City of Los Banos
At the Crossroads of California

Contract Documents
for
Construction of

Los Banos
Dog Park

May 2020

Prepared by:

REGISTERED PROFESSIONAL ENGINEER
SPENCER A. SUPINGER
NO. 75909
CIVIL
STATE OF CALIFORNIA

6.19.20

Bid Proposals must be received no later than 2:00 p.m. July 21, 2020
City of Los Banos City Clerk
520 J Street
Los Banos, CA 93635

City of Los Banos
Public Works Department

Table of Contents

Advertisement for Bids

Information for Bidders

Bid

Bid Bond

Sample Forms

Agreement
Certificate of Contractor
Payment Bond
Performance Bond
Notice of Award
Notice to Proceed
Change Order

General Provisions

1. Terms and Definitions
2. Order of Precedence of Contract Documents
3. Venue
4. Giving Notice
5. Cumulative Remedies
6. Non-Discrimination
7. Non-Discrimination of the Disabled
8. Additional Instructions and Detail Drawings
9. Schedules, Reports and Records
10. Drawings and Specifications
11. Shop Drawings, Product Data and Samples
12. Materials, Services and Facilities
13. Inspection and Testing
14. Substitutions
15. Patents
16. Surveys, Permits and Regulations
17. Protection of Work, Property and Persons
18. Supervision by Contractor
19. Changes in the Work
20. Changes in Contract Price
21. Time for Completion and Liquidated Damages
22. Correction of Work
23. Suspension of Work, Termination and Delay
24. Progress Estimates
25. Progress Payments
26. Prompt Payment
27. Acceptance and Final Payment
28. Quantities and Unit Prices
29. Insurance
30. Contract Security
31. Assignments
32. Indemnification
33. Separate Contracts
34. Subcontracting
35. Employment of Apprentices
36. Payment of Prevailing Wages

37. Registration to Train Apprentices
38. Penalties
39. Engineer's Authority
40. Land and Rights-of-Way
41. Warranty and Guarantee
42. One (1) Year Warranty Period
43. Correction of Defective Work
44. Early Completion
45. Extended Warranties and Guarantees
46. Arbitration
47. Taxes
48. Contractor's Understanding
49. Accidents
50. Safety and Sanitation
51. Climatic Conditions
52. Officials Not to Benefit
53. Clean-Up
54. Notice to Owner
55. Payment of Withheld Funds
56. Storm Water Pollution Prevention Measures

Special Provisions

1. Requirements
2. Description of Work
3. Commencement, Prosecution and Completion of Work
4. Hours of Work
5. City Permits and Business Licenses
6. Testing
7. Responsibility Regarding Existing Utilities and Private Property
8. Obstructions
9. Materials Furnished By Owner
10. Materials Furnished By Contractor
11. Schedule of Values, Material List and Substitutions
12. Request for Extension of Time
13. Rights-of-Way
14. Coordination with Other Work
15. Closure of Streets
16. Construction Signs, Barricades, Lights and Flagmen
17. Traffic Control Plan
18. Disposal of Waste Materials
19. Noise Control
20. Water Supply
21. Notifications
22. Work Not Listed in Proposal
23. Submittals
24. Bid Item Descriptions

Technical Specifications

1. General
2. Demolition and Abandonment
3. Earthwork
4. Chain Link Fence
5. Asphalt Concrete Pavement
6. Cast-in-Place Concrete

Advertisement for Bids

CITY OF LOS BANOS
520 J Street
Los Banos, California 93635

Notice is hereby given that separate sealed bids for the award of contract for the construction of **Los Banos Dog Park** will be received by the City of Los Banos at the office of the City Clerk until 2:00 p.m. Pacific Daylight Savings Time, July 21, 2020 and then at said office publicly opened and read aloud.

The major work consists of construction of a new Dog Park, including earthwork, chain-link fencing, concrete mowstrip, concrete and asphalt pavement, irrigation system, landscaping, and other park amenities construction.

The time for completion shall be thirty (30) working days. There is an additional sixty (60) calendar days for establishment and maintenance of vegetation growth.

The Contract Documents, in their entirety, can be viewed and/or obtained from the City of Los Banos website at www.losbanos.org or at the following locations:

Central California Builders Exchange (www.cencalbx.com)

Builders Exchange of Stockton (www.besonline.com)

Valley Builders Exchange, Inc. (www.valleybx.com)

Dodge Data & Analytics (www.construction.com/plans/)

A payment bond prepared and executed in accordance with California Civil Code Section 3247 and a bond for faithful performance of the contract will be required of the successful bidder who is awarded the contract.

The successful bidder must comply with the latest general prevailing rate of per diem wages as determined by the Director of Industrial Relations, State of California, Department of Industrial Relations and is to be paid to the various craftsmen and laborers required to construct said improvements and is made a part of the specifications and contract for said work to which reference is hereby made for further particulars.

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor registration information can be found at:

http://www.dir.ca.gov/Public-Works/PublicWorks.html

Each bid shall be accompanied by cashier's or certified check or by a bidder's bond, made payable to the City of Los Banos and executed by a corporate surety licensed to issue surety bonds in the State of California, for an amount equal to at least ten percent (10%) of the amount of said bid and no bid shall be considered unless such cashier's or certified check or bidder's bond is enclosed therewith.

The successful bidder of this project shall have the following current and active California State Contractor's License at the time of the submission of the bid and throughout the duration of the contract: **C27 - Landscape** or **Class A - General Contractor** or **Class B – General Building Contractor.**

Bidders shall refer to the Contract Document's Information for Bidders for complete instructions.

Bidders are solely responsible for the cost of preparing their bids.

The City specifically reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects, in bidding not involving time, or quality of the work. The City may reject any and all bids and waive any minor irregularities in the bids.

Information for Bidders

Sealed bids will be received by the City of Los Banos (herein called the "Owner"), at the office of the City Clerk until 2:00 p.m. Pacific Daylight Savings Time (PDST), on July 21, 2020, then at said office, publicly opened and read aloud. Owner shall reject all bids received after the specified time and will return such bids to bidder, unopened. Bidders must submit bids in accordance with these instructions. No emailed or faxed bids will be accepted.

The major work consists of construction of a new Dog Park, including earthwork, chain-link fencing, concrete mowstrip, concrete and asphalt pavement, irrigation system, landscaping, and other park amenities construction. The time for completion of construction is thirty (30) calendar days. There is an additional sixty (60) calendar days for establishment and maintenance of vegetation growth.

Each bid must be submitted in a sealed envelope and addressed to the City of Los Banos at 520 J Street, Los Banos, CA 93635. Each sealed envelope containing a bid must be plainly marked on the outside as "**Los Banos Dog Park: Attention City Clerk**", and the envelope shall also bear on the outside, the name of the bidder, and their address. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Los Banos at 520 J Street, Los Banos, CA, 93635, and also clearly state, "**Los Banos Dog Park: Attention City Clerk**".

A complete bid includes the Bid Form, List of Subcontractors, Equal Employment Opportunity, Non-Collusion Affidavit, Debarment and Suspension Certification, Bid Schedule, Experience, Bid Bond with surety, and a copy of a current California State Contractor's License. A signed Addendum, if issued, must also be submitted with the sealed bid. The Total Bid Amount must be filled in, in ink or typewritten, and the bid must be fully completed and executed when submitted. Only one set of original bid forms are required to be submitted. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person or persons signing the bid. No conditional bids will be accepted.

The bid shall be signed by a person or persons legally authorized to bind bidder to the contract. The individual or individuals signing each document shall warrant that they are authorized to bind the bidder.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidder.

Each bid must be accompanied by a bid bond payable to the Owner for ten percent (10%) of the total amount of the bid. As soon as the bid amounts have been compared, the Owner will return the bid security of all except the three lowest responsive and responsible bidders. Once a bid has been awarded, and the payment bond and performance bond of the successful bidder has been received by the Owner, the bid security of the three remaining lowest responsive and responsible bidders will be returned.

All bonds must be acknowledged before a Notary Public by both the bidder and the surety. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

Award and Execution of Contract

The party to whom the contract is awarded will be required to execute the Agreement, and obtain the performance bond and payment bond along with satisfactory evidence of insurance within ten (10) calendar days from the date when the Notice of Award is delivered to the successful bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the Agreement, the Owner may, at his option, consider the bidder in default, in which case the bid bond accompanying the bid shall become the property of the Owner.

A performance bond and a payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570, will be required for the faithful performance of the contract. The payment bond must be issued by an admitted surety insurer holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner.

All bonds must be acknowledged before a Notary Public by both the bidder and the surety. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The Owner, within 15 days of receipt of the performance bond, payment bond and agreement signed by the party to whom the contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed has not been issued within such period, the time may be extended by mutually agreed upon, and the bidder may terminate the Agreement without further liability on the part of either party.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Subcontractors

The subcontractors listed by bidder in the bid shall list 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 one-half of one percent of the total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Registration with California Department of Industrial Relations (DIR)

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. Labor Code Section 1771.1(a) requires contractors and their subcontractors to possess and maintain such registration with DIR in order to be awarded and to perform on public works projects (regardless of funding source).

Pursuant to Section 1771.4, each contractor and subcontractor shall furnish certified payroll records to the Labor Commissioner at least monthly and in a format prescribed by the Labor Commissioner of the DIR. Until such time that the DIR gives awarding agencies direct access to all certified payrolls submitted by contractors and subcontractors, contractor and his subcontractors are also required to submit copies of payroll records to Owner on a monthly basis. Information on the above can be found at:

http://www.dir.ca.gov/Public-Works/PublicWorks.html

Prevailing Wage

This work is subject to prevailing wage requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations of the State of California for similar classification of labor, the contractor and his subcontractor shall not pay less than the higher wage rate. In accordance

with the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations, the general prevailing rate for each craft, classification, or type of workman required for execution of the Agreement. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, and available from the California Department of Industrial Relations' Internet web site at **http://www.dir.ca.gov/DLSR/PWD**.

The Federal minimum wage rates for this work as predetermined by the United States Secretary of Labor may be examined at the offices described above where the Contract Documents may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be posted on the internet at **www.losbanos.org**. Future effective general prevailing wage rates, which have been predetermined are on file with the California Department of Industrial Relations and are referenced but not printed in the general prevailing wage rates.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was misunderstanding concerning the quantities of work or the nature of the work to be done. The failure or omission of any bidder to do any of the foregoing shall not relieve any bidder from any obligation with respect to his bid.

The Contract Documents contain the provisions required for the construction of the project. The Owner will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the Owner or its representatives. Any request for clarifications or questions of the Contract Documents shall be made in writing or email and deliverable to:

City of Los Banos Public Works Department
Attn: Fred Pezeshk
fred.pezeshk@losbanos.org
411 Madison Avenue
Los Banos, CA 93635

Requests for clarification or questions shall be delivered to the Owner before 5:00 p.m. PDST on July 8, 2020. Any Owner response to a request for clarification, questions and answers will be posted to the City's website at www.losbanos.org no later than 5:00 p.m. PDST on July 10, 2020 and if necessary, shall become a part of the bid as an addendum.

Proposed timeline of events associated with the awarding of bid:

Release of Advertisement for Bid		June 22, 2020
Deadline to Submit Questions/Clarifications	5:00 p.m.	July 8, 2020
Addendum/Questions/Clarifications posted	5:00 p.m.	July 10, 2020
Bid Opening	2:00 p.m.	July 21, 2020
City Council Considers Bid		August 5, 2020 (tentative)
Issuance of a Notice to Proceed	On or before:	August 19, 2020(tentative)
Construction to Begin	On or before:	August 2020 (tentative)

Qualification of Bidder

The Owner may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested, and the bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

Governing Law and Venue

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the

award of this bid, shall have venue in the County of Merced, State of California.

Mandatory Bid Protest Procedure

The lack of prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in these Contract Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a bid to the Owner for this work, the bidder agrees to comply with and to be bound by this procedure.

Any bid protest must be submitted in writing to the Owner before 5:00 p.m. on the fifth (5th) business day following bid opening.

1. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation. A non-refundable fee of One Thousand Dollars ($1,000.00) made payable to the "City of Los Banos" shall accompany the protest documents and will be used by the Owner to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee shall not be considered by the Owner.
2. The party filing the protest must have actually submitted a bid for the work. A subcontractor of a party submitting a bid for the work may not submit a bid protest. Only bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a bid.
3. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
4. The protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.
5. The protest must include the name, address and telephone number of the person representing the protesting party.
6. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
7. The Owner will give the protested bidder five (5) business days after the receipt of the protest to submit a written response. The responding bidder shall transmit the response to the protesting bidder concurrent with the delivery to the Owner.
8. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

If the Owner determines that a protest is frivolous, the protesting bidder may be determined to be non-responsive and/or non-responsible and that bidder may be determined to be ineligible for future contract awards.

Cancellation of Contract

The Owner may terminate any contract derived from this bid as follows:

- WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder;
- WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Owner and shall be, but is not limited to, failure to supply the items, materials, equipment or services

specified within the time allowed or within the terms, conditions or provisions of this bid. The successful bidder may not cancel any contract derived from this bid, without prior written consent of the Owner.

Bid Form

TO: City of Los Banos
520 J Street
Los Banos, CA 93635

In compliance with the Advertisement for Bids the undersigned, as bidder, hereby offers to provide to the Owner, in accordance with the terms and conditions in the provisions set forth in the Contract Documents the stated total bid amount quoted on this Bid Form for the work of

Los Banos Dog Park

Total Bid Amount: $_____

_____
(Total Bid Amount in Written Form)

The undersigned certifies under penalty of perjury under the laws of the State of California and the United States of America, that the above quotation constitutes a bona-fide offer for the work, that undersigned is a duly authorized representative of the company listed, that the quotation is in no way sham or collusive, and that the executed Agreement between the bidder and Owner constitutes acceptance of bidder's total bid for the work stated in the Contract Documents. The undersigned has read the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents. The undersigned further certifies, under penalty of perjury that the Non-Collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The undersigned acknowledges receipt of the following addenda: _____

_____

Signature: _____ Date:_____

Print Name: _____

Title: _____

Name of Business: _____

Doing business as: (*Circle One*): An Individual A Partnership A Corporation

Business Address: _____

Telephone No.:_____ Fax No.:_____

E-Mail Address: _____

License Number: _____ Class & Expiration Date: _____

List of Subcontractors

The bidder shall herein set forth the name and location of the place of business of each subcontractor who will perform work or labor or render services to the bidder in or about the construction of the work in an amount in excess of one-half of one percent of the bidder's total bid, and the portion of the work which will be done by each subcontractor (see Item 34 of the General Provisions). Attach additional sheets, if necessary.

