.

Flagmen and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" of the Department of Transportation of the State of California. The equipment shall be furnished and kept clean and in good repair by the contractor at his expense.

The contractor will be required to pay the cost of replacing or repairing all facilities installed for the convenience, direction, or warning of public traffic, that are lost while in his custody, or are damaged by reason of his operations.

Except as otherwise provided under this Section or in the Special Provisions, full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

**7-1.10 - Public Safety** - Whenever the contractor's operations create a condition hazardous to traffic or to the public, he shall furnish, at his own expense and without cost to the Owner, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered, and he shall furnish, erect, and maintain such fences, barricades, lights, signs, and other devices as are necessary to prevent accidents and avoid damage or injury to the public.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of the day's work, and at other times when construction operations are suspended for any reason, the contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Except as otherwise provided in this section or in the special provisions, compensation for conforming to all of the provisions in this section and in the special provisions, shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

**7-1.10A - Flagging Costs** – The cost of furnishing all flagmen and guards under "Public Convenience" will be borne by the contractor.

The provisions in this section shall in no way relieve the contractor from his responsibility for providing for the public's convenience or safety, nor relieve the contractor from his responsibility for damage as provided under "Responsibility for Damage," in this section.

**7-1.11 - Preservation of Property** – Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

Trees and shrubbery that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings, and structures, conduits, pipe lines (under or above ground) sewer and water lines, all street facilities, and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and if ordered by the Engineer, the contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the contractor's operations, they shall be replaced or restored at the contractor's expense.

The Engineer may make, or cause to be made, such temporary repairs as are necessary to restore to service any damaged street facility. The cost of such repairs shall be borne by the contractor and may be deducted from any monies due, or to become due, to the contractor under the contract.

The fact that any underground facility is not shown upon the plans shall not relieve the contractor of his responsibility under this Section. It shall be the contractor's responsibility to ascertain the existence of any underground

improvements or facilities which may be subject to damage by reason of his operations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all the work involved in protecting or repairing property as above specified, shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

**7-1.12 - Insurance** – The contractor shall take out and maintain during the life of his contract, such Commercial General Liability and Property Damage Insurance as shall protect him, the Owner, the Engineer, and their agents from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operation under this contract. The amounts of such insurance shall be as hereinafter set forth.

The contractor shall require the subcontractors, if any, to take out and maintain similar Commercial General Liability and Property Damage Insurance.

In case any of the work under this contract is to be performed on, or at, the site of the project by the subcontractor, the contractor shall take out and maintain such contractor's Contingent or Protective Insurance as will protect him, the Owner, and the Engineer from damage claims arising from the operations of any subcontractor. The amounts of such insurance shall be hereinafter set forth.

As above provided, the contractor shall take and maintain:

**7-1.12A - MINIMUM SCOPE OF INSURANCE** - Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" from CG 0001).
2. Insurance Services office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

**7-1.12B - MINIMUM LIMITS OF INSURANCE** - Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

**7-1.12C - DEDUCTIBLES AND SELF- INSURED RETENTION'S** - Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**7-1.12D - OTHER INSURANCE PROVISIONS** - The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability Coverage's**

- a. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by, or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations

on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
- d. The 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.

**2. Workers' Compensation and Employers Liability Coverage** - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

**3. All Coverages** - Each insurance policy by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**7-1.12E - ACCEPTABILITY OF INSURERS** - Insurance is to be placed with insurers with a Bests rating of no less than A: VII.

If the contractor has fully satisfied the Owners of his responsibility and capacity under the workmen's compensation laws, if any, to act as self-insurer, he may so act, and in such a case, the insurance required in the paragraph second above need not be provided.

In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same are not satisfactory to the Owners, the contractor shall furnish other policies or certificates in form and amount, and with companies satisfactory to the Owners. The contractor shall not cause any policies to be

canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owners stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The contractor shall furnish to the Owners at the date of delivering the signed contracts and bonds, certificates or riders duly executed on behalf of the surety company, certifying as to the amounts of insurance carried, and providing for the coverage therein of the Owners, their officers, agents, and employees, within all risks arising out of the project.

**7-1.13 - Cooperation** — Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified, or should work of any other nature be under way by other forces within or adjacent to said limits, the contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site at any time, by the use of other forces.

When two or more contractors are employed on related or adjacent work, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to person, or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish the work within the time specified for completion

**7-1.14 - Contractor's Responsibility for the Work and Materials** -- Until the acceptance of the contract, the contractor shall have the charge and care of the work and of the materials to be used therein, and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The contractor shall rebuild, repair, restore, and make good all injuries, losses, or damage to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries, losses, or damages as are

directly and proximately caused by acts of the federal government or the public enemy. The suspension of work from any cause whatever shall not relieve the contractor of his responsibility for the work and materials herein specified.

**7-1.14A - Responsibility for Damage** – The Owner, Engineer, and all of their officers and employees thereof connected with the work, shall not be answerable or accountable in any manner; for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person or persons either workmen or the public; or for damage to property from any cause which might have been prevented by the contractor, or his workmen, or anyone employed by him.

The contractor shall be responsible for any liability imposed by law, and for injuries to, or death of any person, or damage to property resulting from detects or obstructions, or from any cause whatsoever during the progress of the work, or at any time before its completion and final acceptance.

The contractor shall indemnify and save harmless the Owner, Engineer, and all of their officers and employees thereof connected with the work from all claims, suits, or actions of every name, kind, and description, brought for, or on account of, any injuries to or death of any person, or damage to property resulting from the construction of the work, or by or in consequence of any negligence in guarding the work, use of improper materials in construction of the work, or by or on account of any act or omission by the contractor or his agents during the progress of the work or at any time before its completion and final acceptance.

**7-1.15 - Personal Liability** – Neither the owner, the Engineer, nor any other officer or authorized employee or agent of the Owner or Engineer, shall be personally responsible for any liability arising under or by virtue of the contract. Job safety is the sole responsibility of the Contractor.

**7-1.16 - Apprentices** – Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or by any subcontractor under him.

“Apprenticeable craft or trade,” as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent; or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1-to-5; or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or

subcontractor may add the amount of such contributions in computing his bid for the contract. The responsibility of compliance with this section for apprenticeable occupations is the prime contractors.

**7-1.17 - Federal Requirements** — Contractor is required to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

### **7-1.18 - Female and Minority Goals**

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goal for minority utilization [45 Fed Reg 65984 (10/3/1980)] for Stanislaus County is 12.3 percent.

For each July during which work is performed under the Contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### **7-1.19 - Federal Training Program**

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of Waterford:

Number of apprentices or trainees to be trained for each classification

1. Training program to be used
2. Training starting date for each classification

Obtain the City of Waterford's approval for this submitted information before you start work. The City of Waterford credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman

2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of Waterford and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Waterford reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
  - Contribute to the cost of the training
  - Provide the instruction to the apprentice or trainee
  - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

#### **7-1.20 - Title VI Assurances:**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations,

Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## SECTION 8

### PROSECUTION AND PROGRESS

**8-1.01 - Subcontracting** — The contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the contractor, and he will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.

The contractor shall perform with his own organization, work of a value amounting to not less than 50 percent of the remainder obtained by subcontracting from the total original contract value the sum of any items that may be designated as "Specialty Items" in the special provisions. Where an entire item is subcontracted, the value of work subcontracted will be based on the contract bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the contract item, determined from information submitted by the contractor, subject to approval by the Engineer.

Before any work is started on a subcontract, the Contractor shall file with the Engineer at his office, a written statement showing the work to be subcontracted, giving the names of the subcontractors and the description of each portion of the work to be so subcontracted.

When a portion of the work which has been subcontracted by the contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

**8-1.02 - Assignment** — The performance of the contract may not be assigned, except upon the written consent of the Engineer. Consent will not be given to any proposed assignment which would relieve the original contractor or his surety of their responsibilities under the contract, nor will the Engineer consent to any assignment of a part of the work under the contract.

The contractor may assign moneys, due or to become due, him under the contract and such assignment will be recognized by the Owners, if given proper notice thereof, to the extent permitted by law, but any assignments of moneys shall be subject to all proper set-offs in favor of the Owners and to all deductions provided for in the contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the Owners for the completion of work in the event that the contractor should be in default therein.

**8-1.03 - Beginning of Work** — The contractor shall begin work within 30 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Waterford, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed, and shall diligently prosecute the same to completion within the time limit provided in the contract documents.

Should the contractor begin work in advance of receiving notice that the contractor has been approved as above provided, any work performed by him in advance of the said date of approval shall be considered as having been done by him at his own risk and as a volunteer unless said contract is so approved.