Project: **City of Los Banos Dog Park**

The following work will be performed (or provided) by the following subcontractors, and coordinated by bidder:

Company Name	Address	License No.	Section of Work

Equal Employment Opportunity

Contractor hereby certifies that bidder and subcontractors

- ☐ Have
- ☐ Have 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, have 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 part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

Non-Collusion Affidavit

PUBLIC CONTRACT CODE 7106

In conformance 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.

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, and 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 judgment 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 to an additional sheet of paper and include with the bid.

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

NPDES/MS4 Compliance Certification

All construction projects within the City limits must comply with the National Pollutant Discharge Elimination System (NPDES) storm water regulation adopted by the EPA and the Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit requirements, regardless of size.

The City is required under these permits to provide information to Contractors performing work within City limits about training opportunities to assist in managing potential pollutants from construction –related activities, selection, installation, implementation, and maintenance of Best Management Practices (BMPs), as well as overall program compliance. The City has provided such information and helpful links on their website at http://www.losbanos.org/city-government/departments/public-works/, under the Storm Water Management Plan tab.

The Bidder acknowledges that they are aware of the necessity to be in compliance with the NPDES and MS4 permits while working within City limits, and that information regarding such is available on the City's website.

Note: The above certifications are part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

Experience

Bidder shall identify three (3) most recently completed projects similar to work described in these Contract Documents.

	1	2	3
Project Title			
Public Agency			
Address			
Telephone No.			
Engineer in Charge			
Project Value ($)			
Date Accepted			
Claims Filed?*			

* If yes, please explain below:

Bid Schedule
For
Los Banos Dog Park

Bidder agrees to perform all the work described in the Contract Documents for the following unit and lump sum prices and understands that the quantity of work shown is approximate only. The schedule shall be completed by the bidder with the unit and lump sum prices entered in numerals. The extensions shall be made by the bidder. In case of discrepancy between the unit prices and the extension thereof, the unit price shall be considered as correct when evaluating bids.

ITEM NO.	ITEM	QUANTITY AND UNIT		UNIT PRICE	AMOUNT
1	Mobilization	1	LS	$ _____	$ _____
2	Earthwork and Grading	1	LS	$ _____	$ _____
3	Erosion Control	1	LS	$ _____	$ _____
4	Electrical Connection to Irrigation Controller	1	LS	$ _____	$ _____
5	Water Connection to Drinking Fountains	1	LS	$ _____	$ _____
6	Sawcut, Demolition, Removal, & Abandonment	1	LS	$ _____	$ _____
7	Landscape	1	LS	$ _____	$ _____
8	Irrigation	1	LS	$ _____	$ _____
9	New Concrete Pavement	1,250	SF	$ _____	$ _____
10	New 6” Concrete Curb	135	LF	$ _____	$ _____
11	New 6” Concrete Mowstrip	1,395	LF	$ _____	$ _____
12	New 6’ High Chain-Link Fence	140	LF	$ _____	$ _____
13	New 6’ High Chain-Link Fence with Mowstrip	225	LF	$ _____	$ _____
14	New 4’ Chain-Link Fence Man Gate	3	EA	$ _____	$ _____
15	New 10’ Chain-Link Fence Swing Gate	2	EA	$ _____	$ _____
16	New Parking Lot Striping and Signage	1	LS	$ _____	$ _____
17	New ADA Ramps	5	EA	$ _____	$ _____
18	New Asphalt Pavement	390	SF	$ _____	$ _____
19	Drinking Fountains	2	EA	$ _____	$ _____
20	Benches	8	EA	$ _____	$ _____

21	Bag Station	2	EA	$ _____	$ _____
22	Trash Receptacle	2	EA	$ _____	$ _____

TOTAL: **$** _____

Note: The representations made herein are made under penalty of perjury. Any information contained in the bid which is proven false shall be considered nonresponsive and this bid shall be rejected.

Bid Bond

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called "Owner") for payment

of the penal sum of _____

_____Dollars ($_____),

lawful money of the United States. Contractor has submitted the accompanying bid proposal

for the construction of: **Los Banos Dog Park**

If the Contractor is awarded the contract and enters into a written agreement, in the form prescribed by the Owner, at the price designated by Bid Schedule, and files a payment bond and performance bond with the Owner, or substitute security in lieu thereof, in the time and manner specified by the Owner, and carries all insurance in type and amount which conforms to the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Contractor's failure to do any of the foregoing.

Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

Executed on _____, 20____

_____
Contractor

(Seal if Corporation)

By: _____

Title _____

[SIGNATURE SHEET CONTINUES ONTO NEXT PAGE]

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

_____
Surety

By _____
(Attorney-in-Fact)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California.

All bond forms must be acknowledged before a Notary Public by both the Contractor and the Surety. Attorneys-in-fact who sign bond forms must file with each bond a certified and effective dated copy of their power of attorney.

Agreement

SAMPLE

Note: Particulars left blank in this sample will be filled with project specific information as outlined in these bid documents.

THIS Agreement is dated as of the _____day of _____in the year 20__ by and between the **City of Los Banos, a California municipal corporation** ("Owner") and _____ ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK. Contractor shall complete the work indicated in Owner's Contract Documents entitled "Los Banos Dog Park."

The work is generally described as follows:

- Construction of construction of a new Dog Park, including earthwork, chain-link fencing, concrete mowstrip, concrete and asphalt pavement, irrigation system, landscaping, and other park amenities construction.

- Contractor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work described herein.

2. CONTRACT TIME. Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will complete the same within the time period set forth in the bid, unless the period for completion is extended otherwise by the Contract Documents.

3. LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the time specified in Paragraph 2 herein, plus any extensions thereof allowed in accordance with Paragraph 21, Time for Completion and Liquidated Damages, of the General Provisions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Eight Hundred Dollars ($ 800.00) for each day that passes after the time specified in Paragraph 2 herein.

4. CONTRACT PRICE. Owner shall pay Contractor for completion of the work in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule(s). The Contractor agrees to perform all of the work described in the Contract Documents for the unit and lump sum prices set forth in the Bid Schedule(s).

5. PAYMENT PROCEDURES. Contractor shall submit applications for payment in accordance with Paragraph 24, Progress Estimates, of the General Provisions. Applications for payment will be processed by Owner as provided in the General Provisions.

6. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the work consists of this Agreement and the following attachments to this Agreement:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Notice of Award
(I) Notice to Proceed
(J) Change Order
(K) General Provisions
(L) Special Provisions
(M) Technical Specifications prepared by QK entitled "Los Banos Dog Park".
(N) Drawings prepared by QK numbered 1 through L-2.
(O) Addenda

No. _____, dated_____20__

No. _____, dated_____20__

There are no Contract Documents other than those listed in this Paragraph 6. The Contract Documents may only be amended by change order as provided in Paragraph 19, Changes in the Work, of the General Provisions.

7. MISCELLANEOUS.

A. Terms used in this Agreement which are defined in Paragraph 1 of the General Provisions will have the meanings indicated in the General Provisions.

B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

C. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

D. The Laws of the State of California shall govern this Agreement. Venue is Merced County. The provisions of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

E. All bids become property of the Owner. All bids, including the accepted bid and any subsequent contract become public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid are not consider proprietary information. The Owner will treat all information submitted in a bid as available for public inspection once the Owner has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information

contained within your bid, you must identify any such information, together with the legal basis of your claim in your bid. In order for the Owner to assess confidentiality of any such information on your behalf, you must request, execute and submit an Owner-prepared written agreement to defend and indemnify the Owner for any liability, costs, and expenses incurred in asserting such confidentiality as part of your bid. The final determination as to whether the Owner will assert your claim of confidentiality on your behalf shall be sole discretion of the Owner.

F. This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

G. If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

_____ By: _____
Date Authorized Representative of Owner

Title: _____

ATTEST:

_____
Lucille L. Mallonee
City Clerk

APPROVED AS TO FORM:

_____
William A. Vaughn
City Attorney

_____ By: _____
Date Authorized Representative of Contractor

Title: _____

(Seal if Corporation)

(Attach Acknowledgement for Authorized Representative of Contractor)

Certificate of Contractor

I, _____
(Name)

certify that I am a/the _____
(Title)

designate sole proprietor, partner in partnership, or corporate officer with Contractor License Number _____ in the entity named as Contractor in the foregoing Agreement. I hereby expressly certify that the name of the entity to which I am associated is

_____
(Company Name)

that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute the Agreement on behalf of the above-named entity.

ATTEST:

Signature:_____

This form must be acknowledged before a Notary Public. The acknowledgement must be attached.

Payment Bond

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called "Owner") for payment

of the penal sum of _____

_____Dollars ($ _____),

lawful money of the United States. Owner has awarded the contract and entered into an

Agreement with the Contractor for the construction of:

Los Banos Dog Park

If Contractor or any of his subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed, or the Provisions shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Contractor and Surety agree that should Owner become a party to any action on this bond that each will also pay Owner's reasonable attorney's fees incurred therein in addition to the above sum.

[SIGNATURE SHEET BEGINS ON NEXT PAGE]

Executed in four original counterparts on: _____, 20_____

_____
Contractor

(Seal if Corporation) By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

_____
Surety

By _____
(Attorney-in-Fact)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California.

All bond forms must be acknowledged before a Notary Public by both the Contractor and the Surety. Attorneys-in-fact who sign bond forms must file with each bond a certified and effective dated copy of their power of attorney.

Performance Bond

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called "Owner") for payment

of the penal sum of _____

_____Dollars ($ _____),

lawful money of the United States. Owner has awarded the contract and entered into an

Agreement with the Contractor for the construction of:

Los Banos Dog Park

The condition of this obligation is such that if the Contractor shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said Contract Agreement, and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the Owner and the Owner's Representative, and their consultants, and each of their directors, officers, employees and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

This Performance Bond shall remain in full effect during the one-year guaranty period following the completion of the work.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents shall in anyway affect its obligation in the bond, and it does hereby waive notice thereof.

Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit, in addition to the above sum.

[SIGNATURE SHEET BEGINS ON NEXT PAGE]

Executed in four original counterparts on : _____, 20_____

_____
Contractor

(Seal if Corporation) By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____

_____

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

_____
Surety

By _____
(Attorney-in-Fact)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California.

All bond forms must be acknowledged before a Notary Public by both the Contractor and the Surety. Attorneys-in-fact who sign bond forms must file with each bond a certified and effective dated copy of their power of attorney.

Notice of Award

To: _____ Date: _____

_____ Project: _____

_____ _____

The Owner has considered the bid submitted by you for the above described work dated_____, 20_____.

You are hereby notified that your bid has been accepted for the unit and lump sum prices set forth in the Bid Schedule totaling $_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's performance bond and payment bond within ten (10) calendar days for the date of this Notice to you.

Before the Notice to Proceed can be issued, all required certificates of insurance, as stated in Section 29 of the General Provisions, and a copy of your Los Banos Business License must be submitted.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

_____
Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

_____ (Name of Contractor) _____

this _____ day of _____ ,20_____

By _____

Title _____

Notice to Proceed

To: _____ Date: _____

_____ Project: _____

_____ _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 20_____, on or before _____20_____, and you are to complete the work by _____, 20_____.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

_____
Owner

By _____

Title _____

ACCEPTANCE OF NOTICE
Receipt of the above Notice to Proceed is hereby acknowledged by
_____ (Name of Contractor) _____

this _____ day of _____ ,20_____

By _____

Title _____

Change Order

Order No._____

Date: _____

Agreement Date:_____

Project: _____

Owner: _____

Contractor: _____

The following changes are hereby made to the Contract Documents:

Justification:

Change to Contract Price:

Original Contract Price:	$ _____
Current Contract Price adjusted by previous Change Order:	$ _____
The Contract Price due to this Change Order will be (increased) (decreased) by:	$ _____
The new Contract Price including this Change Order will be:	$ _____

Change to Contract Time:

The Contract Time will be (increased) (decreased) by calendar days.	_____
The date for completion of all work will be:	_____

The undersigned hereby agrees to the above-described amendment of the Agreement.

_____
Contractor

_____
Owner

This Change Order shall become a part of the Contract Documents only upon signature of both parties.

General Provisions

1. Terms and Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, by additions, deletions, clarifications or corrections.

ANSI – American National Standards Institute, current designation as of the Bid date unless otherwise indicated.

ASME – American Society of Mechanical Engineers, current designation as of the Bid date unless otherwise indicated.

ASTM – American Society for Testing Materials, current designation as of the Bid date unless otherwise indicated.

AWWA – American Water Works Association, current designation as of the Bid date unless otherwise indicated.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder - Any person, firm or corporation submitting a bid for the work.

Bonds - Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the contract price or contract time.

Completion - That date as certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.

Contract Documents - the contract, including Advertisement for Bids, Information for Bidders, Bid, including Bid Representations and Certifications, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, General Provisions, Special Provisions, Technical Specifications, Drawings, and Addenda.

Contract Price – The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time – The number of calendar or working days as stated in the Contract Documents for the completion of the work.

Contractor – The person, firm or corporation with whom the Owner has executed the Agreement.

Drawings – The part of the Contract Documents which shows the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.

Engineer – City Engineer of the City of Los Banos, acting either directly or through properly authorized agents, such agents, acting within the scope of the particular duties entrusted to them.

Field Order – A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.

IEEE – Institute of Electrical and Electronics Engineers, current designation as of the bid date unless otherwise indicated.

NEMA – National Electrical Manufacturers Association, current designation as of the bid date unless otherwise indicated.

Notice of Award – The written notice of the acceptance of the Bid from the Owner to the successful bidder.

Notice to Proceed – Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

Owner – City of Los Banos.

Production Data – All illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

Project – The undertaking to be performed as provided in the Contract Documents.

REA – Rural Electrification Association, current designation as of the bid date unless otherwise indicated.

Samples – Physical examples which illustrate materials, equipment or workmanship, and establish standards by which the work will be judged.

Shop Drawings – All drawings, diagrams, schedules and other data which are specifically prepared for the work by the Contractor, a subcontractor, manufacturer, supplier or distributor, to illustrate some portion of the work.

Specifications – A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

Standards - City of Los Banos Standard Specifications, The Standard Specifications of the Department of Transportation of the State of California (Caltrans) dated 2010 and subsequent updates to that 2010 edition, and The Standard Plans of the Department of Transportation of the State of California (Caltrans) dated 2010 and subsequent updates to this 2010 edition.

Subcontractor – An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.

Supplier – Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

Work – All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.

Written Notice – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

2. Order of Precedence of Contract Documents

In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law
2. Change orders
3. Agreement
4. Addenda
5. Contractor's Bid (Bid Form)
6. Advertisement for Bids
7. Information for Bidders
8. Supplementary General Conditions
9. General Provisions
10. Special Provisions
11. Technical Specifications
12. Drawings
13. Referenced Standard Specifications

If the conflicts cannot be resolved by the precedence prescribed above, the most stringent requirements shall prevail.