The delivery to the Owners, for execution and approval, of the contract properly executed on behalf of the contractor and surety shall constitute the contractor's authority to enter upon the site of work and to begin operations, subject to his assumption of the risk of the disapproval of the contract, and subject also the following:

- (1) Notice in writing of the contractors' intention to start work prior to approval, specifying the date on which he intends to start, shall be given to the Engineer at least two working days in advance.
- (2) The contractor shall, on commencing operations, observe all provisions of the specifications relating thereto.
- (3) All work done according to the contract prior to its approval, will, when the contract is approved, be considered authorized work and will be paid for as provided in the contract.

**8-1.04 - Temporary Suspension of Work** — The Owner shall have the authority to suspend the work wholly or in

part, for such period as it may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the contractor to perform a provision of the contract. The contractor shall immediately comply with the written order of the Owner to suspend the work wholly or in part. The suspended work shall be resumed when approved in writing by the Owner.

**8-1.05 - Time of Completion** — The contractor shall complete the work called for under the contract in all parts and requirements, within the number of calendar days set forth in the contract documents.

The current controlling operation, or operations, is to be construed to include any feature of the work considered at the time by the Engineer and the contractor, which, if delayed, will delay the time of completion of the contract.

**8-1.06 - Liquidated Damages** — It is agreed by the parties to the contract, that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the special provisions, damage will be sustained by the Owners, and that it is, and will be, impracticable and extremely difficult to ascertain and determine the actual damage which the Owners will sustain in the event of, and by reason of, such delay; and it is, therefore, agreed that the Contractor will pay to the Owners, the sum of one thousand dollars (\$1,000) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and the contractor agrees to pay said Liquidated damages herein provided for, and further agrees that the Owners may deduct the amount thereof from any moneys due, or that may become due, the contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days specified, the Owners shall have the right to increase the number of days, or not, as may seem best to serve the interest of the Owners, and if they decide to increase the said number of days, they shall further have the right to charge the contractor, his heirs, assigns, or sureties and to deduct from the final payment for the work all or any part as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate shall not be included in such charges.

The contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the special provisions for the completion of the work caused by acts of God or of the Public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortages of materials, and freight embargoes, provided that the contractor should notify the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.

**8-1.07 - Utilities** — The right is reserved to the Owner and the owners of facilities, or their authorized agents, to enter upon the work for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

Attention is directed to the possible existence of underground facilities not known to the Owner in a location different from that which is shown on the plans or in the special provisions. The contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service.

The Contractor shall not interfere with the operations of any existing utility lines during the progress of the work. All utility pipes or lines, conduits, or structures encountered in, across, or near the trench excavation. The Contractor shall be responsible for any damage or injury to such pipes, conduits, or structures and shall replace and/or repair at his own expense any such damage or injury using like or equal materials as approved by the Engineer and the applicable utility company.

**8-1.08 - Owners Right to Take Over the Work** — If the contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs,

or if he should fail to prosecute the work with due diligence and carry the work forward in accordance with the work schedules and the time limits set forth in the contract documents, or if he should fail to substantially perform one or more of the provisions of the contract, including all provisions relating to equal employment opportunity, the Owner shall inform the contractor and his surety, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily cleared within ten days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of such remedies at once, having first obtained a certificate from the Engineer that sufficient cause exists to justify such action.

(1) The Owner may terminate the services of the contractor, which termination shall take effect immediately upon service of notice thereof on the contractor and his surety, whereupon the surety shall have the right to take over and perform the contract. If the surety does not commence performance of the contract within ten days after service on surety of the notice of termination, the Owner may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best.

In the event of such termination of his service, the contractor shall not be entitled to any further payment under the contract until the work, is completed and accepted. If the Owner takes over the work and if the unpaid balance of the contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damage or expenses incurred by the Owner through the default of the contractor, such excess shall be paid to the contractor. In such event, if such cost expenses, and damages shall exceed such unpaid balance of the contract price, the contractor and his surety shall pay the difference to the Owner. Such cost, expenses, and damages shall be certified by the Engineer.

(2) The Owner may take control of the work and either make good the deficiencies of the contractor itself or direct the activities of the contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the contractor and his surety, or to deduct from any payment then or thereafter due the contractor, the costs incurred by it through the default of the contractor, provided the Engineer approves the amount thus charged to the contractor.