3. Venue

Contractor, and any subcontractor, supplier and any other person or organization performing any part of work, agree that each of them will waive jurisdiction and venue and shall submit to the jurisdiction of the courts of the State of California in the County of Merced, regardless of residence or domicile, with respect to any actions or suits at law or in equity arising under or related to the bidding, award or performance of the work or with regard to any matter whatsoever arising out of or relating to the validity, construction, interpretation or reinforcement of the Agreement as against Owner or any of their consultants, and/or any of their respective directors, officers, employees, representatives or agents.

4. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

5. Cumulative Remedies

The duties and obligations imposed by these General Provisions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Provisions and all of the rights and remedies available to Owner thereunder are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

6. Non-discrimination

During the performance of the project, Contractor and subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Contractor and subcontractors shall ensure that the evaluation/treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this agreement by reference and made a part hereof as if set forth in full.

Contractor and any subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.

Contractor shall grant access by representative of the Department of Fair Employment and Housing and the Owner upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Owner shall require to ascertain compliance with this clause.

7. Non-discrimination of the Disabled

The Owner will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates on the basis of handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The Owner is committed to provide access to all Owner services, programs, and meetings open to the public for people with disabilities. In this regard the Owner and all of its vendors and Contractor will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

8. Additional Instructions and Detail Drawings

The Contractor may be furnished additional instructions and detail drawings by the Engineer, as necessary to carry out the work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

9. Schedules, Reports and Records

The Contractor shall submit to the Owner such schedules, reports, records and other data as the Owner may request concerning work performed or to be performed.

Prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposed to carry on the work, including dates at which he will start the various parts of the work, estimated date of completion of each part and, as applicable:

A. A detailed cost breakdown of the work under each bid item awarded. The breakdown, after receiving favorable review by the Engineer, will become the basis for partial payment determination. Elements of work shall be grouped by building, structure, pipeline, system, etc. Within each grouping, work shall be itemized by readily measurable quantities of work completed in place. For example, concrete should be in units of cubic yard including form work and reinforcing steel. Mobilization costs, bond and insurance costs, and overhead costs shall not be prorated over items of work. In the event the cost breakdown is not favorably reviewed by the Engineer, another cost breakdown shall be submitted that

is mutually acceptable to the Contractor and the Engineer.

B. The dates at which special detail drawings will be required; and respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the work.

10. Drawings and Specifications

The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions and detailed drawings shall govern over general drawings.

Any discrepancies found between the drawings and specifications and site condition or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

The Owner will furnish to the Contractor, free of charge, six copies of drawings and specifications for the work. The Contractor shall keep one copy of all current drawings and specifications on the job site, in good order, available to the Engineer and his representatives.

All drawings, specifications, and copies thereof furnished by the Owner are the property of the Owner. They are not to be used on other work, and, with the exception of the signed contract set, are to be returned to the Owner on request, at the completion of the work.

11. Shop Drawings, Production Data and Samples

The Contractor shall review, approve and submit to the Engineer all Shop Drawings, Production Data and Samples as may be necessary for prosecution of the Work and as required by the Contract Documents. The Contractor shall review and approve all Shop Drawings, Production Data and Samples prior to submitting them to the Engineer. By approving and submitting Shop Drawings, Production Data and Samples, the Contractor represents that he has determined and verified all materials, measurements and criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents. Any Shop Drawing, Production Data or Sample submitted to the Engineer without having been approved by the Contractor will be returned unreviewed to the Contractor.

For each item where shop drawings, production data or samples are required, the Contractor shall submit a minimum of six approved sets, hard copies, or one set, electronically. The Engineer shall review all shop drawings, production data and samples and retain three sets after his review. The remaining sets shall be returned to the Contractor with actions defined as follows:

A. NO EXCEPTIONS TAKEN – Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission.

B. MAKE CORRECTIONS NOTED – Same as NO EXCEPTIONS TAKEN except that minor corrections as noted shall be made by the Contractor.

C. REVISE AND RESUBMIT – Rejected because of major inconsistencies or errors which shall be resolved by the Contractor prior to subsequent review by the Engineer.

D. REJECTED – Submitted material does not conform to Contract Documents in major respect.

The Engineer's review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. It shall not include review of

quantities, dimensions, weights or gauges, fabrications processes, construction methods, coordination with other trades, or construction safety precautions, all of which are the responsibility of the Contractor.

The Engineer shall not be responsible for any deviations from the Contract Documents not brought to the attention of the Engineer in writing by the Contractor and acknowledged in writing by the Engineer.

Portions of the work requiring shop drawings, production data and samples shall not begin until the submission has been favorably reviewed by the Engineer. A copy of each favorably reviewed shop drawing, product data and sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

12. Materials, Services and Facilities

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and reviewed by the Engineer.

Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or any subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

13. Inspection and Testing

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Contractor shall provide, at his expense, the necessary testing and inspection services required by the Contract Documents, unless otherwise provided. (See Section 6 of the Special Provisions)

The Owner shall provide all other inspections and testing services not required by the Contract Documents. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any work to be inspected, tested, approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of the Owner and appropriate Federal or State agencies shall be permitted to inspect all work, material, 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 the Work and also for any inspection or testing thereof.

If any work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer be uncovered of his observation and replaced at the Contractor’s expense.

If any work has been covered which the Engineer has not specifically requested to observe prior to it being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or

tested by others, the Contractor, at the Engineer's request, will uncover expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is not found to be defective, the Contractor will be allowed an increase in the contract price of an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

14. Substitutions

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

15. Patents

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

16. Surveys, Permits and Regulations

The Engineer will furnish lines and grades as required for the construction of the work. The Contractor shall make a general check of all lines, dimensions and elevations and shall make all necessary rechecks during the progress of the work to avoid errors in construction. The Contractor shall be responsible for proper dimensions and fittings of all items of work being performed by him. Should any discrepancy be found in lines, dimensions or elevations, they shall be reported to the Engineer immediately.

The Contractor shall protect all existing property and survey monuments, including survey control monuments for this work. The Contractor is responsible for protecting and preserving survey monuments and other survey markers. Any survey monuments damaged as a direct or indirect result of construction activities shall be re-established by a duly licensed land surveyor at the Contractor's sole expense. A corner record shall be filed in accordance with State law for any reset monuments at the Contractor's sole expense.

The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Paragraph 19 of these General Provisions, Changes in the Work.

17. Protection of Work, Property and Persons

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor shall remedy all damages, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

18. Supervision by Contractor

The Contractor shall supervise and direct the work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the work, a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

19. Changes in the Work

The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written change order.

The Engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him to a change in contract price or contract time, or both, in which event he shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

20. Changes in Contract Price

The contract price may be changed only by a written change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

A. Unit prices previously approved.

B. An agreed lump sum.

C. If a lump sum or unit price cannot be mutually agreed upon, the Contractor shall be entitled to the sum of the following costs of doing the extra work:

1. Direct Labor Costs. Charges for cost of all the labor furnished and used by the Contractor shall be made for manual classifications up to and including general foreman. It will not include charges for assistant superintendents, superintendents, office personnel, timekeepers, and maintenance and mechanics. The time charged to extra work shall be subject to the daily approval of the Engineer and evidence of such daily approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those so designated in the Advertisement for Bids. No time or charges will be allowed, except when the men are actually engaged in the proper, efficient, and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval by the Engineer.

2. Equipment Costs. Charges for the rental and operation of the equipment furnished and used by the Contractor shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of $1,000.00 or less. Equipment time charges must be subject to the daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the Engineer and the Contractor prior to commencement of the extra work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra work as authorized.

3. Material Costs. Charges for the cost of materials furnished by the Contractor shall be made providing such furnishing was specifically authorized in the extra work order and the actual use verified by the Engineer. Charges must be net cost to the Contractor delivered at the job, and vendor's invoice must accompany the billing along with verification of use of such materials by the Engineer.

4. Tools, Supplies, Overhead, Supervision and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of 15% of the Total Direct Labor Costs, and Material Costs, as defined above.

Any extra work performed hereunder shall be subject to all of the provisions of the contract and the Contractor's sureties shall be bound with reference thereto as under the Contract.

21. Time for Completion and Liquidated Damages

The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

Time is of the essence in this Agreement. The Contractor shall proceed with the work at such a rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time.

The parties hereto agree that it is extremely difficult and impractical in this case to determine the actual damages the Owner will suffer if the Contractor fails to complete the work within the contract time and for said reason, if the Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The time for completion of the work shall be extended, and the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Engineer:

A. To any preference, priority or allocation order duly issued by the Owner.

B. To unforeseeable caused beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics quarantine restrictions, strikes, freight embargoes, and climatic conditions which, in the opinion of the Engineer, make prosecution of the work

unreasonably difficult.

C. To any delays of subcontractors occasioned by any of the causes specified in the above paragraphs.

22. Correction of Work

The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

23. Suspension of Work, Termination and Delay

The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days, or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any such suspension.

If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver if appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a change order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractors then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

If, through on act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after the (10) days from delivery of a written notice to the Owner and the Engineer stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.

24. Progress Estimates

On or about the last day of the calendar month, the Contractor will, except as hereinafter provided, make in writing and certify to the Owner an estimate which, in his opinion, is just and fair of the amount and

value of the work completed by the Contractor up to that time in the performance of the contract. In case of work for which unit prices are named in the contract, the estimate shall be computed on the basis of said unit prices. In the case of work for which a lump sum is named in the contract, the Engineer may use a breakdown of the lump sum price submitted by the Contractor, provided that such breakdown is submitted within 10 calendar days after the execution of the Agreement in a form acceptable to the Engineer. No payment will be made to the Contractor until such schedule has been submitted to and reviewed by the Engineer. To the figure thus arrived at shall be added any amounts due the Contractor for extra work and the amount of any approved claims for extra costs to the date of the progress estimate the retained percentage hereinafter provided for shall be deducted from the total thus computed; and from the remainder, there shall be further deducted any amounts due the Owner from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the Owner under the terms of the contract. In preparing estimates for partial payment, consideration shall be given to delivery on the site of pipe, and fittings which will become a part of the finished construction work and for which payment in full has been made by the Contractor, but no consideration will be given to preparatory work done or other materials on hand. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for that month. Such partial estimates shall not be required to be made by strict measurement, but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the Engineer, the Contractor is not diligently and efficiently endeavoring to comply with the intent of the Agreement.

25. Progress Payments

The Owner will make payments on account of the contract as follows: Not later than the 30th day of the month following the month in which the contract is awarded, and the 30th day of each calendar month thereafter, the Owner will pay to the Contractor 95% of the amount earned by the Contractor during the preceding month at the rate of prices set forth in the contract, based on the estimate of the Engineer.

The retention will be held by the Owner until 35 days following filing of the Notice of Completion.

26. Prompt Payment

The Contractor shall promptly pay all subcontractors and suppliers within ten (10) days of receipt of any progress payment, final payment or retention paid by the Owner to the Contractor. Contractor shall advise all subcontractors and suppliers that all second-tier subcontractors and suppliers must be paid within then (10) days of their receipt of payment from the Contractor.

27. Acceptance and Final Payment

Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the Engineer will promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating that the work required by this contract has been completed. The Owner then shall issue a formal Notice of Completion, and the entire balance found to be due shall be paid to the Contractor by the Owner 35 days from the date of recording by the Owner of the Notice of Completion of all work covered by this contract.

Before issuance of the Notice of Completion, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, or if not paid, then the Contractor shall submit evidence of the status of any unpaid indebtedness.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner except the following:

A. those arising from unsettled liens;

B. those arising from faulty work appearing within 12 months after the date of filing of the

Notice of Completion;

C. those arising from failure to meet the requirements of the Contract Documents or the specifications; or,

D. those arising from manufacturers' guarantees.

The acceptance by Contractor of the final payment referred to in this paragraph 27 herein, shall be a release of Owner from all claims of liability to Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of Owner or of any person relating to or affecting the work, except demands against Owner for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 25, Progress Payments, herein; and excepting pending, unresolved claims.

28. Quantities and Unit Prices

The quantities noted in the schedule are approximation for comparing bids, and no claim shall be made against the Owner for excess or deficiency therein. Payment at the unit prices set forth in the schedule will constitute payment in full for the completed work and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the contract, unless otherwise specifically provided.

The quantities of work performed will be computed for payment by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and binding.

29. Insurance

The Contractor shall not commence work under this Agreement until he has obtained all the insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. All insurance required under this section shall be maintained at the expense of the Contractor continuously during the life of the contract up to the date of acceptance of the work by the Owner.

Commercial General Liability and Automobile Liability Insurance – The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

A. Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)

2. Insurance Service Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto)

B. Limits – The Contractor shall maintain limits no less than the following:

1. General Liability – Two million dollars ($2,000,000) 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 the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability – One million dollars ($1,000,000) per accident for bodily injury and property damage combine single limit.

C. Required provisions – The general liability and automobile liability policies are to contain, to be endorsed to contain the following provisions:

1. The Owner and its directors, officers, employees, agents and volunteers are to be covered as insured 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 Owner and its directors, officers, employees, agents, and volunteers.

2. For any claims related to this work, the Contractor's insurance shall be the primary insurance as respects the Owner and its directors, officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the Owner and its directors, officers, employees, agents and volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner and their directors, officers, employees, agents and volunteers.

4. 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.

5. Each insurance policy required 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 Owner.

D. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.

E. Acceptability of Insurers – Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-: VII or equivalent.

Workers' Compensation and Employer's Liability Insurance – The Contractor and all subcontractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under law, and the Contractor shall defend, protect and save harmless the Owner and its directors, officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the Contractor or any subcontractor to maintain such insurance. Before beginning work, Contractor shall furnish to the Owner satisfactory proof that Contractor has taken out for the period covered by the work under this Contract, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out the work contemplated under this Contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

The Contractor shall provide employer's liability insurance in the amount of, at least, $1,000,000 per accident for bodily injury and disease.

The Contractor shall provide the Owner with a certificate of Workers' Compensation and Employers liability insurance coverage.

In signing the Agreement, Contractor makes the following certification required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which requires each employer to be insured against liability for workmen's compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of

the work of this contract."

Evidences and Cancellation of Insurance – Prior to execution of the Agreement, the Contractor shall file with the Owner evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to the Owner at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall, upon demand of the Owner, deliver to the Owner all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the Owner, then it shall be lawful for the Owner to obtain and maintain such insurance, and the Contractor hereby appoints the Owner the true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the Owner for insurance premiums under the provisions of this article shall be charged to the Contractor.

30. Contract Security

The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance bond and a payment bond in penal sums equal to 100% of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of surety companies accepted on Federal bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond (s) shall be paid by Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

Attached to the bonds shall be the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument which entitles and authorizes the person to execute the bond to do so, a certified copy of the certificate of authority or the insurer issued by the Insurance Commissioner of the county in which the Owner is located which would state that the certificate of authority of the insurer (the bonding company) has not been surrendered, revoked, cancelled, annulled, or suspended.

The performance bond shall remain in full force and effect during the warranty period of 12 months from the date of acceptance of the work by the Owner.

If requested by the Owner or Engineer, copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code, shall be provided to the Owner or Engineer within 10 calendar days of the insurer's receipt of the request to submit the statements.

31. Assignments

Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or his obligation thereunder, without written consent of the other party.

32. Indemnification

Contractor shall indemnify and hold harmless and defend the Owner and the Engineer and their directors, officers, employees, agents or volunteers, and each of them from and against:

A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including Owner and/or Engineer and/or Contractor, or any directors, officers, employees, agents volunteers of the Owner, Engineer or Contractor, and damages to or destruction of property of any person, including but not limited to, Owner, Engineer and/or Contractor and their directors, officers, employees, agents or volunteers arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, however caused regardless of any negligence of the Owner or the Engineer or their directors, officers, employees, agents, or volunteers, except the sole negligence of willful misconduct or active negligence of the Owner or the Engineer or their directors, officers, employees, agents or volunteers:

B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities in law or equity, of every kind or nature whatsoever, arising out of , resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Owner and the Engineer or their directors, officers, employees, agents or volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Owner and their directors, officers, employees, agents, or volunteers in any such suit, action or other legal proceedings.

Contractor shall reimburse the Owner and their directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications. See Paragraph 29 of these General Provisions for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Owner and the Engineer or their directors, officers, employees, agents and/or volunteers.

33. Separate Contracts

The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depend upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

The Owner may perform additional work related to the project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the Contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

In the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such requires additional expense or entitles him to an extension of the contract time, he may make a claim therefore as provided in Items 19 and 20 of these General Provisions.

34. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is of the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all contracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents in so far as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

35. Employment of Apprentices

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. The responsibility for compliance with the provisions of said Section 1777.5 for all apprenticeship occupations shall rest with the Contractor. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or from its branch offices.

36. Payment of Prevailing Wages

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 of 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 craft 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 Information for Bidders, and by reference it is incorporated herein and made a part hereof.

The Contractor shall forfeit, as a penalty to the Owner, two hundred dollars ($200.00) 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 said 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 his subcontractors shall submit certified payroll information electronically to the

Department of Industrial Relations as well as a hard copy of said certified payrolls to the Owner on a monthly basis.

37. Registration to Train Apprentices

Pursuant to Labor Code Section 1777.5, all contractors shall file with the appropriate Joint Apprenticeship Training Committee, a DAS-140 form registering to train apprentices. This requirement to register to train apprentices is mandated by Section 1777.5 whether or not you are signatory to or a party of any approved training program. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms.

If the contractor is approved to train apprentices, then apprentices must be called in a ratio not less than one apprentice hour for each five journeyman hours.

However, if the entire contract may be completed within 20 working days or the entire contract (nor subcontracts) is less than thirty thousand ($30,000), then the Contractor is exempt from requesting apprentices under Labor Code Section 1777.5.

In addition, all contractors are required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council. Payments shall be made not less than monthly, calculated and paid by the fifteenth of each month, for work performed that prior month.

The address for the applicable Joint Apprenticeship Training Committee and for the California Apprenticeship Council can be obtained by calling the Division of Apprenticeship Standards.

38. Penalties

Failure to pay the appropriate prevailing wage can result in penalties being assessed as follows:

A. Up to $50.00 per day per worker for each and every violation; and,

B. debarment from future public works for a period not to exceed three years.

C. $50.00 per day per worker for each failure to comply with the payment of overtime for all hours worked in excess of 8 in one day or 40 in one week.

Failure to register to train apprentices or failure to pay the appropriate training contribution can result in penalties being assessed as follows:

A. $100.00 per day for each day of violation; and,

B. debarment from future public works for a period not to exceed three years.

39. Engineer's Authority

The Engineer shall act as the Owner's representative. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

40. Land and Rights-of-Way

Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents,

unless otherwise mutually agreed.

The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

The Contractor shall provide, at his own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

41. Warranty and Guarantee

Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to Owner shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in Paragraph 19, Changes in the Work, of these General Provisions. Defective work may be rejected even if approved by prior inspection.

42. One (1) Year Warranty Period

The warranty period shall commence when the Notice of Completion is issued, at notice of beneficial occupancy or at notice of partial utilization of the work to be warranted has been issued, or a later date if so specified in the Agreement, or mutually agreed to, and extend until one (1) year after that date or whatever longer period may be prescribed by laws or regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

43. Correction of Defective Work

If within the designated warranty period, or such longer period as may be required by Laws or Regulations, the work, or any part of the work, is discovered to be defective, Contractor shall promptly, without an adjustment in contract price and in accordance with Owner's written instructions, either correct that defective work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If circumstances warrant it, including but not limited to, in an emergency, Owner may have the defective work corrected or the rejected work removed and replaced. In that event, Contractor shall not be allowed to recover any associated costs, and he shall reimburse Owner for all direct, indirect and consequential costs of Owner, and Owner shall be entitled to an appropriate decrease in contract price, to withhold a set-off against amount recommended for payment, or make a claim on Contractor's bond if Contractor has been paid in full. Where defective work (and damage to other work resulting therefrom) has been corrected, removed or replaced during the warranty period, the one (1) year warranty period with respect to such work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

44. Early Completion

The one (1) year warranty period will not begin until the Notice of Completion is filed. If Contractor completes the work or portions thereof prior to this time, he shall preserve the equipment and/or facilities by developing and implementing a preventive maintenance program in compliance with manufacturer's recommendations to maintain the equipment and/or facilities unless Owner has issued a notice of beneficial occupancy or notice of partial utilization for the warranted work. At start up, Contractor will be required to get his equipment and/or facilities ready to put into service.

45. Extended Warranties and Guarantees

Owner may at its sole discretion extend the one (1) year warranty period up to twenty-four (24) months, in which case Contractor shall maintain the warranties and guarantees. If such extension of the one (1) year warranty period causes an increase in the cost of the warranties and guarantees provided by Contractor, an adjustment in contract price shall be made as provided by the Contract Documents.

46. Arbitration

With the prior approval of the Owner and the Contractor, all claims, disputes and other matters in question arising out of, or relation to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Item 27 of these General Provisions, may be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association. If entered into, the agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice of the request for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. The request for arbitration shall set forth specifically the dispute to be arbitrated. Acceptance by the other party of the request to arbitrate shall constitute the agreement to arbitrate and arbitration shall proceed forthwith. No legal proceedings other than to enforce arbitration shall be commenced on any issue covered by the arbitration agreement.

The Contractor shall carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

47. Taxes

The Contractor shall pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

48. Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and extent of the work, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Engineer or the Owner, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

49. Accidents

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the site which causes death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

50. Safety and Sanitation

The Contractor shall provide adequate safety and sanitation facilities according to State laws and local ordinances.

The Contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and equipment. This responsibility shall apply continuously and not be limited to normal working hours.

51. Climatic Conditions

The Engineer may order the Contractor to suspend any work that may be subject to damage by climatic conditions. The Contractor may suspend work if climatic conditions are such that the Contractor is unable to work. In such case, the Contractor, within seven days, shall request in writing a change order

to extend the contract time.

52. Officials Not To Benefit

No official of the Owner shall receive any benefit that may arise by reason of this contract.

53. Clean-Up

During the progress of the work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the work, the Contractor shall remove from the vicinity of the work all plants, buildings, rubbish, unused materials, concrete forms, temporary bridging, and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the Owner after 10 calendar days notice to the Contractor at the expense of the Contractor, and his surety or sureties shall be liable therefore.

As part of the final clean-up, the Contractor shall dress up and grade the right-of-way to match existing ground surfaces, and shall remove therefrom all weeds and other growth. Where the construction has crossed yards or driveways, they shall be restored to a condition equivalent to the condition existing prior to the construction as determined by the Engineer.

No direct payment will be made to the Contractor for any clean-up work, but all compensation therefore shall be included in the prices bid in the schedule for the various items of work.

54. Notice to Owner

In the event this contract involves digging trenches or excavations that extend deeper that four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any:

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

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

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

In the event a dispute arises between Owner and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor, shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and Owner.

55. Payment of Withheld Funds

The Owner shall retain 5**%** of each payment from Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Owner, of the agreed upon work, and pay retention to the Contractor based on these acceptances. The 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 agreement work by the Owner. 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 Owner's prior written approval. Any violation of this provision shall subject the violating 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 Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance. When the work is complete, the Owner will issue a Notice of Completion to the County. The Owner will pay all retention funds to the Contractor thirty-five (35) Days after Notice of Completion has been recorded.

56. Storm Water Pollution Prevention Measures

Storm Water Pollution Prevention Measures shall be performed in accordance with the provisions in Section 13-3, "Storm Water Pollution Prevention Plan," of the Standard Specifications.

A. GENERAL

In compliance with the State and Federal regulations regarding storm water management during construction, the Contractor shall not allow any debris, waste materials or pollutants, originating from the Contractor's operations, to enter the storm drainage system, which leads to contamination of local creeks and ponding basins.

The Contractor shall properly dispose of all wastes and excess materials in a legal manner to the satisfaction of the Owner.

B. SELECTIVE BMPS FOR STORM WATER POLLUTION PREVENTION

As applicable to the project or directed by the Engineer, the Contractor shall implement any or all of the following Best Management Practices (BMPs):

1. Material Handling and Storage

a. Nonhazardous Materials

i. Designated Delivery and Storage Area

The Contractor shall propose areas in the vicinity of or within the project site or within the Contractor's staging site, which are suitable for material delivery and storage. To the maximum extent practicable, these areas shall be away from gutters, catch basins, drainage courses or creeks. The Contractor shall submit the proposed areas to and shall obtain the approval from the Engineer in writing prior to bringing in materials.

ii. Storage of Granular Materials

The Contractor shall store granular materials at least ten feet (10') away from any inlet or curb return and shall prevent the granular materials from entering the storm drain system, drainage courses or creeks. During wet weather or when rain is forecast within 24 hours, the Contractor shall cover granular materials with a tarpaulin and surround the material with sandbags or other approved heavy objects.

b. Hazardous Materials

i. Hazardous materials include, but are not limited to, petroleum products, antifreeze, paints, thinners, solvents, pesticides, herbicides and various other toxic chemicals.

ii. The Contractor shall propose, within the project site or the Contractor's staging site, an area that is suitable for hazardous material delivery and storage. To the maximum extent practicable, the area shall be away from inlets, gutters, drainage courses or creeks. The

Contractor shall submit the proposed area to and shall obtain approval from the Engineer in writing prior to bringing in hazardous materials.

iii. The Contractor shall label and store all hazardous materials and hazardous wastes in accordance with secondary containment regulations, the City of Los Banos Hazardous Materials Storage Ordinance and all applicable Merced County, State and Federal laws and regulations.

iv. The Contractor shall keep all hazardous materials or waste in containers and fully covered to avoid contamination of storm runoff.

v. The Contractor shall keep an accurate, up-to-date inventory, including Materials Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site to assist emergency response personnel in the event of a hazardous material incident.

2. Hazardous Material Usage

a. The Contractor shall follow all local, State and Federal policies, laws and regulations governing the use of hazardous materials.

b. The Contractor shall use only Category III pesticides for pest control. If Category III pesticides are unavailable, have been tried but proven ineffective, or when it is necessary to prevent a pest outbreak that poses an immediate threat to public health or significant economic loss, the City may consider allowing the use of Category II pesticides with a dose of up to LD50 (a dose that kills 50 percent of the targeted pest population in the laboratory) provided that the risk to the applicator and impact to the environment can be justified. Use of Category I pesticides is prohibited.

c. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging non-degraded pesticides into storm water system, drainage courses and creeks.

d. Mix only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate. Do not mix or load pesticides adjacent to storm drain system, drainage courses or creeks.

e. The Contractor shall not overapply herbicides, pesticides or fertilizers and shall follow the manufacturer's instructions regarding uses, protective equipment, ventilation, flammability and mixing of chemicals. Over-application of a pesticide is a "label violation" subject to an enforcement action by the Merced County Agriculture Department.

f. When rain is forecast within 24 hours or during wet weather, the Contractor shall not apply chemicals in outside areas unless otherwise allowed by the Engineer in writing.

3. Integrated Pest Management Methods

The Contractor shall employ, in place of pesticides, integrated pest management methods including:

a. No control

b. Physical or mechanical methods

c. Least toxic chemicals (insecticidal soaps and oil, etc.)

4. Vehicle and Equipment Cleaning, Maintenance and Fueling

a. Cleaning

The Contractor shall not clean or wash vehicles or equipment on- site or in the streets. If allowed by the Engineer in writing, cleaning and washing shall be performed in a designated and bermed area approved by the Engineer using water only. No soaps, solvents, degreasers, steam cleaning equipment or similar methods are permitted. The Contractor shall not allow wash water to flow into streets, gutters, storm drain system, drainage courses or creeks.

b. Maintenance and Fueling

i. The Contractor shall perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip pan that will prevent waste, leaks or spills from entering streets, gutters, storm drain system, drainage courses or creeks.

ii. The Contractor shall inspect all vehicles and equipment arriving on-site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs can be made. Shut-off valves on equipment must be working properly.

5. Spill Prevention and Control

a. If hazardous materials are used on the project, the Contractor shall keep a stockpile of spill clean-up materials, such as rags or absorbents, readily accessible on-site.

b. Above-ground storage tanks and their installations shall comply with City, State and Federal requirements.

c. The Contractor shall immediately contain and prevent spills or leaks from entering storm drain system, drainage courses or creeks and shall properly clean up and dispose of the spills or leaks. The Contractor shall not wash the spills or leaks into streets, gutters, storm drain system, drainage courses or creeks and shall not bury the spills or leaks.

d. In case of a hazardous material spillage, the Contractor shall immediately call 911 and shall handle the spilled material in accordance with the requirements of 6, “Disposal of Hazardous Waste,” below.

6. Disposal of Hazardous Waste

a. Unless the Contractor is a licensed hazardous waste handler, the Contractor shall contract with a licensed hazardous waste handler to remove and dispose of hazardous waste materials unless the waste quantities to be transported are below threshold limits for transportation as specified in the State and Federal regulations.

b. The Contractor shall arrange for regular hazardous waste collection to comply with limits for storage of hazardous waste.

c. The Contractor may dispose of dry, empty paint cans, buckets, paintbrushes, rollers, rags and drop cloths in the trash.

d. The Contractor shall dispose of hazardous waste at facilities authorized for treatment, storage and disposal of hazardous waste only.