(3) The Owner may require the surety on the contractor's performance bond to take control of the work at once and see to it that all deficiencies of the contractor are made good with due diligence. As between the Owner and the surety the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, whether upon termination of the services of the contractor or upon instructions from the Owner to do so, the provisions of the contract shall govern in respect to the work done by the surety, the surety being substituted for the contractor as to such provisions of this section as to the right of the Owner to do the work itself or to take control of the work,

**8-1.08A - Contractor's Right to Stop Work or Terminate Contract** — If the work shall be stopped under an order of any court or other public authority for a period of three months through no act or fault of the contractor or of anyone employed by him, then the contractor may on seven days' written notice to the Owner and the Engineer, stop work or terminate this contract and recover from the Owner payment for all work executed, any losses sustained on any plant or material, and a reasonable profit. If the Engineer shall fail to issue any certificate for payment, without reasonable cause, within ten days after it is due, or if the Owner shall fail, without reasonable cause, to pay the contractor within fifteen days after its maturity and presentation any sum certified by the Engineer, then the contractor may on seven days' written notice to the Owner and the Engineer stop work and given written notice of intention to terminate the contract. If the Owner shall thereafter fail to pay the contractor within seven days after receipt of such notice, then the contractor may terminate the contract and recover from the Owner payment for all work executed, any losses sustained upon any plant or materials, and a reasonable profit.

**8-1.09 - Indemnify** — The Contractor shall indemnify and save harmless the Owner, Engineer and their agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents, or employees, in the execution of the Work or in making or failing to make payments therefor, or in guarding the same.

**8-1.10 - Cost Of Living Council** — Each Contractor will comply with the applicable regulations and standards of the Cost of Living Council in establishing wages and prices. The submission of a bid shall constitute a certification by him that amounts to be paid do not exceed maximum allowable levels authorized by the Cost of Living Council regulations or standards.

**8-1.11 - Clean Air Act** — If this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

**8-1.12 - Contractual Restrictions** — No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share of part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract is made with a corporation for its general benefit.

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract, subcontract, insurance contract, or any other contract pertaining to this project.

## SECTION 9

### MEASUREMENT AND PAYMENT

**9-1.01 - Measurement of Quantities** – Measurement of quantities shall conform to the provisions of Section 9-1.01 of the Standard Specifications.

**9-1.02 - Scope of Payment** – The contractor shall accept the compensation provided in the contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also, for all loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Owner, and for all risks of every description connected with the prosecution of the work: also, for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the contract; and for completing the work according to the plans and specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the contractor of any obligation to make good any defective work or material.

No payment will be made in any case for loss of anticipated profits.

**9-1.02A - Payments for Work Completed** – Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the Representative and as approved by the Owner, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent on the amount of each estimate until final completion and acceptance of all the Work.

For any moneys earned by the Contractor and withheld by the Owner to ensure the performance of the contract, the Contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5. Title I of the Government Code of the State of California.

Upon completion and acceptance of the Work, the Engineer shall issue a certificate that the Work has been substantially completed and accepted by him under the conditions of this Contract, and shall make and approve the final estimate of the Work. A Notice of Completion shall then be filed or recorded by Owner if permitted by law, in full compliance with the applicable statutory requirements. The entire balance found to be due the Contractor, including the retained percentage, but accepting such sums as may be lawfully retained by the Owner, shall be paid to the Contractor 35 days after the filing of the Notice of Completion. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material, and any other outstanding indebtedness in connection with the Contract have been paid.

If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Representative so certifies, the Owner shall upon the certificate of the Representative and, without terminating the Contract, make payment for the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

Form entitled, "Partial Payment Estimate," shall be used when estimating periodic payments due the Contractor.

**9-1.03 - Force Account Payment** – Work to be done by force account must be shown on a change order, approved prior to execution of the work, with a not-to-exceed amount shown on the change order. Once the work is complete, a subsequent change order may be executed to reduce the amount to that actually required. When extra work is to be paid for on a force account basis, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the Engineer and compensation will be determined as follows:

**9-1.03A - Labor** – The cost of labor used in performing the work, whether the employer is the contractor, subcontractor, or other forces, will be the sum of the following:

- A. Actual Wages paid (including any employer payments to, or on behalf of, workmen for health and welfare,

pension, vacation, and similar purposes).

- B. Labor Surcharge as set forth in the California Department of Transportation publication entitled "Equipment Rental Rates and General Prevailing Wage Rates".

To the cost of Labor as described above, 20 percent will be added to contractor-performed work. If work is subcontracted, 20 percent will be added for the subcontractor and 5 percent for the contractor.