7. Street Sweeping

At the end of each day or as directed by the Engineer, the Contractor shall sweep roadways of all debris and excess materials attributed to the Contractor’s operations.

8. Water Usage

a. The Contractor shall use the least amount of water necessary for dust control and street sweeping operations.

b. The Contractor shall not use water to flush dust and debris down the street in place of street sweeping.

9. Dumpsters and Portable Sanitary Facilities

a. If dumpsters or portable sanitary facilities are used, they shall be stationed at least ten feet (10') away from storm drain facilities.

b. The Contractor shall arrange for regular waste collection to keep dumpsters and portable sanitary facilities from overflowing and shall regularly inspect these facilities for leaks. If a leak is discovered, the Contractor shall arrange for the repair or replacement of facilities that leak. The Contractor shall not wash the dumpsters or portable sanitary facilities on-site.

10. Earthwork

The Contractor shall maximize the control of erosion and sediment by using the Best Management Practices for erosion and sedimentation control described in the California Storm Water Best Management Practice Handbook—Construction Activity or ABAG Manual of Standards for Erosion and Sediment Control Measures.

11. Dewatering

a. The Contractor shall route water through a control device, such as a sediment trap, sediment basin or Baker tank, to remove settleable solids prior to discharging the water into the storm drain system. Refer to the California Storm Water Management Practice Handbook for these sediment control measures.

b. Approval of the control device shall be obtained in advance from the Engineer.

c. Filtration of the water following the control device may be required on a case-by-case basis.

d. If the Engineer determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control device may be waived.

12. Saw Cutting

a. During saw cutting or grinding operation, use as little water as possible.

b. During saw cutting, the Contractor shall cover or barricade catch basins using filter fabric, straw bales, sandbags or fine gravel dams to keep slurry out of the storm drain system. When protecting a catch basin, the Contractor shall ensure that the entire opening of the catch basin is covered. Refer to California Storm Water Best Management Practice Handbook for these control measures.

c. The Contractor shall shovel, absorb or vacuum saw cut slurry and pick up the waste as the work progresses prior to moving to the next location, as specified elsewhere in these specifications or as directed by the Engineer.

d. If saw cut slurry enters catch basins, the Contractor shall, at the Contractor's cost, clean up the storm drain system immediately.

13. Concrete, Grout and Mortar Related Work

a. Material Handling

i. The Contractor shall avoid mixing excess amounts of fresh concrete or cement mortar on-site.

ii. The Contractor shall store concrete, grout and mortar away from storm drain facilities or drainage courses and shall ensure that these materials do not enter the storm drain system.

b. Washing of Concrete Truck and Tools

i. The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drain system, drainage courses or creeks.

ii. The Contractor shall perform washing of concrete trucks and tools off-site or in a designated area on-site where the water will flow onto dirt or into a temporary pit in a dirt area. The Contractor shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, the Contractor shall collect the wash water and dispose of it off-site.

14. Asphalt Concrete Paving

a. Project Site Management

i. When rain is forecast within 24 hours or during wet weather, the Engineer may prevent the Contractor from paving.

ii. The Engineer may direct the Contractor to protect drainage courses by using earth dike, straw wattle or sandbag to trap and filter sediment. Refer to California Storm Water Best Management Practice Handbook for these control measures.

iii. The Contractor shall place drip pans or absorbent material under paving equipment when not in use.

iv. The Contractor shall cover catch basins and manholes when paving or applying prime coat, tack coat, seal coat, fog seal or slurry seal.

v. If the paving operation includes an on-site mixing plant, the Contractor shall comply with Merced County NPDES General Industrial Activities Storm Water Permit requirements.

vi. The Contractor shall preheat, transfer or load hot bituminous material away from storm drain system, drainage courses or creeks.

b. Paving Waste Management

The Contractor shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into streets, gutters, storm drain system or creeks but shall collect the sand and dispose of it off-site. The Contractor shall not wash fresh asphalt concrete pavement.

15. Painting

a. General

i. The Contractor shall remove as much excess paint as possible from brushes, rollers and other tools before starting cleanup.

ii. The Contractor shall conduct cleaning of painting equipment and tools in a designated area approved by the Engineer.

iii. The Contractor shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drain system, drainage courses or creeks.

b. Water-Based Paint

To the maximum extent practicable, the Contractor shall dispose of wash water

from water cleaning of brushes, rollers and other tools used in water-based painting work to the sanitary sewer or direct wash water onto dirt area and spade in.

c. Oil-Based Paint

The Contractor shall dispose of waste thinner and solvent and sludge from cleaning of brushes, rollers and other tools used in oil- based painting work as hazardous waste and the Contractor shall handle the waste as described in Section 6, "Disposal of Hazardous Waste," above. To the maximum extent practicable, the Contractor shall filter paint thinner and solvents for reuse.

16. Thermoplastic

a. The Contractor shall transfer and load hot thermoplastic away from drainage systems or drainage courses or creeks.

b. The Contractor shall sweep thermoplastic grindings into plastic bags. Yellow thermoplastic grindings may require special handling as they may contain paint.

C. CONTRACTOR TRAINING AND AWARENESS

1. The Contractor shall train all employees and subcontractors on the storm water pollution prevention requirements contained in these specifications.

2. The Contractor shall inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

3. The Contractor shall post warning signs in areas treated with chemicals.

D. BMP IMPLEMENTATION

The Contractor shall be responsible throughout the duration of the construction period for installing and maintaining the applicable BMPs and for removing and legally disposing of temporary control measures. Unless otherwise directed by the Engineer or specified elsewhere in these specifications, the Contractor's responsibility for BMP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications.

Throughout the rainy season, all soil-disturbed areas of the site shall be fully protected with soil stabilization and sediment control device approved by the Engineer at the end of the same day the soil is disturbed unless fair weather is predicted the next day and the protective measures are exempt by the Engineer. The Contractor shall monitor the weather forecast on a daily basis and inform the Engineer of the forecast. The National Weather Service forecast shall be used for this purpose. If precipitation is predicted for the following day, construction schedule shall be altered as required to install appropriate BMPs or to ensure that the already installed BMPs are in good operating condition prior to the onset of rain.

E. BMP MAINTENANCE

To ensure proper implementation and effectiveness of the BMPs, the Contractor shall regularly inspect and maintain the deployed BMPs throughout the construction site. The Contractor shall identify corrective actions and the time needed to address any deficient BMPs or reinitiate any BMPs that have been discontinued. The Contractor shall keep written records of all BMP inspections, maintenance and corrective actions.

The frequency of the BMP inspection shall be as follows:

1. Prior to a forecast storm;

2. After any precipitation that causes runoff;

3. At 24-hour intervals during extended rain events; and

4. Routinely, at a minimum of once every week.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of a BMP, the deficiency shall be corrected immediately. If requested by the Contractor and approved by the Engineer in writing, the deficiency may be corrected at a later time or date but the corrective action shall not be later than the onset of the subsequent rain event. The correction of deficient BMPs shall be at no additional cost to the City.

F. RESPONSIBILITIES, CONSEQUENCES, AND REMEDIES

1. Conformance with the provisions of this section or other requirements in various other sections of these specifications shall not relieve the Contractor from the Contractor's responsibilities as provided in various relevant articles of Section 7, "Legal Relations and Responsibilities to the Public," of the Standard Specifications, and as specified herein.

2. For purposes of this section, costs and liabilities include, but are not limited to, fines, penalties and damages, whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Act.

3. If solid or liquid materials or waste, hazardous or otherwise, or pollutants originating from the Contractor's operation enter the storm drain system or water courses, the Contractor will be required to thoroughly clean up the affected storm drain facilities and water courses to the satisfaction of the Engineer. If the Contractor fails to clean up the affected facilities as required, the City will issue a stop-work order and take necessary actions to effect the cleanup of the affected facilities.

4. The Contractor shall be responsible for all costs, including fines, the City's cost of defense, the cost of cleanup by others ordered by the City, and liabilities imposed by law as a result of the Contractor's failure or negligence in complying with the requirements specified herein.

5. In accordance with the provisions of Section 7-1.05, "Indemnification," of the standard Specifications if the Contractor fails to accept or reject a tender of defense and indemnity within fifteen (15) calendar days, the City may, in addition to the remedies authorized by law, retain any sum due the Contractor until disposition has been made of all claims or suits for damages or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

G. PAYMENT

Full compensation for storm water pollution control shall be considered as included in the payment for various other items of work and no additional compensation will be made therefore.

Special Provisions

1. Requirements

It is required that there be constructed and completed in accordance with the Contract Documents for "Construction of Los Banos Dog Park" for the City of Los Banos, all work as described in these Contract Documents.

2. Description of Work

The principal components of the work to be performed under these Contract Documents include the following:

Construction of a new Dog Park, including earthwork, chain-link fencing, concrete mowstrip, concrete and asphalt pavement, irrigation system, landscaping, and other park amenities construction.

Any incidental work not described in the Contract Documents which is necessary to complete the Work shall be furnished and installed as part of this contract at no additional cost to the Owner. The work shall be complete and ready for service to the satisfaction of the Owner. The Contractor is responsible to inspect the site and observe actual working conditions prior to bidding the project.

3. Commencement, Prosecution and Completion of Work

The Contractor shall commence work and shall complete all of the work in accordance with the schedule and within the time stated in the bid. The capacity of the Contractor's construction plant, sequence of operations, method of operations, and the forces employed shall at all times during the continuance of the contract, be subject to the approval of the Engineer and shall be such as to ensure the completion of the work within the time specified.

4. Hours of Work

Construction work shall be completed between the hours of 7:00 a.m. and 9:00 p.m. Monday through Friday using normal construction practices. No work shall be performed on Saturday or Sunday. The Contractor may request to the Owner to perform construction outside of these specified hours.

5. Permits and Business Licenses

The Contractor will/will not need an Encroachment Permit from the Public Works Department prior to start of construction. The Contractor and all subcontractors working within the city limits of Los Banos shall apply for and have issued a business license from the City of Los Banos (209-827-7000) prior to commencement of work.

6. Testing

Field density tests shall be made of each compacted layer (subbase and aggregate base) as directed by the Engineer. When these tests indicate that the density of any layer of fill or portion thereof is less than the specified density, that layer shall be reworked unit the required density has been obtained.

Field density tests (compaction testing) shall be performed by a geotechnical laboratory retained by the Owner and under the supervision of a registered geotechnical engineer.

Initial compaction testing will be paid by the Owner. Retesting of areas that failed the initial testing will be paid for by the Contractor.

7. Responsibility Regarding Existing Utilities and Private Property

The existence and location of public and private utilities indicated on the drawings are not guaranteed and any additional utilities and facilities not shown on the drawings shall be investigated and protected by the

Contractor. The Contractor shall be held responsible for damage to and for maintenance and protection of existing pipelines, public utilities, drives, curbs and gutters, sidewalks, and fences. Excavation in the vicinity of existing public utility structures, underground electrical or telephone cable, oil or gas pipelines, and waterlines shall be carefully done by hand. The Contractor shall adequately protect all adjoining property and structures from damage, whether within or without of the Owner furnished rights-of-way, and shall be fully responsible for any damage to adjoining property and structures which may result from work done under this contract. The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor shall sprinkle the areas where the passage of operation of vehicles and equipment creates a dust problem, or take other preventive measures as directed by the Engineer. The Contractor shall furnish all labor, equipment, materials and means required to control dust which is in any way a result of the Contractor's operations.

The Contractor shall be responsible for all damage or injury which may result to any property, outside of the construction right-of-way or within the right-of-way where so noted, from the Contractor's operations hereunder, or otherwise, from the performance of the Agreement by said Contractor or any of his subcontractors or employees.

The Contractor shall attempt to maintain access to the residential and commercial driveways within the construction area at all times during working hours and shall provide access during non-working hours, weekends and holidays.

Payment for all work specified above shall be included in the unit or lump sum prices bid in the schedule for the various items of work.

8. Obstructions

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installation at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Failure to contact the notification center prohibits excavation. Regional notification centers include but are not limited to the following:

NOTIFICATION CENTER	TELEPHONE
Underground Service Alert Northern California (USA) www.usanorth811.org	811 or 1-800-227-2600

9. Materials Furnished By Owner

No labor, material, or other facilities shall be provided by the Owner unless otherwise indicated on the drawings or in the Contract Documents.

10. Materials Furnished By Contractor

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

11. Schedule of Values, Material List and Substitutions

Prior to the commencement of work, and within 10 days following the signing of the contract by the Owner and the Contractor, the Contractor shall submit 2 copies of a Schedule of Values for all lump sum bid items in the Bid Schedule and a *complete* list of equipment and materials to be furnished, including all substitutions proposed to the Engineer for approval. Partial or incomplete material lists will not be considered. No substitutions will be considered thereafter. Only one request for substitution will be considered on each item of material or equipment.

12. Request for Extension of Time

All extension of time requests shall be made in writing to the Engineer within seven (7) calendar days from the delay occurrence date. In the case of continuing cause of delay, only one claim is necessary.

13. Rights-of-Way

The Contractor shall not be entitled to extra compensation for hardships and increased cost caused by the work being adjacent to telephone-telegraph lines and guy wires, power lines and guy wires, buildings, fences, pipelines, ditches, roadways, and other obstacles which may physically restrict or limit the use of construction equipment. In some cases, such physical confinement may necessitate special methods of construction of the work. If the Contractor desires to utilize additional area, he shall obtain the necessary approvals from the landowner. No additional compensation shall be paid to the Contractor for the cost of obtaining additional right-of-way or for the inability to obtain such.

14. Coordination with Other Work

Other work including but not necessarily restricted to relocation of power and telephone poles, installation of a gas line and relocation of water meters may be in progress near or at the construction site at the time the Contractor is in performance of the work specified herein. The Contractor shall coordinate his work with that of others so that prosecution of all work will proceed smoothly.

15. Closure of Streets (Does not pertain to this project)

The Contractor will be allowed to temporarily close the streets being paved to vehicular traffic between the hours 7:00 a.m. and 5:00 p.m. on the day the streets are being paved. All street closure dates shall be coordinated with and approved by the Engineer for approval no later than 10 working days prior to the earliest proposed closures and detours.

16. Construction Signs, Barricades, Lights and Flagmen

The Contractor shall furnish, erect and maintain adequate barricades, lights, signs and other devices and take other protective measures to prevent damage to the public. The Contractor shall also furnish adequate warning to the public of dangerous conditions to be encountered. Where one lane of a public road is closed, the Contractor shall furnish flagmen at each end of the closed lane to control traffic in the open lane. The Contractor shall also furnish adequate warning to the public of dangerous conditions to be encountered.

Payment for traffic control and other safety measures shall be included in the Traffic Control Plan lump sum price bid in the Bid Schedule.

17. Traffic Control Plan

It is the Contractor's sole responsibility to establish and implement a Traffic Control Plan conforming to Sections 7-1.08, "Public Convenience" 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices", of the Caltrans Standard Specifications. Nothing in these Contract Documents shall be construed as relieving the Contractor from his responsibility.

The Traffic Control Plan shall be prepared, stamped and signed by a professional engineer registered in California, and three copies provided to the Engineer before the Contractor is issued a Notice to Proceed.

Payment for the preparation and implementation of the Traffic Control Plan shall be made at the applicable lump sum price bid in the Bid Schedule.

18. Disposal of Waste Materials

Waste material shall be disposed of in accordance with local regulatory requirements. Provide watertight conveyance for liquid, semi-liquid or saturated solids which tend to bleed during transport. Liquid loss from transported materials is not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at selected disposal site.

19. Noise Control

Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.

20. Water Supply

Water will be available to the Contractor in performance of the work without charge from all Owner fire hydrants. Prior to the use of any hydrant the Contractor shall notify the Owner and obtain and install a meter furnished by the Public Works Department on the fire hydrant. It will be the Contractor's responsibility to convey the water to the work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss. The Contractor shall pay a One Thousand Dollar ($1,000) deposit per meter for the use of the fire hydrant meter. The deposit may be refunded in full if the fire hydrant meter is returned undamaged.

21. Notifications

The Owner will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the Owner, of any non-compliance with State or local requirements. The Contractor shall, after receipt of such notice from the Owner or from the regulatory agency through the Owner, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance**.**

22. Work Not Listed in Proposal

It is the intent of the plans, specifications and contract documents to provide for the construction of completed and finished facilities and works of improvement unless otherwise specifically provided. Except for authorized changes in the work, payment for said complete and finished facilities and works of improvement will be made only on the basis of the contract items of work listed in the proposal. All other work, including the furnishing of plants, labor, materials, tools, equipment, and incidentals, provided for in the plans, specifications and contract documents, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be a supplementary obligation of the Contractor and payment therefore shall be considered included in the prices paid for the various contract items of work listed in the proposal.

23. Submittals

The Contractor shall submit to the Engineer, a minimum of six sets, hard copies, or one electronic copy of the following submittals for review and approval:

1. Irrigation Pipeline Appurtenances (Fittings, Controls, Sprinklers)
2. Landscape Components (Plant Species, etc.)
3. Park Amenities (Benches, Drinking Fountains, etc.)
4. Aggregate Base
5. Concrete Mix Design
6. Asphalt Concrete Mix Design

7. Thermoplastic
8. Pavement Paint
9. Reinforcing Steel

Within 10 days after the effective date of the Agreement and before starting to perform any work, the Contractor shall submit to the Engineer for review and approval:

1. A work schedule indicating the times for starting and completing the various stages of the work. No progress payment shall be made to Contractor until an acceptable schedule has been submitted to the Engineer.
2. Traffic Control Plan
3. Notice to Residents in English and Spanish
4. A Schedule of Values - a breakdown of each lump sum price to be used to determine deductive change orders, if necessary.
5. A complete list of equipment and materials to be furnished
6. City of Los Banos Business License for Contractor and all subcontractors

If more than TWO submittals for a single item are required because of incorrect or insufficient data, or the submittal is unacceptable, or because the Contractor wishes to change previously approved material, then all costs incurred by the Owner for the additional review shall be deducted from monies due the Contractor.

A revised work schedule shall be submitted within 5 days of request by the Engineer. No future progress payments shall be made to Contractor until an acceptable schedule has been submitted to Engineer.

24. Bid Item Descriptions

Bid Item No. 1 – Mobilization:

The lump sum price paid shall be considered as full compensation for mobilization and setting up of equipment, materials and personnel at the worksite, cleaning up, removing all equipment from the worksite, and payment of all bonds and/or permits needed for completion of the project. Contractor shall request payment for the Mobilization bid item based on California Public Contract Code 10264.

Bid Item No. 2 – Earthwork and Grading:

The lump sum price paid shall be considered as full compensation for excavating, cutting, filling and preparing sub-grade and doing all necessary earthwork as shown on the plans, finish grading over new pipeline routes, including but not limited to imported soil material, placement of material, compaction, finish grading, slope protection (erosion control) and all other materials, labor and equipment to complete the bid item.

Bid Item No. 3 – Erosion Control:

The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to establish erosion control measures on site, as identified by the contractor, following relevant local and State requirements and best practices.

Bid Item No. 4 – Electrical Connection to Irrigation Controller:

The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to install the new electrical connection to the new irrigation controller installed per the plans, including but not limited to, trenching, installation of electrical conduit and wire, connection to existing source, repairing sod or pavement as necessary, and all other costs as are considered essential to the installation of the electrical connection.

Bid Item No. 5 – Water Connection to Drinking Fountain:

The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to install the water pipeline, including but not limited to, dewatering, pipeline connection to existing source, clearing and grubbing, excavation, backfill, bedding material, pipe handling, compaction, testing, and all such other costs as are considered essential to the construction of the pipeline. The lump sum price paid shall include installation of all fittings and special bends which are directly on the pipeline and no additional compensation will be made.

Bid Item No. 6 – Sawcut, Demolition, Removal and Abandonment

The lump sum price paid shall be considered as full compensation for all demolition and removal of existing facilities and topography as detailed and shown on the plans, including but not limited to, saw cutting, pavement and concrete removal, pipeline removal, tree removal, disposing of all construction materials and all such other costs as are considered essential to the demolition of the existing facilities and topography.

Bid Item No. 7 – Landscape

The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to install and maintain all associated landscape items, including but not limited to, planting of shrubs and trees and described on the plans, installation of turf, and all such other costs as are considered essential to the landscaping of the project site.

Bid Item No. 8 – Irrigation

The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to install the irrigation pipelines, appurtenances, and controls, including but not limited to, dewatering, pipeline connection to existing system, clearing and grubbing, excavation, backfill, bedding material, pipe handling, compaction, testing, sprinkler installation, drip bubblers, and all such other costs as are considered essential to the construction of the irrigation system. The lump sum price paid shall include installation of all fittings and special bends which are directly on the pipeline and no additional compensation will be made.

Bid Item No. 9-11 – Cast-in-Place Concrete

The price paid per square foot (Concrete Pavement) or per linear foot (Concrete Curb and Mowstrip) shall be considered as full compensation for all materials, labor and equipment necessary as to provide all cast-in-place concrete for curbs, walks, and mowstrips as indicated in the drawings, specified herein, and as required for a complete and proper installation. Materials, installation, and construction must comply with the following building codes and standards: ICBO, ACI, ASTM, and Federal Specifications. Concrete materials and operations will be tested and inspected as the work progresses. Engineer shall have the right to request testing of any materials used in concrete construction to determine if they are of the quality specified. Surface defects and defective areas, unless otherwise specified by the contract documents, shall be repaired immediately after form removal. Upon completion all equipment, forming materials, and debris shall be removed from the site.

Bid Item No. 12 – New 6’ High Chain Link Fence

The price paid per linear foot shall be considered as full compensation for all materials, labor and equipment necessary to install a 6 foot high chain link fence at locations indicated on the plans.

Bid Item No. 13 – New 6’ High Chain Link Fence with Mowstrip

The price paid per linear foot shall be considered as full compensation for all materials, labor and equipment necessary to install a 6 foot high chain link fence with a concrete mowstrip base, as described in “Cast-in-Place Concrete” Bid Item, at locations indicated on the plans.

Bid Item No. 14 – New 4’ Chain Link Fence Man Gate

The price paid per each item shall be considered as full compensation for all materials, labor and equipment necessary to install an individual four-foot-wide, six-foot-high chain link man gate and supporting appurtenances.

Bid Item No. 15 – New 10’ Chain Link Fence with Swing Gate

The price paid per each item shall be considered as full compensation for all materials, labor and equipment necessary to install an individual ten foot wide, six-foot-high chain link swing gate and supporting appurtenances.

Bid Item No. 16 – New Parking Lot Striping and Signage

The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to install new parking lot striping and signage as per the plan, including but not limited to, installing two new handicap accessible signs per ADA standards, painting parking stall striping, painting accessible crosswalk and/or no parking cross hatching, and all such other costs as are considered essential to the construction of the project parking lot striping and signage.

Bid Item No. 17 – New ADA Ramps

The price paid per each item shall be considered as full compensation for all materials, labor and equipment necessary to construct individual handicap accessible ramps as per CBC standards, including truncated domes, where indicated on the plans and as described in “Cast-in-Place Concrete” Bid Item.

Bid Item No. 18 – New Asphalt Pavement

The price paid per square foot shall be considered as full compensation for all materials, labor and equipment necessary for furnishing and placing asphalt paving as per the plans and specifications. Pavement section shall match existing paving.

Bid Item No. 19 – Drinking Fountains

The price paid per each item shall be considered as full compensation for all materials, labor and equipment necessary to install individual drinking fountains, including but not limited to, furnishing the drinking fountains, connecting the fountain to the existing water source, securing the fountain in place, installing drainage well, and all such other costs as are considered essential to the construction of the drinking fountains.

Bid Item No. 20 – Benches

The price paid per each item shall be considered as full compensation for all materials, labor and equipment necessary to install benches, including but not limited to, furnishing the benches, securing the benches in place, and all such other costs as are considered essential to the installation of the benches.

Bid Item No. 21 – Bag Station

The price paid per each item shall be considered as full compensation for all materials, labor and equipment necessary to install bag stations as indicated on the plans, including but not limited to, furnishing the bag stations, securing the bag stations in place per manufacturer recommendations, and all such other costs as are considered essential to the installation of the bag stations.

Bid Item No. 22 – Trash Receptacle

The price paid per each item shall be considered as full compensation for all materials, labor and equipment necessary to install trash receptacles as indicated on the plans, including but not limited to, furnishing the trash receptacles, securing the trash receptacles in place per manufacturer recommendations, and all such other costs as are considered essential to the installation of the trash receptacles.

SECTION 01011
GENERAL PARAGRAPHS

PART 1 GENERAL

1.01 INSPECTION AND TESTING OF MATERIALS

A. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by City of Los Banos for required field testing.

B. Contractor shall give two working days notice for inspections and testing.

C. City of Los Banos shall pay for initial compaction testing. The contractor shall pay for all compaction retesting. The contractor shall also pay the cost incurred by the Design Engineer for inspecting repairs, inspecting and observing retesting, etc., and inspecting all other work which previously failed to conform to the contract. Engineering time at $95.00/hr. and Technician time at $82.00/hr. These costs will be deducted from monies due or to become due to the contractor, and will be determined from the Engineer's records.

D. Payment for all other testing and repair, 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.

E. 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.

F. In the event the contractor elects to work on a Saturday, Sunday, outside normal operating hours of Monday - Friday 7:30 a.m. to 5:00 p.m., or legal holiday, the contractor shall notify the City of Los Banos two working days in advance in order that inspection may be performed. Contractor shall pay the expense of providing such special inspection.

G. No work shall be done at night without the prior written approval of the City of Los Banos or the Design Engineer.

H. Two working days notice shall be given before a test is made, and no test shall be made without the presence of the City of Los Banos or its authorized representative.

1.02 SHOP DRAWING SUBMITTALS

A. Submittals shall be made for materials and equipment so the Design 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. (re-submittals shall be designated with the original submittal number followed by a “-A”, “-B”, etc.
2. Date of Submittal.
3. Contractor's Company Name.
4. Contractor's Signature (or authorized rep.).
5. Description of Submitted Item.

B. Submittals shall be made 5 working days prior to installation of the item submitted for review. A minimum of three (3) copies of the submittal shall be delivered to the Design Engineer for review.

C. Items required for submittal are listed in the individual technical specifications and on the drawings.

1.03 MATERIALS, FITTINGS, AND EQUIPMENT

A. All materials, fittings, and equipment used in the installation of the work shall be new when installed, installed in accordance with the manufacturer’s instructions and in excellent condition when the job is completed.

B. All materials which are used as from release agents, etc. must be water soluble and biodegradable. No petroleum based products will be allowed.

1.04 CONSTRUCTION STAKING

A. Construction staking shall be provided by the City.

1. Contractor shall send request for construction staking services to the Engineer at least 48 hours prior to when the stakes are needed.

1.05 WATERING

A. Watering shall conform to the provisions in Section 17, "Watering", of the Standard Specifications and as specified herein.

B. All watering and dust control as herein provided shall be considered a supplementary obligation of the contractor and no separate payment will be made therefore.

1.06 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.

1.07 DUST CONTROL

A. Dust control shall conform to the provisions in Section 10, "Dust Control", of the Standard Specifications end as specified herein.

often as is necessary to keep paved area acceptably clean wherever construction, including restoration, is incomplete.

C. All dust control as herein provided shall be considered a supplementary obligation of the contractor and no separate payment will be made therefore.

1.08 FINAL CLEANUP

A. Final cleanup shall be in accordance with subsection 4-1.02 of the Standard Specifications as well as herein described.

B. 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 City of Los Banos.

C. All final cleanup work shall be considered a supplementary obligation of the contractor and no separate payment will be made therefore.

1.09 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 City. 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 City.

1.10 CONSTRUCTION PERIOD - The time for completion shall be thirty (30) working days. There is an additional sixty (60) calendar days for establishment and maintenance of vegetation growth.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 02050
DEMOLITION/ABANDONMENT

PART 1 GENERAL

1.01 GENERAL

A. Comply with federal, state, and local hauling and disposal regulations.

B. The use of burning at the Site for the disposal of refuse and debris will not be permitted.

C. The use of explosives will not be permitted.

1.02 REFERENCES - The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

A. American National Standards Institute (ANSI): A10.6, Safety Requirements For Demolition Operations.

B. Occupational Safety and Health Administration (OSHA), U.S. Code of Federal Regulations (CFR) Title 29 Part 1926—Occupational Safety and Health Regulations for Construction.

1.03 SUBMITTALS

A. Submit proposed demolition and removal procedures to the Engineer before work is started.

B. Submit copies of any notifications, authorizations and permits required to perform the Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXISTING FACILITIES TO BE DEMOLISHED OR REMOVED

A. Contractor's safety requirements shall conform with ANSI A10.6

B. Portions scheduled for selective demolition, partial demolition, and renovation work are as shown are shown on the plans.

C. Concrete: Saw concrete along straight lines to a depth of not less than 2-inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through

the concrete. Where new concrete adjoins existing, the new work shall abut or tie into the existing construction as indicated.