**9-1.03B - Materials** – The cost of materials incorporated in the work will be the cost to the purchaser, whether contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the Owner notwithstanding the fact that such discount may not have been taken.

If materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such material delivered to the job site, whichever is lower.

The Owner reserves the right to furnish such materials as it deems advisable, and the contractor shall have no claim for costs and profit on such materials.

To the cost of the materials as described above, 15 percent will be added.

**9-1.03C - Equipment Rental** – The equipment rental rates shall be these:

- A. Published monthly by the State of California, Department of Transportation, for the month of the date of the proposal.
- B. Construction Equipment Rented from Third Parties -- Charges will be made for construction equipment rented from third parties only if the Engineer determines that such equipment is necessary for the proper prosecution to the force account work, and that neither the contractor nor any of his subcontractors has such equipment on the work. Such charges will consist of: the rental paid for the equipment up to the current prevailing rental rate for such equipment rental details in the area of the work; the charges for moving the equipment to and from the force account work, and payments made for equipment operators, if the equipment must be rented with operators and the cost thereof is not included in the rental rate.
- C. To the cost of equipment rental as described above, 15 percent will be added.

**9-1.03D - Records** – The contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

The contractor shall furnish the Engineer report sheets in duplicate of each day's extra work paid for on a force account basis no later than seven (7) days following the performance of said work. The daily report sheets shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the contractor or subcontractor. The daily report sheets shall provide names or identifications and classifications of workmen, the hourly rate of pay, and hours worked, and, also, the size, type, and identification number of equipment and hours operated.

Materials charges shall be substantiated by valid copies of vendors invoices. Such invoices shall be submitted with the daily report sheets.

Said daily report sheets will be signed by the contractor or his authorized agent.

The Engineer will compare his records with the daily report sheets furnished by the contractor, make any necessary adjustments, and compile the costs of work paid for on a force account basis.

**9-1.04 - Maintenance** – Neither the final certificate, final payment, nor any provision in the contract shall relieve the contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which may appear or be discovered up to one year after recording or filing of the Notice of Completion, or one year after final payment, if, for any reason, no Notice of

Completion was timely recorded or filed. During the first 30 days of this period, the contractor shall clean out any lines or structures that have become plugged with dirt or debris. The Owner shall give notice of observed defects with reasonable promptness, and the contractor shall proceed to remedy such defects immediately upon receiving such notification. Payment due the Engineer by the Owner for extra service required in the enforcement of the contractor's guarantees after acceptance of the work, shall be paid to the Owner by the contractor or his surety.

**9-1.05 - Liens or Claims** – If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. If the Owner has already paid to the contractor all sums due under this contract, or if the balance remaining unpaid is insufficient to protect the Owner, the contractor and his surety shall be liable to the Owner for any loss so sustained.

**TECHNICAL SPECIFICATIONS**

**DIVISION 1 – GENERAL**

Section 01 01 10      General Paragraphs..... 01 01 10-2

**DIVISION 2 – SITE CONSTRUCTION**

Section 02 31 00      Earthwork (Except Utilities)..... 02 31 00-1

## **DIVISION 1 – GENERAL**

### **Section 01 01 10**

#### **GENERAL PARAGRAPHS**

##### **1. General**

The contractor shall furnish all labor, equipment, materials, and service necessary to construct the work shown on the drawings and in the manner described in these specifications. All equipment and materials furnished and installed shall be new.

##### **2. Equals**

It is the intention of this specification to allow the contractor to offer to supply either the material specified, or a suitable equivalent. The Engineer will determine whether the material offered as a substitute is equivalent to that specified and the contractor shall obtain permission in writing from the Engineer before making substitution.

##### **3. Condemned Materials and Workmanship**

Any materials failing to meet specifications shall be removed from work at once. Any employee of the contractor performing his work contrary to the specifications shall be discharged and not re-employed. No work will be considered as accepted because the Engineer fails to point out its deficiencies. The contractor shall correct any imperfect work whenever discovered.

##### **4. Inspection and Testing**

Inspections, tests, or approvals by the Engineer or others shall not relieve the contractor from his obligations to perform the work in accordance with the requirements of the contract documents.

The Owner shall pay for initial compaction testing. The contractor shall pay for all other compaction tests which are in areas which failed the initial compaction test. The contractor shall also pay the cost incurred by the Engineer for inspecting repairs, inspecting and observing retesting, etc., and inspecting all other work which previously failed to conform to the contract. These cost will be deducted from monies due or to become due to the contractor, and will be determined from the Engineer's records.

Payment for repair and all other testing, including all labor, materials, tools, and equipment, of any work to be done by the contractor, shall be included in the cost of the work in place.

The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating government agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The contractor will provide proper facilities for such access and observation of work and, also, for any inspection, or testing thereof.

If any work is covered contrary to the instructions of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the contractor's expense.

In the event the contractor elects to work on a Saturday, Sunday, or legal holiday, the contractor shall notify the Engineer in advance in order that inspection may be performed. The contractor shall pay Owner's expense of providing such special inspection on a Saturday, Sunday, or legal holiday.

If the Contractor elects to work more than 8 hours a day, the Contractor shall pay the Owner for the difference between the normal charge rate for the inspector and the inspector's overtime charge rate.

No work shall be done at night without the prior written approval of the Engineer.

Two working days' notice shall be given before a test is made, and no test shall be made without the presence of the Engineer or his authorized representative.

## **5. Time of Completion**

The contractor shall plan the work and prosecute the same with such diligence that said work shall commence within 10 days after the Notice to Proceed is received, and it shall be completed within the time period set forth in the Construction Agreement.

## **6. Permits**

The contractor shall obtain at his own expense, all necessary permits and comply with all requirements of the permits at his sole expense. The contractor shall obtain a City Business License and a City Encroachment Permit.

## **7. Shop Drawing Submittals**

Submittals shall be made for materials and equipment so the Engineer can examine the submittals for compliance with the plans and specifications. Each submittal shall be accompanied by a letter or form indicating the following:

1. Submittal No.
2. Date of Submittal.
3. Contractor's Company Name.
4. Contractor's Signature (or authorized rep.)
5. Description of Submitted Item.

Submittals may be made within 10 working days of the approval of the contract. However, submittals shall not be made within 15 working days prior to installation of the item submitted for review. Contractor shall submit 3 copies of submittals. Electronic submittals are acceptable where materials samples are not required.

## **8. Easements**

Where the proposed work lies within or near an easement on private property, the Contractor shall take care not to disturb any more property than is necessary and to restore conditions to their original state after completion, including replacement of fences, bushes, pipelines, etc. at his sole expense.

## **9. Shoring, Sheeting, and Bracing**

Attention is directed to Section 5-1.02A "Trench Excavation Safety Plans," and 7-1.01E, "Trench Safety," of the Standard Specifications and these Special Provisions. Engineer will not be responsible for approving the Contractor's detailed plan for worker protection as stated in Section 5-1.02A. Safety is the sole responsibility of the Contractor.

## **10. Cleanliness of Premises**

During the progress of the work, the contractor shall keep the premises reasonably clean. The premises shall be kept and left free of all debris.

## **11. Materials, Fittings, and Equipment**

All materials, fittings, and equipment used in the installation of the work shall be new when installed and in excellent condition when the job is completed.

## **12. Cleanup**

Upon completion of the work and before making application for final inspection of the work, the contractor shall clean all ground occupied by him, in connection with the work, of all rubbish, debris, excess materials, temporary structures, and equipment. All portions of the work shall be left in a neat and sightly condition. Nothing in this

section, however, shall require or permit the contractor to remove warning or directional signs prior to formal acceptance by the Owner.

### **13. Construction Staking**

The Engineer will provide the following construction staking: Locations, line and grade stakes for curb, gutter, sidewalk, driveways, catch basins, storm drain line, and survey monuments will be staked upon request by contractor.

Contractor shall provide a worker to assist the Inspector in checking subgrade and base elevations in the reconstruction area.

### **14. Record Drawings**

The Contractor shall maintain at the job site, two sets of full-size contract drawings marked to show any deviations which have been made from the contract drawings including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the contract drawings. Upon completion of the work, the marked sets of prints shall be delivered to the Engineer. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Engineer.

### **15. Order of Work**

Contractor shall submit proposed schedule and order of work for project construction to Engineer for review within ten (10) working days of the approval of the contract.

Contractor shall establish communication with property owners affected by construction and shall cooperate with them to minimize disruption of their operations due to construction.

### **16. Plans**

The following drawings, including standard drawings, are referred to in these Specifications and Contracts as the Plans. Said Plans are attached hereto and are an integral part of the Contract.