D. Patching:

1. Where removals leave holes and damaged surfaces exposed in the finished work, patch and repair to match adjacent finished surfaces as to texture and finish.
2. Where new work is to be applied to existing surfaces, perform removals and patching in a manner to produce surfaces suitable for receiving new work.
3. Patching shall be as specified and indicated, and shall include:
   a. Fill holes and depressions caused by previous physical damage or left as a result of removals in existing concrete walls with an approved patching material, applied in accordance with the manufacturer's printed instructions.

3.02 PROTECTION

A. Dust and Debris Control:

1. Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area.
2. Comply with all dust regulations imposed by local air pollution agencies.
3. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.
4. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to vehicular traffic.

B. Existing Work:

1. Survey the site and examine the Drawings and Specifications to determine the extent of the work before beginning any demolition or renovation.
2. Take necessary precautions to avoid damage to existing items scheduled to remain in place, to be reused, or to remain the property of Owner; any Contractor-damaged items shall be repaired or replaced as directed by the Design Engineer.
3. Ensure that structural elements are not overloaded as a result of or during performance of the work. Responsibility for additional structural elements, or increasing the strength of existing structural elements as may be required as a result of any work performed under this Contract shall be that of the Contractor. Repairs, reinforcement, or structural replacement must have Engineer approval.
4. Do not overload pavements to remain.
5. Provide shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities.

C. Protection of Personnel:

1. During demolition, continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site.

2. Provide temporary barricades and other forms of protection to protect the City of Los Banos personnel and the general public from injury due to demolition work.

3.03 CLEANUP

A. All materials resulting from demolition work shall be removed from the project site, unless otherwise directed by the City.

B. Remove rubbish and debris from the project daily, unless otherwise directed by the City. Do not allow accumulations.

C. Debris and rubbish shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

D. Disposal of debris and rubbish shall be at a facility that complies with the Federal, State and local regulations.

E. All disposal fees shall be paid by the Contractor.

END OF SECTION

SECTION 02300
EARTHWORK

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The General Conditions and Supplementary Conditions apply to this Section.

B. Provide labor, materials, tools, and equipment to perform all site grading work as indicated and described herein.

1. Site clearing and grubbing.
2. Rough and finish grading as shown on drawings.
3. Excavation (and removal of excess material if necessary).
4. Import and placement of fill if necessary.
5. Trenching for all utilities.
6. Compaction and testing per notes on Drawings.
7. Top soil in planting areas.
8. Dust control.
9. Control of surface and ground water.
10. Removal of any existing improvements.
11. Finish grading.
12. Notify USA at 1-800-227-2600 prior to commencing work to locate utilities.

C. Contractor shall provide a water supply as required for accomplishing the work of this Section.

D. Field Work:

1. Locate existing utilities in area of work and protect those to remain. Utilities not shown on Drawings, which are encountered during

construction, should be brought to the immediate attention of the Engineer.

2. It is the responsibility of the Contractor to field locate all utilities prior to excavation.

1.02 REFERENCES:

A. ASTM - American Society for Testing Materials

B. Soils Report – None available for project.

C. SSPW-Standard Specifications for Public Works Construction (Most Current Edition)

PART 2 MATERIALS AND PRODUCTS

2.01 ENGINEERED FILL MATERIAL

A. All engineered fill shall consist of imported, primarily granular soils and be approved by Engineer.

B. Fill soil shall be free of deleterious materials. Acceptable option will be use of fill soils possessing some fines as opposed to the use of "clean" sands which might present sloughing and clean out problems in subsequent footing excavations.

C. It is the responsibility of the Contractor to calculate import or export soils quantities and provide or remove at no additional expense to the City.

PART 3 EXECUTION

3.01 PROTECTION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. No grading equipment shall be allowed to pass over unprotected existing pavement, sidewalks, curbs, etc., and if the same are damaged they shall be restored to their original condition as directed by the Engineer.

C. Use all means necessary to control dust on or near the work. Thoroughly moisten all surfaces as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other work on the site.

D. Work shall be conducted so as to avoid injury to persons and damage to property, and to this end provide adequate shoring, bracing, barriers, and signs, including lights, when necessary.

3.02 PROJECT LINES AND LEVELS:

A. The building, paved areas, and developed areas shall be located accurately, and all lines, grades, and elevations, laid out with all stakes set as necessary during the course of the work by a licensed surveyor.

B. All existing bench marks and other reference marks shall be protected and maintained during the entire course of the contract. Monuments or stakes disturbed or destroyed by anyone during the course of the contract shall be reestablished under this Section without additional expense to the City.

3.03 CLEARING AND SITE EXCAVATION

A. Strip all vegetation, debris, and upper soils containing roots, perishable materials, and organic-laden soil to the extent indicated on the Drawings. Soft zones encountered during stripping shall also be excavated. Remove all debris and loose materials and soils not approved for reuse to approved off-site locations.

B. Provide temporary grading, shaping, ramps, culverts, and other temporary work necessary for the construction.

C. Grade and shape surfaces to level or slopes indicated or required. Slope grades away from structures and for positive drainage. Provide allowance for depths of slabs, sub-base, topsoil, or other work as may be required.

D. Remove all deleterious and excess materials from the site.

3.04 PREPARTION FOR FILL

A. Loose soil material and soft spots shall be completely removed and shall be re-compacted or replaced with fill.

3.05 PLACING AND COMPACTING FILL MATERIAL

A. All fill material shall be compacted so as to bring the material to a minimum compaction of 80 percent of maximum dry density under landscaping. If higher densities are required by the Engineer’s drawings those densities take precedence over these stated requirements.

B. Fill material shall be evenly placed in horizontal layers not exceeding 8 inches in un-compacted thickness and shall be compacted with proper water content.

C. 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.

3.06 TRENCHING AND BACKFILL FOR UTILITIES

A. Preform trenching, shoring, and backfilling required for proper laying of pipes, conduit, and other utilities.

B. Cut bottom of pipe trenches to grade of pipe. Grade bottom of conduit trenches so that conduits will drain to pull boxes with a fall of not less than 3 inches per 100 feet.

C. Cover no work until installation has been approved.

3.09 DEWATERING

A. All water encountered in construction shall be disposed of by the Contractor in such manner as will not damage public or private property or create a nuisance or health menace. The Contractor shall furnish, install and operate pumps, pipes, appliances and equipment of sufficient capacity to keep excavations free from water until backfilled, unless otherwise authorized by the Engineer. The Contractor shall provide all means or facilities necessary to conduct water to the pumps. Water, if odorless and stable, may be discharged into an existing storm drain, channel or street gutter in a manner approved by the Engineer. When required by the Engineer, a means shall be provided for desilting the water before discharging it.

3.10 GRADING

A. Uniformly grade areas within limits of grading, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

B. Finish surfaces free from irregular surface changes, Grade smooth and even, free of voids, compacted to 80 percent of maximum dry density and to required elevation. Provide final grades within a tolerance of 1/4 inch when tested with a 10 foot straightedge in any direction.

3.11 REMOVAL OF EXCESS MATERIALS:

A. Excess excavated materials unsuitable for filling shall be removed from the site during the course of the work. No materials shall be dumped on public or private property without prior arrangements. No rubbish or debris shall be buried on the site.

3.12 SURFACE DRAINAGE:

A. Provide and maintain uniform grades, slopes, crowns and ditches on all excavations and fills to insure satisfactory drainage at all times during the construction period. Finish grades and surfaces shall shed water completely.

END OF SECTION

SECTION 02450
CHAIN LINK FENCE

PART 1 GENERAL

1.01 The General Conditions and Supplementary Conditions apply to this Section.

1.02 DRAWINGS: Furnish and install all fencing at heights and locations shown on drawings.

1.03 SUBMITTALS:

A. Sample of each accessory and gate hardware item.

B. Manufacturer's product data.

C. Shop drawings showing details of fence installation.

1.04 DELIVERY AND STORAGE: Deliver goods in manufacturers packaging and store so as to protect from damage and corrosion.

1.05 FIELD DATA: Obtain field measurements and information as required to correctly locate installations and to determine extent of work based on field conditions prior to submittal of bid.

1.06 INSTALLATION: Provide and install all products in compliance with Chain Link Fence Manufacturers Institute Product Guide (1993 or latest edition) (the "Guide") 202-659-3537.

PART 2 PRODUCTS

2.01 PIPING MATERIALS: Seamless steel pipe conforming to ASTM A 120-68, hot dip galvanized with 1.2 oz. zinc/s.f. surface /embed in 24" diameter x 30" min. depth concrete footing.

		4'-0" ht.	6'-0" ht.	8'-0" ht.
1)	Line Posts (diam.)	1-7/8"	2-3/8"	2-3/8"
2)	End/Corner (diam.)	2-3/8"	2-7/8"	2-7/8"
3)	Bracing/Top Rail	1-5/8"	1-5/8"	1-5/8"
4)	Gate Posts	2-3/8"	2-7/8"	2-7/8"
5)	Bottom Rail: #7 coiled spring wire (class 2 per ASTM A824)			
6)	Post Length	6'-0"	9'-0"	12'-0"

2.02 FABRIC: Copper bearing galvanized 11 ga. wire. Galvanized prior to weaving with 1.2 oz. zinc/s.f. surface. Woven in 2" x 2" 'knuckle-knuckle' selvage. Fabric to meet ASTM A 392, Class I.

2.03 HARDWARE (where required by Drawings): per standards in the "Guide" or the following minimums-

A. Fittings: 12 ga tension bands/brace bands

B. Caps: pressed steel, galvanized

C. Rail Ends: pressed steel, galvanized

D. Tension Bars: 5/8" galvanized steel

E. Bolts: Galvanized steel carriage, machine and U-bolts with flat washers and hex nuts

F. Turnbuckles: zinc plated steel

2.04 MISCELLANEOUS: provide all miscellaneous parts for a completed installation which meets the requirements of the "Guide"

PART 3 EXECUTION

3.01 PREPARATIONS: Verify property line installations. Coordinate installation with work of other trades, using templates if necessary.

3.02 INSTALLATION

A. Requirements: Installations shall be rigid, well secured, plumb, true to line and with fabric tightly stretched.

B. Post and Rails

1. Set posts plumb and true to line in concrete footings

2. Space posts as indicated, but not over 10'-0" o.c.

3. Secure horizontal rails and braces to vertical posts with fittings.

C. Braces: Use at end and corner posts, gate post, run-intervals of 100 feet and change in fence direction of 10 degrees or more. Braces shall consist of a horizontal pipe rail located at mid-height of fence, spanning one by between vertical posts, with diagonal rod truss-brace assembly with turnbuckles, all connected with pertinent fittings.

D. Fabric: Install on inner side of fences with approximately 2" clearance at bottom. Weave at vertical splices to form a continuous mesh pattern. Stretch fabric tightly with mechanical stretcher. Secure fabric to rails with 9-gauge tie wire at 24" o.c. Install bottom (tension wire) at 6" or less from bottom of fabric, using wire ties or clips.

END OF SECTION

SECTION 02513
ASPHALT CONCRETE PAVEMENT

PART 1 GENERAL

1.01 The General Conditions and Supplementary Conditions apply to the Section.

1.02 SCOPE:

A. Verification and acceptance of established grades.

B. Weed killer.

C. Asphaltic concrete - aggregate base, prime coat, asphaltic concrete surface.

D. Paving header.

E. Parking bumpers and guards.

F. Pavement markings.

1.03 RELATED WORK DESCRIBED ELSEWHERE:

A. Earthwork, grading, excavation, and backfill.

B. Cast-In-Place concrete (curbs, gutters, valley gutters).

C. Painting (striping).

1.04 APPLICABLE PUBLICATIONS

A. The following publications of the issues listed below, but referred to hereinafter by basic designation only, form a part of this specification to the extent required by the references thereto:

B. State of California, Department of Transportation, Standard Specifications, 2018.

C. American Society for Testing and Materials (ASTM):

D 1557 Test for Moisture-Density Relations of Soils Using 10-lb. Rammer and 18-inch Drop (Method D).

D 2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

D 3017 Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

D. Merced County Department of Public Works (County Standards) Improvement Standards and Specifications.

E. "The Asphalt Institute" Specification Series No. 1 (SS-1, latest edition).

1.05 STATE STANDARD SPECIFICATIONS

A. Whenever this specification is referenced, the following is understood:

1. Whenever the term "Engineer" occurs, it shall mean the Civil Engineer of this project.

2. Whenever a discrepancy occurs between the Standard Specifications and this specification, it is understood that this specification governs.

1.06 SUBMITTALS

A. General: Preparation of mix design, sampling, and testing of materials and equipment for compliance with the specifications shall be made by the Contractor. The samples shall be properly marked to show the name of the material, name of the supplier, contract number and the segment of the work where the material represented by the sample is to be used. Sampling and test methods shall be in accordance with Caltrans Standard Specifications. If material supplied from a commercial pug mill or mixing plant has been sampled and tested by an independent engineering testing laboratory during the last 6 months from the time of contract award, certified copies of tests specified herein for the material being furnished may be submitted in lieu of the specified conformance tests. Copies of weigh master's certificates or certified delivery tickets for each truckload of material shall be submitted as the material is being placed. Failure to submit the certificates during placement of the material shall result in the Contractor providing physical evidence (corings, etc.) which clearly show that the material meets the requirements of this Section.

B. Certificates: Certificates from mixing plan shall show compliance with job-mix formula and quality requirements. Submit certificate of compliance for base course, showing gradation and conformance with quality requirements.

C. Job-Mix Formula: Submit a job-mix for each type of bituminous mixture prior to starting work.

D. Tests: Base Course, asphaltic concrete aggregates, and asphalt concrete shall be sampled before such materials are required for use and tested for conformance with the quality requirements of Sections 26 and 39 of the Standard Specifications.

E. One (1) year written guarantee on soil sterilization against weed growth.

F. One (1) year written guarantee against defects in materials and workmanship on asphaltic concrete and base.

1.07 SUBGRADE

A. Requirements for sub grade are specified in other sections. Prior to construction of base course and asphaltic concrete, clean previously constructed sub grade or sub base of all foreign substances. The surfaces shall be inspected for the specified compaction and trueness to line and grade.

1.08 REQUIREMENTS

A. The aggregate base, tack coat, and bituminous course or overlay shall conform to the requirements of the Standard Specifications for Road Construction, State of California, Department of Transportation, latest edition.

PART 2 MATERIALS & PRODUCTS

2.01 AGGREGATES

A. The grading and proportioning of aggregates shall be such that the combined mineral aggregate conforms to the specified requirements.

B. Aggregates for base course shall conform to Section 26 of the Standard Specifications, Class 2 for 3/4-inch maximum size gradation.

C. Aggregates for asphaltic concrete shall conform to Section 39 of the Standard Specifications, Type B for individual test result conforming to 1/2-inch maximum size gradation, medium.

2.02 ASPHALTIC MATERIALS

A. A. Asphalt cement shall conform to Section 92 of the Standard Specifications, PG-64-10.

B. Asphaltic Emulsion, (SS-1), shall conform to Section 94 of the Standard Specifications.

2.03 TACK COAT

A. Hot asphalt tack coat, an AC-20, PG 64-22, AR-8000 or a 60-80 penetration grade of asphalt to be applied at the recommended temperature.

2.04 WEED KILLER: Poly-Bor-Chlorate, Noxweed, or Monabor-Chlorate (U.S. Borax & Chemical Company). Weed killer shall contain not less than 25% sodium chlorate. Application per manufacturer's written specification.

2.05 HEADER BOARD AND STAKES: Redwood, construction heart grade.

PART 3 EXECUTION

3.01 INSPECTION: Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

3.02 COUNTY RIGHT-OF-WAYS: Work shall conform to County Standards

3.03 BASE COURSE

A. Aggregate base shall be placed in accordance with requirements of Section 26 of the Standard Specifications and to the thickness shown. The materials shall be graded and compacted in maximum 4-inch layers to at least 95 percent of maximum density (ASTM D 1557).

B. Maintenance: The base course shall be maintained until the asphaltic pavement is in place. Maintenance shall include drainage, rolling, shaping, and water as necessary to maintain the course in proper condition. Sufficient moisture shall be maintained at the surface to prevent a dusty condition by light sprinkling with water. Areas of completed base course that are damaged by freezing shall be conditioned, reshaped and recompacted in accordance with the requirements of this specification, without additional cost to the Owner.

3.04 TACK COAT

A. Asphaltic emulsion shall be applied to the existing pavement surface, in accordance with Section 39 of the Standard Specifications to the exposed edges and surfaces of the existing pavement and concrete against which asphaltic concrete is to be placed. Existing surfaces shall be clean of dirt, grease, etc., which would prevent bond of new pavement to existing.

3.05 SAWCUTTING OF ASPHALT PAVEMENT

A. Use saw capable of cutting a minimum of 1-1/2 inches in depth. Mark cut line precisely with chalkline. Saw along line to provide a neat, uniform straight cut. Recut at Contractor's expense all edges that become broken or damaged.

3.06 ASPHALT CONCRETE

A. All materials shall be furnished by the Contractor. The bituminous concrete shall consist of mineral aggregate, uniformly mixed with bituminous material in a central plant in accordance with Section 39 of the Standard Specifications. The mixing plant and construction equipment shall conform to the requirements of Section 39.

B. Placing: Bituminous mixtures shall be delivered to the roadbed at temperatures specified in the Standard Specifications. Spreading of the mixture shall be in accordance with Section 39 of the Standard Specifications. All loads shall be covered with tarpaulin or other material during transportation, if needed, to preserve heat.

C. Compaction: Initial or breakdown rolling and the final rolling of the uppermost layer of the asphalt concrete shall be compacted in accordance with Section 39 of the Standard Specifications. Compaction by vehicular traffic shall not be permitted.

D. Joining Pavement: The joints between old and new pavements or between successive days' work shall be carefully made in such a manner as to insure a continuous bond between old and new sections of the course. Edges of existing pavement shall be exposed and cleaned and edges cut to straight, vertical surfaces. All joints shall be painted with a uniform coat of tack coat before the fresh mixture is placed.

E. Protection of Pavement: After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until it has cooled and hardened.

3.07 INSPECTION OF PLANT AND EQUIPMENT: The Engineer shall have access at all times to all parts of the batch plant for checking the adequacy of the equipment in use, inspecting the operation of the plant, verifying weight, proportions, and character of materials and checking temperatures being maintained in the preparation of the mixtures.

3.08 TESTING: Compaction density testing shall be measured in accordance with ASTM D 2922 and D 3017, and shall be taken at locations selected by the Engineer.

END OF SECTION

SECTION 03302
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 APPLICABLE PUBLICATIONS

A. The General and Supplemental Conditions apply to this Section.

B. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

National Institute of Standards and Technology (NIST) Publication:

1-07	Structural Plywood

American Concrete Institute (ACI) Publications:

211.1-91	Recommended Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete
318-14	Building Code Requirements for Reinforced Concrete
347-14	Recommended Practice for Concrete Formwork

American Society for Testing and Materials (ASTM) Publications:

C 33-13	Concrete Aggregates
C 94-15	Ready-Mixed Concrete
C 150-15	Portland Cement
C 171-07	Sheet Materials for Curing Concrete (R 1980)
D 1751-04	Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

1.02 SUBMITTALS

A. Shop Drawings: Submit shop drawings for reinforcing steel, prepared in accordance with ACI 315. Indicate bending diagrams, assembly diagrams, splicing and laps of rods, and shapes, dimensions and details of bar reinforcing and accessories. Do not use scaled dimensions from structural drawings to determine lengths of reinforcing rods.

B. Contractor Mix Design: Submit a mix design for each type of concrete, including a complete list of materials including admixtures and the applicable reference specifications, and copies of test reports showing that the mix has been successfully used to produce concrete with the properties specified.

C. Certification: Submit one copy of the delivery ticket for each load of ready-mixed concrete, showing all information required by ASTM C 94.

D. Pre-molded joint filler: Submit product data sheets showing properties and applicable specifications.

1.03 DELIVERY & STORAGE

A. Do not deliver concrete until forms, reinforcement, and embedded items are in place and ready for concrete to be placed.

B. Store reinforcement in a manner that will avoid excessive rusting or coating with grease, oil, dirt, and other objectionable materials. Store in separate piles or racks so as to avoid confusion or loss of identification after bundles are broken.

PART 2 MATERIALS & PRODUCTS

2.01 CONCRETE

A. Contractor Furnished Mix Design: Design concrete mix in accordance with ACI 211.1. Slump shall be between 2 inches and 4 inches. The concrete shall have a 28-day compressive strength of 4,000 pounds per square inch.

2.02 OTHER MATERIALS

A. Cement: ASTM C 150, Type I or II for all concrete. All cement for exposed concrete surfaces shall be of the same manufacture.

B. Water: Water, including free moisture and water in the aggregates, shall be fresh, clean, and potable.

C. Aggregates: ASTM C 33, size No. 67 except as modified herein. Obtain all aggregates for exposed concrete surfaces from one source. Aggregates shall be free from any substance which may be deleteriously reactive with the alkalies in the cement.

D. Materials for Forms: Wood, plywood, steel, or other suitable material. Wood forms, for surfaces exposed to view in the finished structure, shall be boards or plywood. Dress boards to a uniform thickness, evenly match, and provide boards free from loose knots, holes, and other defects. Plywood shall be B-B concrete form panels

conforming to PS-1. Surfaces of steel forms shall be free from irregularities, dents, and sags.

E. Reinforcement:

1. Reinforcing Bars: ASTM A 615, Grade 60. All bars shall be deformed.

F. Materials for Curing Concrete: One of these options

1. Impervious Sheeting: Waterproof paper, polyethylene sheeting, or polyethylene coated burlap conforming to ASTM C 171.

2. Liquid Membrane-forming Compound: ASTM C 309, white-pigmented, Type 2, free of paraffin or petroleum.

G. Preformed Joint Filler: ASTM D-1751, thickness as per plans.

PART 3 EXECUTION

3.01 FORMS

A. General: Provide forms for all concrete at grade or above grade. Set forms true to line and grade and maintain so as to insure completed work within the allowable tolerances specified, and make mortar-tight. Construct forms so that they can be removed without damaging the concrete. Chamfer all exposed joints, edges, and external corners of concrete 3/4 inch unless otherwise indicated.

B. Coating: Before placing the concrete, coat the contact surfaces of forms with a nonstaining mineral oil, non-staining form coating compound, or two coats of nitrocellulose lacquer. Do not use mineral oil on forms for surfaces which are to be painted.

C. Tolerances and Variations: Set and maintain concrete forms to ensure that after removal of the forms no portion of the concrete work will exceed any of the tolerances specified in ACI 347.

3.02 PLACING REINFORCEMENT AND MISCELLANEOUS MATERIALS

A. General: Provide all bars, and other reinforcing materials as indicated or specified, together with all necessary wire ties, supports, and other devices necessary to install and secure the reinforcement properly. All reinforcement, when placed, shall be free from rust, scale, oil, grease, clay, and other coating, and foreign substances that would reduce or destroy the bond. Rusting of reinforcement shall not be a basis of rejection, provided that the rusting has not reduced the effective cross sectional area of the reinforcement, and provided that loose rust shall be removed prior to placing.

Where cover over reinforcing steel is not indicated, it shall be in accordance with ACI 318.

B. Placing: Place reinforcement accurately as shown on the plans, or at the center of the slab, if not specified otherwise. Secure in place on suitable chairs, spacers, or metal hangers. On the ground, use concrete or other non-corrodible material for supporting reinforcement.

C. Splicing: Conform to ACI 318, except as otherwise indicated or specified. Where splices in addition to those indicated are necessary, they shall be approved prior to their use. Do not make splices at points of maximum stress. Bars shall be lapped at least 18 inches and the laps staggered.

D. Expansion Joints and Cleavage Joints: Make joints 3/4-inch wide except as indicated otherwise. Fill expansion joints not exposed to weather completely, and fill joints exposed to weather to a depth of one-half inch from the surface, with preformed joint material. Do not extend reinforcement or other embedded metal items bonded to the concrete through any expansion joint.

3.03 MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE

A. Measuring: Make moisture, volumetric, and air determinations at intervals specified herein under testing requirements. Allowable tolerances for measuring cement and water shall be one percent; for aggregates, two percent; and for admixtures, three percent.

B. Mixing: Machine mix all concrete. Begin mixing within 30 minutes after the cement has been added to the aggregates. Introduce all mixing water in the drum before one-fourth of the mixing time has elapsed. The time elapsing between the introduction of the mixing water to the cement and aggregates or the cement to the aggregates and the start of placing of the concrete in final position in the forms shall not exceed 60 minutes if the air temperature is less than 85 degrees Fahrenheit, and 45 minutes if the air temperature is equal or greater than 85 degrees F. On arrival at the job site, no addition of water will be allowed other than that required initially to adjust to the specified slump. Such an addition must not exceed the limits of the specified maximum water-cement ratio.

C. Conveying: Convey concrete from the mixer to the forms as rapidly as practicable and so as not to cause segregation or loss of ingredients. Deposit concrete as close as practicable to its final position in the forms. At any point in the conveying the free vertical crop of the concrete shall not exceed 3 feet. Clean conveying equipment thoroughly before each run. Do not use aluminum pipe or chutes. Place concrete as soon as practicable after the forms and the reinforcement have been inspected and approved. Remove any concrete which has segregated in conveying and dispose of as directed.

D. Placing: Do not place concrete when weather conditions prevent proper placement and consolidation. Do not place concrete in uncovered areas during periods of precipitation. Do not place concrete in water. Prepare subgrades of earth or other material properly and, if necessary, cover with heavy building paper or other suitable material to prevent the concrete from becoming contaminated. Dampen porous subgrades as required to prevent water of hydration from being absorbed into the subgrade. Clean forms of dirt, construction debris, and water. Place concrete in one continuous operation except where construction joints are provided. Place concrete in areas bounded by construction joints in one continuous operation. Remove water which accumulates on the surface of the concrete during placing by absorption with porous materials in a manner that prevents removal of cement.

E. Vibration: Compact all concrete, with the exception of concrete slabs 4 inches or less in depth, with high frequency, internal, mechanical vibrating equipment supplemented by hand spading and tamping. Consolidate concrete slabs 4 inches or less in depth by wood tampers, spading, and settling with a heavy leveling straight edge. Vibrators shall be designed to operate with vibratory element submerged in the concrete, and shall have a frequency of not less than 6,000 impulses per minute when submerged.

F. Cold Weather: Except with authorization, do not place concrete when the ambient temperature is below 40 degrees F or when the concrete is likely to be subjected to freezing temperatures within 24 hours. When so authorized, if concrete is likely to be subjected to freezing within 24 hours after placing, heat concrete materials so that the temperature of the concrete when deposited shall be between 65 and 80 degrees F. Methods of heating materials are subject to approval of the Engineer. Do not heat mixing water above 165 degrees F. Remove lumps of frozen material and ice from the aggregates before placing aggregates in the mixer. When specifically approved by the Engineer, the Contractor may add, not more than 2 pounds of Type I or not more than one pound, 10 ounces of Type II calcium chloride, ASTM D 98, per bag of cement. Dissolve the admixture in a portion of the mixing water and add to the mix at the drum in a manner that will ensure uniform distribution of the agent throughout the batch.

G. Hot Weather: Cool ingredients before mixing so as to prevent rapid drying of newly placed concrete. When the ambient temperature is more than 90 degrees F, the temperature of the concrete as placed shall not exceed 90 degrees F; shade the fresh concrete as soon as possible after placing; and start curing as soon as the surface of the fresh concrete is sufficiently hard to permit curing without damage to the concrete.

3.04 SURFACE FINISHES

A. Finishing: Exterior concrete slabs shall receive a medium broom finish.

B. Place, consolidate and immediately strike off concrete to bring the top surface of the slab to proper contour, grade, and elevation. Immediately darby or bull float the surface with wooden tools so as to correct any unevenness. Complete striking-off and darbying before bleed water appears on the surface of the freshly placed concrete. Permit the concrete to attain a set sufficient for floating and sufficient to support the weight of the finisher and equipment. If the bleed water has not disappeared by the time floating of the surface is to start, drag the excess water off using a rubber hose. Do not use dry cement to absorb bleed water.

3.06 CURING AND PROTECTION

A. General Requirements: Protect concrete adequately from injurious action by sun, rain, flowing water, mechanical injury, tire marks and oil stains, and do not allow it to dry out from the time it is placed until the expiration of the minimum curing periods specified herein. Use impervious sheeting curing, liquid chemical or liquid membrane-forming compound, except as specified otherwise herein. Do not use membrane-forming compound on surfaces where its appearance would be objectionable, on any surface to be painted, where coverings are to be bonded to the concrete, or on concrete to which other concrete is to be bonded. Begin curing immediately following the removal of forms. Maintain the temperature of the air next to the concrete at not less than 40 degrees F for the full curing periods.

B. Impervious-Sheeting Curing: Wet the entire exposed surface thoroughly with a fine spray of water and then cover with impervious sheeting. Lay sheets directly on the concrete surface and overlap 12 inches. Make sheeting not less than 18 inches wider than the concrete surface to be cured, and weight down on the edges and over the transverse laps to form closed joints. Repair or replace sheets if torn or otherwise damaged during curing. The sheeting shall remain on the concrete surface to be cured for not less than 7 days.

C. Curing Periods: Cure not less than 10 days.

D. Removal of Forms: Remove forms in a manner which will prevent damage to the concrete. Do not remove forms without approval, nor sooner than 24 hours after placement of concrete.

END OF SECTION