Title: (a). **Wastewater Treatment Plant Road Stabilization**

\* \* \* \*

**Section 02 31 00**  
**EARTHWORK [Except Utilities]**

**PART 1 – GENERAL**

**1.01 SCOPE OF WORK**

- A. Consists of furnishing all labor, materials, tools, and equipment, excavation, and embankment incidental to construct the subgrade for pavement, curb, gutter, drive approaches, and sidewalk in accordance with the plans.

**1.02 WATER SUPPLY**

- A. Contractor shall provide a water supply as required for accomplishing the work of this section.

**PART 2 – PRODUCTS**

NOT USED

**PART 3 – EXECUTION**

**3.01 ROADWAY/STREET EXCAVATION**

- A. Perform roadway/street excavation in accordance with Section 19 of the Standard Specifications.

**3.02 EXCAVATION**

- A. Perform excavation and backfill in accordance with Section 19 of the Standard Specifications.

**3.03 EMBANKMENT**

- A. Construct roadway embankment in accordance with Section 19 of the Standard Specifications.

**3.04 COMPACTION**

- A. Perform compaction in accordance with Section 19 of the Standard Specifications.

**3.05 DUST CONTROL**

- A. Provide dust control in accordance with Section 10 of the Standard Specifications.

**3.06 WATERING**

- A. Watering shall conform to Section 19 of the Standard Specifications.

**3.07 DISPOSAL**

- A. Remove all deleterious and excess materials from the site.

**3.08 TESTING**

- A. Compaction density shall be measured in accordance with ASTM D 2922 and D 3017, latest revision, and shall be taken at locations selected by the Engineer.

\* \* \* \*

## APPENDIX A

### CALTRANS STANDARD SPECIFICATIONS

Division VIII Miscellaneous Construction: "72-2 Rock Slope Protection"

## **DIVISION VIII MISCELLANEOUS CONSTRUCTION**

### **72 SLOPE PROTECTION**

#### **72-1 GENERAL**

##### **72-1.01 GENERAL**

Section 72-1 includes general specifications for constructing slope protection.

##### **72-1.02 MATERIALS**

Construct slope protection or slope paving using minor concrete.

Unless otherwise specified, fabric must be Class 8 RSP fabric.

##### **72-1.03 CONSTRUCTION**

Earthwork must comply with section 19.

If placement of fabric is required, place the fabric before placing slope protection, slope paving, and gabions.

Before placing the fabric, the surface of the slope must be free of loose or extraneous material and sharp objects that may damage the fabric.

Handle and place the fabric under manufacturer's instructions. Place the fabric loosely on the slope such that it conforms to the surface without damage to the fabric when the cover material is placed.

Join the edges of the fabric with either overlapped joints or stitched seams.

If the fabric is joined with overlapped joints, the adjacent borders of the fabric must be overlapped by at least 24 inches. Overlap in the same direction that the cover material is placed.

If the fabric is joined by stitched seams, stitch with contrasting colored yarn. Use the size and composition of yarn that is recommended by the fabric manufacturer. Use 5 to 7 stitches per inch of seam. The strength of a stitched seam must be the same as that specified for the fabric, except if the stitched seams are oriented up and down a slope, the strength may be reduced to a value that it is at least 80 percent of that specified for the fabric.

Do not operate equipment or drive vehicles directly on the fabric.

If the fabric is damaged and the Engineer determines that it cannot be repaired, replace the fabric.

If the Engineer determines that the fabric can be repaired, then repair it by covering the damaged area with new fabric. If the repair is made using overlapped joints, the overlap must be at least 3 feet.

##### **72-1.04 PAYMENT**

The Department does not pay for additional fabric used for overlaps.

Payment for rock slope protection fabric is not included in the payment for rock slope protection.

#### **72-2 ROCK SLOPE PROTECTION**

##### **72-2.01 GENERAL**

Section 72-2 includes specifications for constructing RSP.

Use the class of rock and the method for placement described.

##### **72-2.02 MATERIALS**

###### **72-2.02A General**

Reserved

###### **72-2.02B Rock**

For method A and B placement and the class of RSP described, comply with the rock gradation shown in the following table:

**Rock Gradation**

Nominal RSP class by median particle diameter <sup>b</sup>		Nominal median particle weight W <sub>50</sub> <sup>c,d</sup>	d <sub>15</sub> <sup>c</sup> (inches)		d <sub>50</sub> <sup>c</sup> (inches)		d <sub>100</sub> <sup>c</sup> (inches)	Placement
Class <sup>a</sup>	Diameter (inches)		Min	Max	Min	Max	Max	Method
I	6	20 lb	3.7	5.2	5.7	6.9	12.0	B
II	9	60 lb	5.5	7.8	8.5	10.5	18.0	B
III	12	150 lb	7.3	10.5	11.5	14.0	24.0	B
IV	15	300 lb	9.2	13.0	14.5	17.5	30.0	B
V	18	1/4 ton	11.0	15.5	17.0	20.5	36.0	B
VI	21	3/8 ton	13.0	18.5	20.0	24.0	42.0	A or B
VII	24	1/2 ton	14.5	21.0	23.0	27.5	48.0	A or B
VIII	30	1 ton	18.5	26.0	28.5	34.5	48.0	A or B
IX	36	2 ton	22.0	31.5	34.0	41.5	52.8	A
X	42	3 ton	25.5	36.5	40.0	48.5	60.5	A
XI	46	4 ton	28.0	39.4	43.7	53.1	66.6	A

<sup>a</sup>For RSP Classes I–VIII, use Class 8 RSP fabric. For RSP Classes IX–XI, use Class 10 RSP fabric.

<sup>b</sup>Intermediate or B dimension (i.e., width) where A dimension is length and C dimension is thickness.

<sup>c</sup>d%, where % denotes the percentage of the total weight of the graded material.

<sup>d</sup>Values shown are based on the minimum and maximum particle diameters shown and an average specific gravity of 2.65. Weight will vary based on specific gravity of rock available for the project.

Rock material must comply with the requirements shown in the following table:

**Rock Material Requirements**

Quality characteristic	Test method	Requirement
Apparent specific gravity (min)	California Test 206	2.5
Absorption (max, %)	California Test 206	4.2
Durability index (min)	California Test 229	52

Notes:

Durability absorption ratio (DAR) = course durability index/(percent absorption + 1)

If the DAR is greater than 10, the absorption may exceed 4.2 percent.

If the DAR is greater than 24, the durability index may be less than 52.

Select rock such that the shapes provide a stable structure for the required section. If the slope is steeper than 2:1, do not use rounded boulders and cobbles. Angular shaped rock may be used on any planned slope. Flat or needle-shaped rock must not be used unless the individual rock thickness is greater than 0.33 times the length.

### 72-2.02C Fabric

Fabric must be RSP fabric that complies with the class shown in the following table:

**Fabric Class**

Class	Largest rock gradation class used in slope protection
8	Classes I–VIII
10	Classes IX–XI

## 72-2.03 CONSTRUCTION

### 72-2.03A General

Excavate the footing trench along the toe of the slope.

## SECTION 72

## SLOPE PROTECTION

Local surface irregularities of the RSP must not vary from the planned slope by more than 1 foot as measured at right angles to the slope.

At the completion of slope protection work, fill voids in the footing trench with excavated material. Compaction is not required.

### 72-2.03B Placement Method A

Do not place rocks by dumping.

Place larger rocks in the footing trench.

Place rocks on the slope such that their longitudinal axis is normal to the face of the embankment.

Place foundation course rocks such that they are in contact with the ground surface.

For rocks above the foundation course, place them such that each rock has a 3-point bearing on underlying rocks; do not bear them on smaller rocks which may be used for chinking voids.

### 72-2.03C Placement Method B

Rocks may be placed by dumping and may be spread in layers by bulldozers or other suitable equipment.

Place rocks such that:

1. There is a minimum of voids
2. Larger rocks are in the toe course and on the outside surface of the slope protection

### 72-2.04 PAYMENT

If RSP is paid by the ton, the payment quantity is the weight determined from scale weighings.

If RSP is paid by the cubic yard, the payment quantity is the volume determined from the dimensions shown or ordered.

## 72-3 CONCRETED-ROCK SLOPE PROTECTION

### 72-3.01 GENERAL

Section 72-3 includes specifications for constructing concreted-rock slope protection.

Use the class of rock and the method for placement described.

### 72-3.02 MATERIALS

#### 72-3.02A General

Reserved

#### 72-3.02B Concrete

If colored slope protection is described, color the concrete by mixing a fine, ground, synthetic mineral oxide into the concrete. The synthetic mineral oxide must be specifically manufactured for coloring concrete.

The color of the completed concrete after curing and when air dry must match color no. 30450 of FED-STD-595.

Use the 1-inch-maximum combined aggregate gradation in the concrete.

The water content of the concrete must allow gravity flow into the interstices with limited spading and brooming.

#### 72-3.02C Rock

Rocks for concreted-rock slope protection must comply with the gradation shown in the following table: