



CONTRACT DOCUMENTS FOR THE

2025 Open Cut Sewer Repair Project
CIP #08-21

COMMUNITY DEVELOPMENT DEPARTMENT
Engineering Division
300 First Street
Woodland, CA 95695
Phone: (530) 661-5820
Fax: (530) 661-5844
Project Sponsor Email: dang.bui@cityofwoodland.gov

**NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND
TECHNICAL SPECIFICATIONS FOR THE
2025 OPEN CUT SEWER REPAIR PROJECT
CIP #08-21**

CITY MANAGER

Ken Hiatt

MAYOR

Rich Lansburgh

MAYOR PRO TEMPORE

Tom Stallard

COUNCIL MEMBERS

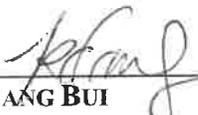
David Moreno

Mayra Vega

Tania Garcia-Cadena

Prepared by:

Reviewed by:



DANG BUI
Associate Engineer



TIM BUSCH
Principal Utilities Civil Engineer

Approved for Construction:



BRENT MEYER
CDD Director/City Engineer

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These specifications prepared under the direction of:

Tim Busch

RCE 73530



City of Woodland
2025 Open Cut Sewer Repair Project
CIP #08-21

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**PART I
INVITATION TO BIDDERS**

City of Woodland

SECTION A. NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Woodland herein referred to as “City,” at the office of the City Clerk, located on the 2nd Floor at City Hall, 300 First Street, Woodland, CA 95695, until 2:00 o’clock, p.m., on February 27, 2025, for furnishing all labor, material, tax, transportation, equipment, and services necessary for:

2025 Open Cut Sewer Repair Project, CIP #08-21

Bids will be opened and tabulated by or on behalf of the City Clerk immediately after 2:00 o’clock, p.m., on February 27, 2025. Any bids received after the time specified shall be returned unopened.

Deliver bids to:

Woodland City Hall – City Clerk’s Office
300 First Street, Woodland CA 95695

If you choose to send your Bid Proposal via an overnight or express services it must be marked on the outside:

[Sealed Bid for 2025 Open Cut Sewer Repair Project, CIP #08-21 - deliver immediately to the City Clerk’s Office]

Bid Date-Time: February 27, 2025 @ 2:00 p.m.

Questions: Submit in writing to dang.bui@cityofwoodland.gov.

A-1 DESCRIPTION OF WORK

This project shall be conducted in accordance with the plans, specifications and other contract documents, all of which may be obtained as per section A-2 of this Notice Inviting Bids. The project consists of the following:

The open cutting of streets and excavation to expose and repair multiple sanitary sewer gravity mains. The sewer gravity mains in question are within the range of 6” to 10” diameter. There are four (4) bid alternates, consisting of the same type of work.

The City’s estimated cost of the improvements for base bid only is \$100,000 to \$165,000; the cost of base bid plus all alternates is \$115,000 to \$195,000.

Notice Inviting Bids

A-2 OBTAINING CONTRACT DOCUMENTS

You may download the digital plans and specifications documents for free. Register and download copies of bid documents at www.publicpurchase.com . Please visit www.publicpurchase.com for the project documents.

Any questions regarding the project shall be submitted in writing to dang.bui@cityofwoodland.gov.

Plans and Specifications have also been sent to the following:

1. Construction Bidboard, Inc.
2. Dodge Data & Analytics
3. Sacramento Regional Builders Exchange
4. Placer County Contractors Association and Builders Exchange

The City of Woodland Standard Details and Construction Specifications of the Engineering Standards (current edition at time of bidding) may be obtained by visiting the city website at www.cityofwoodland.gov and going to the Community Development Department webpage. Bidders may also contact the project engineer to obtain an electronic copy of the Engineering Standards.

A-3 CONTRACTOR LICENSE AND REGISTRATION

The successful bidder must possess a current, valid Class A, General Engineering Contractor's License issued by the State of California.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Bidders shall provide proof of registration with the California Department of Industrial Relations (DIR) by completing the subcontractor form included in the Bid Form. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

A-4 BID GUARANTEE

All bids must be sealed and accompanied by cash, cashier's check, certified check, or Bid Bond made payable to the City in the sum of not less than ten percent (10%) of the amount of the bid. For the purposes of this Section, "the amount of the bid" includes all additive alternates but does not include deductive alternates.

Notice Inviting Bids

The cash, cashier's check, certified check or bond shall be given as a guarantee that the successful bidder will enter into a written contract within ten (10) work days after being requested to do so. The bid security will be declared forfeited if the successful bidder fails to comply within said time. Upon an award to the successful bidder, the security of bidders shall be returned in a reasonable period of time.

Bidders are hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies which the City may withhold pursuant to the terms of this Contract to ensure performance.

A-5 SUBMISSION OF BIDS

Mailed bids must be received by the City Clerk prior to the hour and date of the bid opening and shall be addressed to the City Clerk, 300 First Street, Woodland, CA 95695. Hand delivery of bids on the day of the bid opening shall be made to the City Clerk at the address set forth above.

Bids shall be made upon the form(s) provided in the contract documents. All bids shall be properly completed with all items filled out; numbers shall be in writing and figures; the signatures of all persons signing shall be in longhand. No bidder may withdraw its bid for a period of sixty (60) calendar days after the time set for the opening of bids. The City Council will act to accept or reject bids within that period of time.

A-6 LABOR CODE

Bidders are hereby notified that pursuant to section 1770 *et seq.* of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract which will be awarded to the successful bidder. Copies are on file with and available upon request from the Engineer and are also available at the following California website: <http://www.dir.ca.gov/dlsr/PWD/index.htm>. The successful bidder shall post a copy thereof at each job site. The requirement to pay these wage rates is further detailed in Part IV, Section E(2) of General Conditions. It shall be mandatory upon the bidder to whom the Contract is awarded, and upon any subcontractor under him to comply with all Labor Code provisions, which include, but are not limited to the payment of not less than the said specified rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

A-7 AWARD

The award shall be made to the lowest responsive, responsible bidder whose Bid complies with the specified requirements. The lowest bid shall be determined **on base bid alone**. However,

Notice Inviting Bids

City may choose to award the contract as the base bid alone or the base bid and any alternate or combination of alternates. The award of Contract will be made by the City Council. The Contractor shall execute the Contract within ten (10) work days after receipt of the Contract from the City.

The City reserves the right to waive any informalities or irregularities in the bids. The City reserves the right to reject any and all bids.

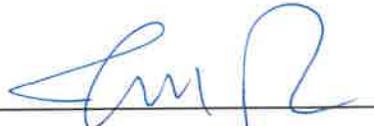
A-8 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among any bidders, none of the bids of the participants in such collusion will be considered and the City may likewise elect to reject all bids received.

A-9 BONDS

Prior to the performance of any work hereunder, the successful bidder shall be required to furnish both a payment bond in an amount equal to one hundred percent (100%) of the Contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price. All bonds are to be secured from a surety company acceptable to the City and that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law.

Authorized by the City Manager, dated February 10, 2025.



Jennifer Robinson, Deputy City Clerk

2/10/2025

Date

SECTION B. INSTRUCTIONS TO BIDDERS

B-1 INTRODUCTION

Each bid shall be made in accordance with the Notice Inviting Bids, Instruction to Bidders, Bid forms, Bonds, General Conditions, Supplemental Conditions plans and specifications and any and all other documents related to this Project (“Contract Documents”). Sets of Contract Documents may be purchased as set forth in the Notice Inviting Bids.

B-2 PLANS

Copies of plans may be obtained as indicated in the Notice Inviting Bids.

B-3 LOCAL CONDITIONS

- a) If this is a unit price contract, the quantities of work or material stated in the unit price items of the bid are given only as a basis for the comparison of bids, and the City does not represent or warrant that the actual amount of work or material will correspond therewith, but reserves the right to increase or decrease the quantity of any unit price item of the work as may be deemed necessary or expedient by the Engineer.
- b) The bidder shall examine carefully the site of the work contemplated and the Contract Documents. The submission of a Bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Contract Documents.
- c) Where the City has made investigations of surface and subsurface conditions in areas where work is to be performed under the Contract, or in other areas, or where the City possesses report(s) of such investigations, some of which may constitute possible local material sources, such investigations were made only for the purpose of study and design. Where such investigations have been made, bidders may, upon written request, inspect the records of the Engineer as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the Engineer.
- d) The records of such investigations are not a part of the Contract and are made available for inspection solely for the convenience of the bidders. It is expressly understood and agreed by bidder or Contractor that neither the City nor the Engineer assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretation set forth therein or made by the Engineer in its use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

Instructions to Bidders

- e) When a log of test borings showing a record of the data obtained by the Engineer's investigation of the subsurface conditions is included with the drawings, it is expressly understood and agreed by bidder that the log of test borings does not constitute a part of the Contract and represents only the opinion of the Engineer as to the character of the materials encountered in the test borings, is included with the plans only for the convenience of bidders and its use is subject to all of the conditions and limitations set forth in this Section. Water levels that may be shown on a log of test borings are valid only for the stated date of observation. The water level may change from season to season and from year to year.
- f) The availability or use of information described in this Section or the Supplemental Conditions is not to be construed in any way as a waiver of the provisions of this Section. The bidder is cautioned to make such an investigation and examination as it deems necessary to satisfy itself as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Technical Specifications.
- g) No information derived from such inspection of records of investigations or compilations thereof made by the Engineer, or its assistants, will in any way relieve the bidder from any risk or from properly fulfilling the terms of the Contract.
- h) Information derived from inspection of topographic maps, or from Plans showing location of utilities and structures will not in any way relieve the bidder from any risk, or from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Contract.
- i) Each bidder shall inform itself of, and the bidder awarded the Contract shall comply with, Federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects.

B-4 FORM OF BID AND SIGNATURE

- a) Bids shall be submitted only on the forms attached hereto or copies thereof and shall be enclosed in a sealed envelope and marked and addressed as hereinafter directed. The bidder shall state in figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies or machinery, and perform the work required by the plans and specifications. If the bid is made by an individual, it shall be signed by the individual and the individual's full name and address shall be given. If the bid is made by a partnership, it shall be signed with the co-partnership name by a member of the partnership, who shall also sign its own name, and the name and address of each member of such partnership shall be given. If the bid is made by

Instructions to Bidders

a corporation the name of the corporation shall be given and it shall be signed by its duly authorized officer or officers attested by the corporate seal, the name and titles of all officers of the corporation shall be given, and the address of the corporation and the state in which incorporated shall be stated.

- b) Bids will be considered only from persons licensed as required in Section E-10 of the Supplemental Conditions, and under applicable provisions of the Contractor's License Law (Business and Professions Code § 7000 *et seq.*) and rules and regulations adopted pursuant thereto; and each bidder shall insert its type of contractor's license, license number, and other requested information in the place provided in the bid. No oral, telephonic or telegraphic bid or modification of a bid will be considered.

B-5 SUBMISSION OF BIDS

All bids must be submitted not later than the time prescribed, at the place and in the manner set forth in the Notice Inviting Bids. Bids must be made on the prescribed bid forms. A complete bid requires submission of fully completed bid, bid security, and any addenda. Each bid must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the Notice Inviting Bids. The bidder is wholly responsible to see that its bid is submitted at the time and place named for the opening of bids.

Bids shall include all addenda or clarifications issued during the bidding period acknowledged by the bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification may result in the bid being rejected as not responsive.

Bids shall be opened at the time and place specified in the Notice Inviting Bids, unless changed by addendum.

B-6 PREPARATION OF THE BID

Blank spaces in the bid shall be properly completed. The language and form of the bid must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a bid will render the bid nonconforming and may cause its rejection. If erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the bid. Alternative bids will not be considered unless specifically provided for in the bid. No bid received after the time fixed, or received at any place other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and read publicly. Bidders, their representatives and other interested parties are invited to be present at the opening.

B-7 BID SECURITY

All bids shall be accompanied by Bid Security, as defined herein, made payable to the City. The Bid Security shall include cash, cashier's check made payable to the City, certified check made payable to the City, or a Bid Bond executed by an admitted surety insurer. The Bid Security must be enclosed in the same envelope with the bid. The amount of the Bid Security shall be not less than ten percent (10%) of the total amount of the bid.

Instructions to Bidders

The Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of its Power of Attorney as evidence of its authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers.

A Bid Bond will be accepted only if it is made out on either the Bid Bond form enclosed in these documents or on a form which conforms to it. All bonds are to be secured from a surety company acceptable to the City and that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law.

B-8 LIST OF SUBCONTRACTORS

The City requires the successful Bidder to perform no less than 30% of the Work on the Project utilizing its own forces (e.g., employees and volunteers). Bidders must specify the percentage of Work to be performed by subcontractors on the Project on the Designation of Subcontractors form. If the total percentage of Work to be performed by subcontractors as specified on the Designation of Subcontractors form results in the Bidder performing less than that required percentage of Work on the Project as specified above, the City may deem the Bid non-responsive and may reject the Bid.

Each bidder shall set forth in its bid on the form provided the following information in accordance with the provisions of the “Subletting and Subcontracting Fair Practices Act” set forth in Public Contract Code section 4100 *et seq.*

- a) The name, DIR registration number, contractor’s license number, and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specifically fabricates and installs a portion of the work or improvement according to the Contract Documents, in any amount in excess of one-half of one percent (0.5%) of the bidder’s total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the bidder’s total bid or ten thousand dollars (\$10,000), whichever is greater.
- b) The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion of the work as defined in the bid.

If the bidder either fails to specify a subcontractor or lists more than one subcontractor for any portion of the work to be performed under the Contract as required by this Section, the bidder agrees to perform that portion of the work itself.

B-9 INTERPRETATION OF CONTRACT DOCUMENTS

Any explanation desired by the bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing from the City Engineer ninety-six (96) hours,

Instructions to Bidders

before the time set for opening of bids. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished to all bidders who shall submit all addenda with their bids. Queries regarding the contract documents shall not be submitted within ninety-six (96) hours of the time and date set for the bid opening. Neither the Engineer nor any representative of the City is authorized to give oral explanations or interpretations of Contract Documents, and a submission of a bid constitutes agreement by the bidder that it has placed no reliance on any such oral explanation or interpretation. However, the Engineer may, upon inquiry by bidder, orally direct the bidder's attention to specific provisions of the Contract Documents which cover the subject of the inquiry. Bidders shall not contact the Design Engineer or Architect, or any specialty design consultants retained by the City. Any inquiries shall be typed and emailed to Dang Bui at dang.bui@cityofwoodland.gov.

B-10 WITHDRAWALS OF BIDS

Bids may be withdrawn without prejudice by written, facsimile or telegraphic requests received from bidder prior to the time for opening of bids. Bidders may resubmit a bid following their withdrawal of a bid. Bids so withdrawn will be returned to bidders unopened when reached in the process of opening bids. No bid may be withdrawn after the hour affixed for opening bids without rendering the accompanying Bid Security subject to retention, as in the Contract Documents herein provided.

B-11 DISCREPANCIES

In the case of discrepancy between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

B-12 SERVICING AND MAINTENANCE

Each bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work and that the organization is conveniently located for prompt service.

B-13 DISQUALIFICATION OF BIDDERS

More than one bid from an individual, firm, partnership or corporation under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership or corporation is interested in more than one bid for the work contemplated may cause the rejection of all bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the bidders, any or all bids may be rejected.

All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the Public Contract Code and may render void any contract let under such circumstances. All bidders as a part of the required bid forms to be submitted to the City, shall complete and submit the Noncollusion Affidavit as set forth in this Part II.

B-14 FILING OF BID PROTESTS

Bidders may file a "protest" of the recommended award of a contract solicited by the Notice Inviting Bids with the City. In order to be considered valid, a bidder's protest submittal must:

- Be filed within five (5) business days of bid opening date, in writing with the City Engineer.
- Clearly identify the specific accusation involved.
- Specify, in detail, the grounds of the protest and the facts supporting the protest.
- Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each and every one all of these requirements, it will be rejected as invalid and incomplete.

Upon submittal of a complete protest submittal, if the protest is valid, the City will review the basis of the protest and all relevant information. The City will deny or fully or partially concur with the protest and provide a written decision to the protestor. The protestor may then appeal the decision of the City Engineer to the City Council.

B-15 AWARD OF CONTRACT

The City reserves the right to accept or reject any and all bids for a period of sixty (60) calendar days after the date of opening, and to waive any informality or irregularity in any bid. No bid can be withdrawn during such sixty (60) calendar day period.

Before a bid is considered for award, the City may, in addition to the Experience Qualifications form set forth in Part II, Section C, require a bidder to submit a statement of facts and detail as to its business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the City may require evidence that the bidder has performed other work of comparable magnitude and type.

The award of the Contract, if it is awarded, will be to the lowest responsible responsive bidder whose bid complies with the requirements set forth herein. The lowest bid shall be determined **based on base bid alone**. However, City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates.

The issuance by the City of a notice to the successful bidder of the award of the contract (hereinafter "Notice of Award") shall be deemed the award of Contract.

B-16 CONTRACT BONDS

The successful bidder shall furnish both a Performance Bond and a Payment Bond (hereinafter collectively "Bonds") for one hundred percent (100%) of the bid amount.

Instructions to Bidders

These Bonds shall be furnished in the forms enclosed following the Contract and shall be secured from a surety company acceptable to the City and that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law. The premiums for the Bonds shall be paid by the successful bidder.

If any surety becomes unacceptable to the City, the Contractor shall promptly furnish such additional security as the City may require from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

In the event of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby. Without limiting the foregoing, the City shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the City gives the surety notice of such default at the time or before the exercise of any such right by the City, and, regardless of the terms of the Bonds, the exercise of any such right by the City shall in no manner affect the liability of the surety under the Bonds.

B-17 SUBSTITUTION OF SECURITIES FOR MONIES WITHHELD

Bidders are hereby notified that in, accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to ensure performance.

B-18 EXECUTION OF CONTRACT

The successful bidder will be notified in writing by the City of the award of the Contract within sixty (60) calendar days after opening of bids, unless the time period is extended as provided in the Notice Inviting Bids. The Contract, in triplicate, will accompany the City's Notice of Award. The successful bidder will be required to execute and return the Contract, together with the Performance and Payment Bonds, and the required policies of insurance together with the required endorsements thereto for the Contractor and the workers compensation certificate, to the City within ten (10) work days following receipt of such Notice of Award. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Security. The City will promptly determine whether such Contract, Bonds and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the work to the successful bidder. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible bidder to sign and return the Contract with acceptable Bonds and insurance as prescribed herein, the City may award the Contract to the next lowest responsible bidder, and, in the event that bidder fails to sign and return the Contract with acceptable Bonds and insurance, the City may award the Contract to the then next lowest responsible bidder, etc.

B-19 RETURN OF BID SECURITY

All Bid Security will be held until the Contract has been finally executed, after which all Bid Security, other than those which have been forfeited, will be returned to the respective bidders.

B-20 POWER OF ATTORNEY

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of its Power of Attorney as evidence of its authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

B-21 TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is of the essence of this Contract. Delays and extensions of time may be allowed in accordance with the provisions of the General Conditions. The Contractor shall commence work within ten (10) days of the Notice to Proceed, and diligently prosecute the work to completion including remediation of deficiencies within forty-five (45) days of said Notice to Proceed.

B-22 LICENSING REQUIREMENTS FOR CONTRACTORS

All bidders, including general contractor and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Notice Inviting Bids (Part I, Section A).

B-23 PREVAILING WAGES

Pursuant to section 1770 *et seq.* of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract which will be awarded to the successful bidder. Copies are on file with and available upon request from the Engineer and may also be obtained the website of the Division of Labor Statistics and Research, California Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. The successful bidder shall post a copy thereof at each job site. The requirement to pay these wage rates is further detailed in Part IV, Section E(2) of General Conditions. It shall be mandatory upon the bidder to whom the Contract is awarded, and upon any subcontractor under him to comply with all Labor Code provisions, which include, but are not limited to the payment of not less than the said specified rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

B-24 PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted

Instructions to Bidders

nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each bidder shall provide the registration number for each listed subcontractor in the space provided in the List of Subcontractors Form.

B-25 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be convened as set forth in Part IV, Section D (2)(a) of the General Conditions.

B-26 REQUEST FOR SUBSTITUTIONS

- a) For purposes of this provision the term "substitution" shall mean the substitution of any material, product, thing or service that is substantially equal or better in every respect to that so indicated or specified in the specifications.
- b) Pursuant to Public Contract Code Section 3400(b) the City may make a finding designating certain materials, products, things, or services by specific brand or trade name for the statutorily enumerated purposes. As required by Section 3400 (b) the City may have made such findings as may be further described in the Supplemental Conditions. These findings if made, as well as the materials, products, things, or services and their specific brand or trade names that must be used for the Project may be found in Section C-26 of the Supplemental Conditions, if applicable.
- c) Unless specifically designated in Section C-26 of the Supplemental Conditions, whenever in specifications any material, product, thing or service is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, product thing, or service desired and shall be deemed to be followed by words "or equal." Bidders may, unless otherwise stated, offer for substitution any material, product, thing or service which shall be substantially equal or better in every respect to that so indicated or specified. However, the City has adopted certain uniform standards for certain materials, products, things, and/or services. If any material, product, thing, or service offered for substitution by Bidders is not, in the opinion of the Engineer and the City, substantially equal or better in every respect to that specified, Bidders shall furnish the material, product, thing, or service specified. The burden of proof as to the equality of any material, product, thing, or service shall rest with the Bidders.
- d) Bidders shall submit requests together with substantiating data for substitution of any "or equal" material, product, thing, or service no later than thirty-five (35) calendar

Instructions to Bidders

days after the award of the Contract. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Contract. Furthermore, if a proposed "or equal" substitution request is rejected, a Bidder shall be responsible for including the specified material, product, thing, or service in its bid. The City shall not be responsible for any costs of Bidders associated with "or equal" substitution requests. The City has the complete and sole discretion to determine if a material, product, thing, or service is an "or equal" material, product, thing, or service that may be substituted.

- e) For purposes of subdivision (D) above, data required to substantiate requests for substitutions of an "or equal" material, product, thing, or service data shall include a signed affidavit from the Bidder stating that the substituted "or equal" material, product, thing, or service is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, product, thing, or service and substantiates that it is an "or equal" to the material product, thing, or service specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, product, thing, or service will reduce or increase the Contract Price. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, product, thing, or service. Failure to submit all the needed substantiating data, including the signed affidavit, to the Engineer in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The Engineer is not obligated to review multiple substitution submittals for the same materials, products, things, or services due to the Bidder's failure to submit a complete package initially.
- f) Time limitations in this Section must be complied with strictly and in no case will an extension of time for completion be granted because of Bidder's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (d). Further, the Bidder shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- g) In event the bidder furnishes material, product, thing, or service more expensive than that specified, the difference in cost of such material, product, thing, or service so furnished shall be borne by bidder.

B-27 CITY EMPLOYEES AND DESIGN ENGINEERS MAY NOT BID ON CONSTRUCTION CONTRACT

No employee of the City shall be eligible to submit a proposal for, nor to subcontract for any portion of, nor to supply any materials for any contract administered by the Department.

Instructions to Bidders

No engineering or architectural firm which has provided design services for a project shall be eligible to submit a proposal for the contract neither to construct the project nor to subcontract for any portion of the work. The ineligible firms include the prime contractor for design, subcontractors of portions of the design and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

PART II
BIDDING REQUIREMENTS

City of Woodland

SECTION A. **BID FORM**

Bid Opening Date: _____

Hour of Bid Opening: _____

TO: City Council
Via City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

Dear City Council Members:

Pursuant to the Notice Inviting Bids, and in compliance with the Instructions to Bidders, having reviewed the Contract documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary for the completion of the project entitled, **2025 Open Cut Sewer Repair Project, CIP #08-21** all in accordance with the specifications, plans, working details and other Contract documents, together with all Addenda issued by the City prior to the opening of the bids, if any, now on file at the office of the Engineer, located in the Community Development Department at 300 First Street, Woodland, California, for the sum indicated in the attached Bid Schedule. This sum includes all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary to complete said work, including State of California and local sales or use taxes, license or permit fees, if any.

The undersigned bidder declares that it has read the accompanying Notice Inviting Bids and Instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all Contract documents, drawings and addenda issued by the City and that it will Contract with the City to construct and complete the project in a satisfactory condition.

If awarded the contract, the undersigned expressly agrees to begin work not later than ten (10) work days after being notified in writing by the Engineer to proceed with the work on the project.

The undersigned bidder acknowledges receipt of the following addendums:

Bid Proposal Form

BID SCHEDULE

Bid Item	F/S	Description	Quantity	Units	Unit Price	Extended Price
1.		Mobilization and Bonding	1	LS	\$	\$
2.		Traffic Control	1	LS	\$	\$
3.		Erosion Control and BMPs	1	LS	\$	\$
4.		Temporary Trenching Plating	1	LS	\$	\$
5.		Dingle Lane Repair (A)	1	LS	\$	\$
6.		Dingle Lane Repair (B)	1	LS	\$	\$
7.		D St Repair	1	LS	\$	\$
8.		Woodland Ave Repair (A)	1	LS	\$	\$
9.		N Cleveland St Repair	1	LS	\$	\$
10.		Clover St Repair	1	LS	\$	\$
TOTAL BASE BID:					\$	

BID ALTERNATES						
Bid Item	Description	Quantity	Units	Unit Price	Extended Price	
Alt-1	W Southwood Dr Repair	1	LS	\$	\$	
Alt-2	Palm Ave Repair	1	LS	\$	\$	
Alt-3	Woodland Ave Repair (B)	1	LS	\$	\$	
Alt-4	Woodland Ave Repair (C)	1	LS	\$	\$	
TOTAL BID ALTERNATES:					\$	

Bid Proposal Form

Enclosed please find a (*check as appropriate*) cash deposit, cashier's check, surety bid bond, certified check, in an amount of not less than ten percent (10%) of the amount of the bid. If a bid bond was submitted, the name of the Surety is _____. If the enclosure is a check or bond, it is made payable to the City of Woodland.

The undersigned agrees that the enclosed cash deposit, cashier's check, certified check or surety bond accompanying this Bid shall be left on deposit with the City. This amount shall be forfeited should the undersigned fail to execute and deliver the above agreement and bonds within ten (10) work days of written notice of the award of the Contract to the undersigned.

As required by Public Contract Code section 4101, listed hereunder is the name, DIR registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, contractor's license number and location of place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work hereinabove described in excess of one-half of one percent (0.5%) of the total bid or \$10,000 (whichever is greater) and the portion of said work which will be done by each subcontractor, if the Contract for the said work is awarded to the undersigned. (Attach additional sheet, if necessary, and note attachment on this page.) (Public Contract Code § 4100 *et seq.*)

The City requires the Contractor to self-perform at least 30 % of the Project work. (Form on following page)

Bid Proposal Form

BIDDER'S LIST OF SUBCONTRACTORS

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

2025 Open Cut Sewer Repair Project, CIP# 08-21

Subcontractor Name and Address	Line Item & Description of Work Being Subcontracted	Subcontract Amount AND Percentage of Bid Item Subcontracted	Contractor License Number	DIR Reg Number	DBE (Yes or No)	DBE Cert Number	Annual Gross Receipts
					DBE Only Required on Federally Funded Projects		
Name: Address:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name: Address:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name: Address:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name: Address:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name: Address:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.

Bid Proposal Form

Subcontractor Name and Address	Line Item & Description of Work Being Subcontracted	Subcontract Amount AND Percentage of Bid Item Subcontracted	Contractor License Number	DIR Reg Number	DBE (Yes or No)	DBE Cert Number	Annual Gross Receipts
					DBE Only Required on Federally Funded Projects		
Name: Address:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name: Address:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name: Address:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name: Address:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name: Address:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.

Bid Proposal Form

The undersigned is licensed as set forth below in accordance with State law providing for the registration of contractors:

Contractor's License Number and Classification: _____

Contractor's License Expiration Date: _____

Contractor's DIR Registration Number: _____

Contractor's DIR Registration Date: _____

Contractor's DIR Expiration Date: _____

Bid Proposal Form

IN WITNESS WHEREOF, the undersigned has caused this Bid to be properly executed, as of the date set forth below:

DATED this _____ day of _____, 2025.

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____

Contractor's Company Name: _____

Mailing Address: _____

Email: _____

Telephone Number: _____

(NOTE TO BIDDERS: If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

Bid Proposal Form

SECTION B. BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Woodland, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2025, for 2025 Open Cut Sewer Repair Project, CIP# 08-21.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if bid is rejected or, in the alternate, the Principal is awarded the Contract, signs the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect and upon default of the Principal shall be forfeited to the City, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal shall be the amount of this obligation as herein stated, as liquidated damages.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this __ day of _____, 2025, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

_____ Title or Type of Document

- Partner(s)
 - Limited
 - General

_____ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

_____ Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above

**SECTION D. PUBLIC WORKS CONTRACTOR REGISTRATION
CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations. ¹

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

SECTION E. IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq.*) is true and correct:

- The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Work does not exceed \$1,000,000.

Signed _____

Titled _____

Firm _____

Date _____

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

SECTION F. NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The person signing this bid declares:

I am the _____
of _____, the party making the
foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ (date),
at _____ (city), _____ (state).

PART III
CONTRACT DOCUMENTS

City of Woodland

SECTION A. CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (hereinafter “Contract”) is made on the date set forth below, by and between the **City of Woodland** (hereinafter “City”) and _____ **<name, mailing address and phone>** (hereinafter “Contractor”).

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

A-1 CONTRACT DOCUMENTS

The complete Contract consists of the following documents, to wit:

1. Notice Inviting Bids
2. Instructions to Bidders
3. Bid Form
4. Construction Contract
5. Payment Bond to Accompany Contract
6. Performance Bond to Accompany Contract
7. General Conditions, Supplemental Conditions and Technical Specifications
8. Working Details and Plans
9. All Addenda and Change Orders
10. City of Woodland Standard Details and Construction Specifications of the Engineering Standards (current edition at time of bidding)
11. Caltrans Standard Specifications and Standard Plans (current edition at time of bidding).

Any and all obligations of the City and the Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. Unless incorporated herein by express reference, Sections 1 through 9, inclusive, of the Caltrans Standard Specifications are hereby expressly excluded from these contract documents and nothing set forth herein shall be deemed to incorporate Sections 1 through 9, inclusive, by implication.

A-2 THE WORK

The Contractor agrees to furnish all work, labor, tools, materials, transportation, equipment, services and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements entitled:

2025 Open Cut Sewer Repair Project, CIP #08-21

as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications.

Construction Contract

It is understood and agreed that the work, labor, tools, materials, transportation, equipment, services and other means of construction shall be furnished and the work performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this Contract the following named person: Dang Bui.

A-3 CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of _____ dollars (\$_____) subject to additions and deductions as provided in the Contract Documents. If applicable, the sum includes base bid and accepted alternate bid items numbered _____. If applicable, all other alternate bid items are rejected by City, and are not included in this Contract. (See Bid Schedule.)

A-4 TIME FOR PERFORMANCE

The Contractor shall commence work within ten (10) days of the Notice to Proceed, and diligently prosecute the work to completion including remediation of deficiencies within forty-five (45) days of said Notice to Proceed.

A-5 PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

A-6 BID SCHEDULE

<INSERT BID SCHEDULE AFTER BID OPENING>

TOTAL BID AMOUNT: _____

A-7 INSPECTION BY CITY

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

A-8 NOTICE

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

- a) If the notice is given to the City, by personal delivery thereof to the City's Director of Community Development, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Community Development, postage prepaid and certified;
- b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

A-9 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

A-10 CONTRACTOR'S WARRANTY

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly warrants such lesser quality. Contractor further warrants that the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations therefrom.

A-11 LIQUIDATED DAMAGES

Liquidated damages are as provided in Part V, Section D-8 of the General Conditions of the Contract.

A-12 APPRENTICES

- a) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- c) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

A-13 HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

A-14 PAYROLL RECORDS

Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll under penalty of perjury.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide on the following:

Construction Contract

- a) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request, of the DIR.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE

Any copy of records made available for inspection as copies and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.

In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit One Hundred Dollars (\$100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

A-15 PREVAILING WAGES

- a) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") and Federal minimum wage rate requirements ("Davis-Bacon Wages"), as applicable, which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than Two Hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c) Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

A-16 CONTRACTOR REGISTRATION AND LABOR COMPLIANCE

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

A-17 SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements

Construction Contract

of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

A-18 COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

A-19 INTERPRETATION

- a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

A-20 APPLICABLE LAW

- a) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- b) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of Yolo, State of California.
- c) Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).

A-21 AUTHORITY TO EXECUTE

Each signatory to this Contract warrants that he or she is authorized to enter into this Contract on behalf of his or her principal.

Construction Contract

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

DATED this _____ day of _____, 2025.

CONTRACTOR:

By: _____

Title: _____

CITY OF WOODLAND:

By: _____

Name, Title: Ken Hiatt, City Manager

ATTEST:

Sarah Lansburgh, City Clerk

SECTION B. PERFORMANCE BOND TO ACCOMPANY CONTRACT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Woodland (hereinafter referred to as “City”) has awarded to _____, (hereinafter referred to as the “Contractor”) an agreement for the 2025 Open Cut Sewer Repair Project, CIP#08-21 (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____ [Contractor to fill out date they sign the Contract], (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City’s rights or the Contractor or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2025).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

SECTION C. PAYMENT BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the City of Woodland (hereinafter referred to as the "City"), by action taken or a resolution passed _____, 2025 has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

2025 Open Cut Sewer Repair Project, CIP #08-21 (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ [Contractor to fill out date they sign the Contract] ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any

conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2025.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notified and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

**SECTION D. CONTRACTOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION**

TO: Brent Meyer, CDD Director/City Engineer
300 First Street
Woodland, CA 95695

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for worker'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.

CONTRACTOR:

By: _____

Title: _____

(Business Address)

PART IV
GENERAL CONDITIONS

City of Woodland

SECTION A. DEFINITIONS AND TERMS

General

Wherever the following abbreviations and terms, or pronouns in place of them, are used in these Conditions and other Contract Documents of which these Conditions are a part, the intent and meaning shall be interpreted as provided below.

A-1 ABBREVIATIONS

The following abbreviations may be used in the Contract Documents:

AA	Aluminum Association
AASHTO	American Association of State Highway/Transportation Officials
ABMA	American Boiler Manufacturer's Association
ACI	The American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
Caltrans	State of California Department of Transportation
CASQA	California Stormwater Quality Association
CCMTC	California Concrete Masonry Technical Committee
CRSI	Concrete Reinforcement Steel Institute
DFPA	Douglas Fir Plywood Association
ETL	Electrical Testing Laboratory
FS	Federal Specification

Definitions and Terms

ICBO	International Conference of Building Officials
IEEE	The Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
JICS	Joint Industry Conference Standards
MBMA	Metal Building Manufacturer's Association
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry Standards
NBFU	National Board of Fire Underwriters
NBS	National Buildings Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association
PCC	Public Contract Code of the State of California
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code
USPHS	United States Public Health Service
UL	Underwriter's Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USAS	The United States of America Standard Institute
USBR	United States Bureau of Reclamation
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
"Bureau"	United States Bureau of Reclamation
"State"	State of California

A-2 **DICTIONARY REFERENCE**

Words, clauses, and phrases used in the City's projects shall be construed according to rules of grammar and approved usage contained in Webster's Third New International Dictionary, Unabridged.

A-3 **DEFINITIONS**

The intent and meaning of the following, wherever they appear in the Contract Documents, shall be interpreted as follows:

- a) Acceptance - The formal action taken by the City Council, accepting the entire Contract which has been completed in all respects.
- b) Addenda - Any written change, clarification or supplement to documents issued for bidding, issued by the City or its Engineer prior to bid.

Definitions and Terms

- c) Bid - The offer of the bidder for the Work when made out and submitted on the prescribed bid form, properly signed and guaranteed.
- d) Bid Security - The cash, cashier's check, certified check, or bidder's bond accompanying the bid submitted by the bidder, as a guarantee that the bidder will enter into a Contract with the City for the performance of Work herein described.
- e) Bidder - Any individual, firm, partnership or corporation submitting a bid for the Work contemplated, and acting directly or through a duly authorized representative.
- f) City - the City of Woodland, also referred to as the Owner.
- g) City Council - The City Council of Woodland.
- h) Change Order - Written order issued by the Engineer to the Contractor covering changes in the Contract and establishing the bases of compensation and time adjustments for work affected by the changes.
- i) Claim - A separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by the City.
- j) Contract - The written agreement covering the performance of the Work and the furnishing of labor, materials, tools and equipment in the construction of the Work. The Contract shall include all Contract Documents and supplemental agreements amending or extending the Work contemplated which may be required to complete the Work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract and include Addenda and Contract Change Orders.
- k) Contract Documents - The Contract Documents is the collective term for all of the documents listed in Section 1 of the Contract.
- l) Contractor - The person or persons, firm, partnership or corporation or other entity who has entered into the Contract with the City to perform the Work.
- m) County - County of Yolo, California.
- n) Date of Execution of the Contract - The date on which the Contract is signed by the City's authorized representative.
- o) Datum - The figures given in the Specifications or upon the drawings after the word "Elevation" or an abbreviation of it shall mean NVGDS datum.
- p) Days - Unless otherwise specifically designated herein, the term "days" as used in the Contract Documents shall mean work or working days. Saturdays and Sundays are

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considered non-working days. The following holidays are also considered non-working days:

January 1st (New Year's Day)
3rd Monday in January (Martin Luther King Jr. Day)
3rd Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4th (Independence Day)
1st Monday in September (Labor Day)
November 11th (Veteran's Day)
Thanksgiving Day
Day after Thanksgiving
December 24th (Christmas Eve ½ Day)
December 25th (Christmas)

- q) Engineer - The City Engineer, or the person designated by the City as its Engineering representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- r) Extra Work - Work other than that required either expressly or impliedly by the Contract in its executed form.
- s) His - "His" shall include "her" and "its".
- t) Inspector - The Engineer's authorized representative assigned to make any inspection of work performed and materials furnished.
- u) Plans and Drawings - The official plans, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the Work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.
- v) Shop Drawings - Drawings prepared by the fabricator or supplier showing the layout and details of components fabricated in a shop for inclusion in the permanent facility (e.g., structural steel, reinforcing steel, railings).
- w) Site - The area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated by the Engineer.
- x) Specifications - The terms, provisions, and requirements contained herein. Where standard specifications, such as those of "ASTM", "AASHTO", etc. have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

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- y) Subcontractor - The term “subcontractor”, as employed herein, includes only those having a direct contract with the Contractor and it includes those who furnish material worked to a special design according to the plans or specifications of this work, but does not include those who merely furnish material not so worked who would be considered suppliers only.
- z) Supplemental Conditions - Additions, revisions, special directions, and requirements peculiar to a project and not otherwise set forth in General Conditions.
- aa) Time Limits - All time limits stated in the Contract Documents are of the essence of the Contract.
- bb) Work - All the work specified, indicated, shown or contemplated in the Contract to construct the improvements, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the Engineer.
- cc) Working Drawings - Drawings furnished by the Contractor showing the layout and details of temporary construction, procedures and methods of construction, and data for construction equipment which are to be employed in the construction of the permanent facility (e.g., form drawings, erection drawings, load test pile procedures, pile hammer data).
- dd) Written Notice - “Written Notice” shall be deemed to have been duly served when 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 mail to the last business address known to the party giving the notice.
- ee) Whenever in the Specifications or upon the drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or words of like import, shall mean approved or acceptable to, or satisfactory to the Engineer, unless otherwise expressly stated.
- ff) As Shown, and as Indicated - The words “as shown” and “as indicated” shall be understood to be followed by the words “on the Plans”.
- gg) As Approved - The words “as approved”, unless otherwise qualified, shall be understood to be followed by the words “by the Engineer”.

SECTION B. SCOPE OF WORK

B-1 INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is to prescribe the details for the construction and completion of the Work which the Contractor undertakes to perform in accordance with the terms of the Contract. Unless otherwise indicated in the Supplemental Conditions, Specifications or Plans, these General Conditions shall govern all work performed under contract with the City of Woodland. In any case for which no provisions are provided in the Project Specifications and Plans, then the appropriate provisions of the Caltrans Standard Specifications and Plans, latest edition, shall apply.

Where the Specifications and Plans describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the Work involved in performing the Contract in a satisfactory and workmanlike manner.

The technical provisions are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the project as a whole.

The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all.

Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Anything shown on one Drawing shall be construed to be shown in all Drawings and the Contractor will coordinate the Work and the Drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

1. The City-Contractor Contract;
2. Change Orders;
3. Addenda;
4. Supplemental Conditions;
5. General Conditions;
6. Technical Specifications;
7. Drawings or Plans;
8. City of Woodland Standard Details and Construction Specifications of the Engineering Standards (current edition at time of bidding);
9. Caltrans Standard Specifications and Plans (current edition at time of bidding).

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Detail Drawings take precedence over general Drawings. As between schedules and other information given on Drawings, the Schedules shall govern. If an item is shown on any Drawing and not specifically included in the Specifications, the Drawing shall govern. Any conflict or inconsistency between or in the drawings, and any apparent error or omission in any detail Drawing, general Drawing, or Specification shall be submitted to the Engineer for clarification as soon as the Contractor becomes aware of such conflict, inconsistency, error or omission. Contractor shall be responsible for identifying, and shall make no claim on account of, patent conflicts, inconsistencies, errors or omissions in the Contract Documents.

Unless incorporated herein by express reference, Sections 1 through 9, inclusive, of the Caltrans Standard Specifications are hereby expressly excluded from these contract documents and nothing set forth herein shall be deemed to incorporate Sections 1 through 9, inclusive, by implication.

B-2 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of 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 City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B-3 CHANGES IN THE WORK

The City may, at any time, by written order make changes in the Work as deemed necessary by the Engineer ("Change in the Work"). Such changes include, but are not limited to, changes:

- a) In the Specifications or Plans;
- b) In the sequence, method or manner of performance of the Work;
- c) In the owner-furnished facilities, equipment, materials, services or site;
- d) Directing acceleration of the Work.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Such modification will be in the form of a Contract change order which will set forth the work to be done or the method by which the change and cost adjustment, if any, will be determined, and the time of completion of the work ("Change Order").

B-4 PROCEDURES AND ALLOWABLE COSTS ON CHANGES

- a) If the Change in the Work results in an increase or decrease in the contract sum, the City shall have the right to require the performance thereof in any of the following ways, at City's sole election:

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- (i) By agreed unit prices, if unit prices are required by the City's bid form and provided with contractor's bid;
- (ii) By proposal and acceptance of an agreed upon lump sum; or
- (iii) On a time and materials basis in accordance with provisions of (d).

Until one of the above methods is agreed on, or if the work is to be paid for on a time and materials basis, the Contractor shall keep full and complete records of the cost of such work in the form and manner prescribed by the Engineer and shall permit the Engineer to have access to such records as may be necessary to assist in the determination of the compensation payable for such work.

b) Lump Sum Payment.

The City, in its sole and absolute discretion, may request a lump sum proposal by Contractor to perform the change in, or addition to, the work performed. Such lump sum proposal shall be submitted by the Contractor within five (5) days of the City's request therefore, unless a longer time is allowed by the City. Request for a lump sum proposal shall not be deemed an election to have the work performed on a lump sum basis. Costs of preparing the proposal shall not be compensable.

(i) Contents of Lump Sum Proposal.

The Contractor's proposal shall be itemized and segregated by labor, equipment, and materials for the various components of the change (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any subcontractors which will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform said changes or additional work. The Contractor's proposal shall include all costs associated with such changes or additional work

(ii) Computation of Labor Costs.

The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its subcontractors, may include reasonably projected gross wages of Site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved). These projected wages shall not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics.

Labor costs may also include the payroll costs of the site labor for whom the projected wages were calculated. Payroll costs include premium costs of overtime labor (if overtime is anticipated), social security, Federal or State unemployment insurance taxes and fringe benefits required by

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collective bargaining agreements entered into by the Contractor or any such subcontractor in connection with such labor.

Labor costs may also include Contractor's overhead and profit which shall be computed by adding to the labor costs up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs for the Contractor or any subcontractor, as applicable (such overhead and profit to include all supervision except foremen).

(iii) Computation of Equipment and Materials Costs.

The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales or use taxes and up to fifteen percent (15%) of said direct material costs as overhead and profit for the Contractor or any such subcontractor (such overhead and profit to include all small tools).

This portion of the proposal may further include the Contractor's and any of its subcontractors' reasonably anticipated equipment costs in connection with the Change in the Work (either actual rates or discounted local published rates), plus up to five percent (5%) thereof as overhead and profit for the Contractor or any such subcontractors, as applicable.

(iv) Subcontractors.

The lump sum proposal may include up to five percent (5%) of the amount which the Contractor will pay to any of its subcontractors for the Change in the Work as allowable overhead and profit to the Contractor.

(v) Contractor's Overhead and Profit.

Any markups for overhead and profit shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as Labor, Equipment, or Materials.

(vi) Failure to Submit a Lump Sum Proposal.

In the event that the Contractor fails to submit its proposal within the designated period, the Engineer may direct the Contractor to proceed with the Change or Addition to the Work and the Contractor shall so proceed. The Engineer shall unilaterally determine the reasonable costs and time to perform the work in question, which determination shall be final and binding upon the Contractor.

(vii) Failure to Agree on Lump Sum Amount.

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In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the City does not elect to have the Change in the Work performed on a time and material basis, the City shall make a unilateral determination of the reasonable cost and time to perform the Change in the Work, based upon its own estimates, the Contractor's submission or combination thereof.

In such instances, a Change Order shall be issued for the amount of costs and time determined by the City and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the City within thirty (30) calendar days of the issuance of the Change Order. The City has the right to direct the Contractor in writing to perform the Change in the Work which is the subject of the Change Order. Failure of the parties to reach agreement regarding the costs and time of performing the Change in the Work and/or any pending protest shall not relieve the Contractor from performing the Change in the Work promptly and expeditiously.

c) Payment by Unit Prices.

If any of the items included in the lump sum proposal are covered by unit prices contained in the Contract, the City may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

1. Increased or Decreased Quantities

- Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of that item of work with the City Engineer's estimate ("Engineer's Estimate") therefore.
- If the total pay quantity of any item of work required under the contract varies from the Engineer's Estimate therefore by 25 percent or less, payment will be made for the quantity of work of the item performed at the contract unit price therefore, unless eligible for adjustment pursuant to Subsection (c), "Eliminated Items."
- If the total pay quantity of any item of work required under the contract varies from the Engineer's Estimate therefore by more than 25 percent, in the absence of an executed contract change order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with Subsections (a), (b), or (Subsections (a), (b), or (c), as the case may be.

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- a. Increases of More Than 25 Percent
- Should the total pay quantity of any item of work required under the contract exceed the Engineer's Estimate therefore by more than 25 percent, the work in excess of 125 percent of the estimate and not covered by an executed contract change order specifying the compensation to be paid therefore will be paid for by adjusting the contract unit price, as hereinafter provided, or at the option of the Engineer, payment for the work involved in the excess will be made on the basis of force account as provided in Subsection (d)(1) herein.
 - The adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to the item of work include fixed costs, the fixed costs will be deemed to have been recovered by the Contractor by the payments made for 125 percent of the Engineer's Estimate of the quantity for the item, and in computing the actual unit cost, the fixed costs will be excluded. Subject to the above provisions, the actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Subsection (d)(1); or the adjustment will be as agreed to by the Contractor and the Engineer.
 - When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Engineer's Estimate is less than \$5,000 at the applicable contract unit price, the Engineer reserves the right to make no adjustment in the contract unit price if the Engineer so elects, except that an adjustment will be made if requested in writing by the Contractor.
- b. Decreases of More Than 25 Percent
- Should the total pay quantity of any item of work required under the contract be less than 75 percent of the Engineer's Estimate therefore, an adjustment in compensation pursuant to this Section will not be made unless the Contractor so requests in writing. If the Contractor so requests, the quantity of the item performed, unless covered by an executed contract change order specifying the compensation payable therefore, will be paid for by adjusting the contract unit price as hereinafter provided, or at the option of the Engineer, payment for the quantity of the work of the item performed will be made on the basis of force account as provided in Subsection (d)(1), provided however, that in no case shall the payment for that work be less than that which would be made at the contract unit price.
 - The adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item, including fixed

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costs. The actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Subsection (d)(1); or the adjustment will be as agreed to by the Contractor and the Engineer.

- The payment for the total pay quantity of the item of work will in no case exceed the payment which would be made for the performance of 75 percent of the Engineer's Estimate of the quantity for the item at the original contract unit price.

c. Eliminated Items

- Should any contract item of the work be eliminated in its entirety, in the absence of an executed contract change order covering the elimination, payment will be made to the Contractor for actual costs incurred in connection with the eliminated contract item if incurred prior to the date of notification in writing by the Engineer of the elimination.
- If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of the elimination by the Engineer, and if orders for that material cannot be canceled, the material will be paid for at the actual cost to the Contractor. In this case, the material paid for shall become the property of the City, and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for.
- The actual costs or charges to be paid by the City to the Contractor as provided in this Subsection (c) will be computed in the same manner as if the work were to be paid for on a force account basis as provided in Subsection (d), Force Account Payment.

d) Force Account Payment.

When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of that work shall be subject to the approval of the Engineer and compensation will be determined as follows:

1. Work Performed by Contractor

- The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Subsections (Subsections (d)(1)(a), "Labor," (d)(1)(b), "Materials," and (d)(1)(c)), "Equipment Rental," except where agreement has been reached to pay in conformance with the provisions in Section 9 1.03B, "Work Performed by Special Forces or Other Special Services."

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- To the total of the direct costs computed as provided in Subsections (d)(1)(a), "Labor," (d)(1)(b), "Materials," and (d)(1)(c), "Equipment Rental," there will be added a markup of **33** percent to the cost of labor, **15** percent to the cost of materials and **15** percent to the equipment rental.
 - The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections (d)(1)(a), "Labor," (d)(1)(b), "Materials," and (d)(1)(c), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefore. The markups for overhead and profit shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as Labor, Equipment, or Materials.
 - When extra work to be paid for on a force account basis is performed by a subcontractor, an additional markup of **5** percent will be added to the total cost of that extra work including all markups specified in this Section (d). The additional **5** percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.
- a. Labor
- The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor or other forces, will be the sum of the following:
 1. Actual Wages
 - The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes.
 2. Labor Surcharge
 - To the actual wages, as defined in Subsection (d)(1)(a)(1), above, will be added a labor surcharge set forth in the Caltrans publication entitled "Labor Surcharge And Equipment Rental Rates", which is in effect on the date upon which the work is accomplished and which is a part of this Contract. The labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than "actual wages" as defined above and subsistence and travel allowance as defined below.
 3. Subsistence and Travel Allowance

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- The actual subsistence and travel allowance paid to the workers.

b. Materials

The City reserves the right to furnish any materials it deems advisable, and the Contractor shall have no claims for costs and markup on those materials. Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of those materials will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

1. If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City notwithstanding the fact that the discount may not have been taken.
2. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to the purchaser, the cost of those materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer plus the actual costs, if any, incurred in the handling of the materials.
3. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of those materials shall not exceed the price paid by the purchaser for similar materials furnished from that source on contract items or the current wholesale price for those materials delivered to the jobsite, whichever price is lower.
4. If the cost of the materials is, in the opinion of the Engineer, excessive, then the cost of the material shall be deemed to be the lowest current wholesale price at which the materials were available in the quantities concerned delivered to the jobsite, less any discounts as provided in Subsection (d)(1)(b)(1).
5. If the Contractor does not furnish satisfactory evidence of the cost of the materials from the actual supplier thereof within 45 days after the date of delivery of the material or within 15 days after acceptance of the contract, whichever occurs first, the City reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials were available in the quantities concerned delivered to the location of the work, less any discounts as provided in Subsection (d)(1)(b)(1).

c. Equipment Rental

- The Contractor will be paid for the use of equipment at the rental rates listed for that equipment in the Caltrans publication entitled "Labor Surcharge And Equipment Rental Rates," which is in effect on the date upon which

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the work is accomplished and which is a part of the Contract, regardless of ownership and any rental or other agreement, if they may exist, for the use of that equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the "Labor Surcharge And Equipment Rental Rates" and which are rented from a local equipment agency, other than Contractor owned, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Subsection (d)(1)(c)(1), "Equipment on the Work." If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

- If it is deemed necessary by the Engineer to use equipment not listed in the "Labor Surcharge And Equipment Rental Rates," a suitable rental rate for that equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of the rental rate. If the rental rate established by the Engineer is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.
- The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.
- Operators of rented equipment will be paid for as provided in Subsection (d)(1)(a), "Labor" above.
- All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.
- Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
- Individual pieces of equipment or tools not listed in the Labor Surcharge and Equipment Rental Rate publication and having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- Rental time will not be allowed while equipment is inoperative due to breakdowns.

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1. Equipment on the Work

- The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return the equipment to the original location or to another location requiring no more time than that required to return the equipment to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than the extra work.
- The following shall be used in computing the rental time of equipment on the work:
 - (1) When hourly rates are listed, less than 30 minutes of operation shall be considered to be 0.5 hour of operation.
 - (2) When daily rates are listed, less than 4 hours of operation shall be considered to be 0.5 day of operation.

2. Equipment not on the Work

For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Caltrans publication entitled "Labor Surcharge And Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, or determined as provided in Subsection (d)(1)(c) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

- (1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.
- (2) The City will pay the costs of loading and unloading the equipment.
- (3) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.
- (4) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day

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that the equipment is at the site of the extra work, excluding Saturdays, Sundays and legal holidays unless the equipment is used to perform the extra work on those days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of the equipment. The rental time to be paid per day will be in accordance with the following:

Hours Equipment is in Operation	Hours to be Paid
0	4
0.5	4.25
1	4.5
1.5	4.75
2	5
2.5	5.25
3	5.5
3.5	5.75
4	6
4.5	6.25
5	6.5
5.5	6.75
6	7
6.5	7.25
7	7.5
7.5	7.75
8	8
Over 8	hours in operation

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 0.5 hour of operation.

When daily rates are listed, payment for 0.5 day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than one day.

- (5) Should the Contractor desire the return of the equipment to a location other than its original location, the City will pay

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the cost of transportation in accordance with the above provisions, provided the payment shall not exceed the cost of moving the equipment to the work.

- (6) Payment for transporting, and loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a force account basis and the Engineer determines that the extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Engineer may authorize payment for the use of the equipment at equipment rental rates in excess of those listed as applicable for the use of that equipment subject to the following additional conditions:

- (1) The Engineer shall specifically approve the necessity for the use of particular equipment on that work,
- (2) The Contractor shall establish to the satisfaction of the Engineer that the equipment cannot be obtained from the Contractor's normal equipment source or sources and those of the Contractor's subcontractors,
- (3) The Contractor shall establish to the satisfaction of the Engineer that the proposed equipment rental rate for the equipment from the proposed source is reasonable and appropriate for the expected period of use.
- (4) The Engineer shall approve the equipment source and the equipment rental rate to be paid by the State before the Contractor begins work involving the use of that equipment.

3. Owner Operated Equipment

When owner operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in conformance with the provisions in Subsection (d)(1)(c), "Equipment Rental."

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Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project or, in the absence of other workers operating similar equipment, at the rates for that labor established by collective bargaining agreements for the type of workers and location of the work, whether or not the owner operator is actually covered by an agreement. A labor surcharge will be added to the cost of labor described herein, in conformance with the provisions in Subsection (d)(1)(a)(2), "Labor Surcharge."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided in Subsection (d)(1), "Work Performed by Contractor."

4. Dump Truck Rental

Dump truck rental shall conform to the provisions in Subsections (d)(1)(c), "Equipment Rental," (d)(1)(c)(1), "Equipment on the Work," and (d)(1)(c)(2), "Equipment not on the Work," except as follows:

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing contract item work.

In the absence of contract item work requiring dump truck rental, the Engineer will establish an hourly rental rate to be paid. The Contractor shall provide the Engineer with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.

The provisions in Subsection (d)(1)(a), "Labor," shall not apply to operators of rented dump trucks.

The rental rates listed for dump trucks in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates shall not apply.

To the total of the rental costs for fully maintained and operated dump trucks, including labor, there will be added a markup of 15 percent. An additional markup of 5 percent will be added by reason of performance of the work by a subcontractor. No separate markup will be made for labor.

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The provisions in Subsection (d)(1)(a)(3), "Owner Operated Equipment," shall not apply to dump truck rentals.

2. Work Performed by Special Forces or Other Special Services

- When the Engineer and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of the Contractor's subcontractors, that service or extra work item may be performed by a specialist. Invoices for the service or item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide a complete itemization.
- In those instances, wherein, a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the jobsite, the charges for that portion of the extra work performed in the facility may, by agreement, be accepted as a specialist billing.
- To the specialist invoice price, less a credit to the City for any cash or trade discount offered or available, whether or not the discount may have been taken, will be added 15 percent in lieu of the percentages provided in Subsection (d)(1), "Work Performed by Contractor."

3. Records

- The Contractor shall maintain records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.
- From the above records, the Contractor shall furnish the Engineer completed daily extra work reports, either on forms furnished by the City or on computerized facsimiles of the City's forms acceptable to the Engineer, for each day's extra work to be paid for on a force account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor or other forces, except for charges described in Subsection (d)(2), "Work Performed by Special Forces or Other Special Services." The daily extra work reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

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- Material charges shall be substantiated by valid copies of vendor's invoices. The invoices shall be submitted with the daily extra work reports, or if not available, the invoices shall be submitted with subsequent daily extra work reports. Should the vendor's invoices not be submitted within 45 days after the date of delivery of the material or within 15 days after the acceptance of the contract, whichever occurs first, the City reserves the right to establish the cost of the materials at the lowest current wholesale prices at which those materials were available in the quantities concerned delivered to the location of work less any discounts as provided in Subsection (d)(1).
 - Daily extra work reports shall be signed by the Contractor or the Contractor's authorized representative.
 - The Engineer will compare the Engineer's records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, the reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the Department.
 - The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection or audit by representatives of the Department, during the life of the contract and for a period of not less than 3 years after the date of acceptance thereof, and the Contractor shall retain those records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of those other forces will be open to inspection and audit by representatives of the Department on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 45 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of the time when the audit is to begin.
4. Payment
- Payment as provided in Subsections (d)(1), "Work Performed by Contractor," and (d)(2), "Work Performed by Special Forces or Other Special Services," shall constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed therefore. The payment will be made in conformance with the provisions in Section G herein.

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e) Limitations on Changes.

Notwithstanding the Labor Surcharge set forth herein, the Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called “impact” costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of this section, and which the Contractor, its subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the work performed pursuant to this Section. It is understood and agreed that the Contractor’s sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the time of the Contract, but only in accordance with the provisions of the Contract Documents.

f) Deletions in the Work.

It is expressly agreed that Contractor shall not be entitled to claim damages for anticipated profits on any portion of work that may be deleted. The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted for the subsequent monthly pay estimates. The City reserves its rights under Section C-24 of these General Conditions to audit Contractor’s as-bid profit in connection with any deductive change, to arrive at a final adjustment. Contractor’s as-bid profit shall be reduced pro rata according to the proportion of the original Contract value less as-bid profit, represented by the work deleted.

g) Extra Work.

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

B-5 UNILATERAL CHANGE IN OR ADDITION TO THE WORK

Notwithstanding the above, the City, directly or through the Engineer, may direct the Contractor in writing to perform changes in or additions to the scope of the contract. The Contractor shall perform such work and the parties shall proceed pursuant to the provisions of B-4 of these General Conditions.

B-6 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25118 *et seq.* of the Health and Safety Code, that is required to be

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removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or

- b) Subsurface or latent physical conditions at the site differing from those indicated in the Contract Documents; or
- c) Unknown 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.

The Engineer shall thereupon promptly investigate the conditions. If the Engineer finds that they do involve hazardous waste, or do materially differ and cause and decrease or increase in the Contractor's cost of time of performance, it will issue a Change Order as appropriate. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. However, neither the City nor the Engineer shall be liable or responsible for additional work, costs or changes to the work due to material difference between actual conditions and any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review. In the event that a dispute arises between the City and the 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 by the Contract, but shall proceed with all work to be performed under the Contract, and the procedures applicable to claims per extra costs shall then apply.

B-7 CLAIMS FOR EXTRA COSTS

a) Notice of Potential Claim.

- (i) It is hereby mutually agreed that the Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor provides the Engineer with written notice of potential claims hereinafter specified.
- (ii) For disputes arising under and by virtue of the contract, including an act or failure to act by the Engineer, the Contractor shall provide a signed written initial notice of potential claim to the Engineer within 5 days from the date the dispute first arose. The initial notice of potential claim shall provide the nature and circumstances involved in the dispute which shall remain consistent through the dispute. The initial notice of potential claim shall be submitted on Caltrans Form CEM-6201A furnished by the City and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Contractor shall assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute. The exclusive identification number for each dispute shall be used on the following corresponding documents:

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- a. Initial notice of potential claim.
 - b. Supplemental notice of potential claim.
 - c. Full and final documentation of potential claim.
 - d. Corresponding claim included in the contractor's written statement of claims.
- (iii) The Contractor shall provide the Engineer the soonest reasonable opportunity to examine the site of work in no case, later than 5 days from the date of the initial notice of potential claim. The Contractor shall proceed with the performance of contract work unless otherwise specified or directed by the Engineer.
- (iv) Throughout the disputed work, the Contractor shall maintain records that provide a clear distinction between the incurred direct costs of disputed work and that of undisputed work. The Contractor shall allow the Engineer access to the Contractor's project records deemed necessary by the Engineer to evaluate the potential claim within 20 days of the date of the Engineer's written request.
- (v) Within 15 days of submitting the initial notice of potential claim, the Contractor shall provide a signed supplemental notice of potential claim to the Engineer that provides the following information:
- a. The complete nature and circumstances of the dispute which caused the potential claim.
 - b. The contract provisions that provide the basis of claim.
 - c. The estimated cost of the potential claim, including an itemized breakdown of individual costs and how the estimate was determined.
 - d. A time impact analysis of the project schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions where a request for adjustment of contract time is made.
- (vi) The information provided in items (a) and (b) above shall provide the contractor's complete reasoning for additional compensation or adjustments.
- (vii) The supplemental notice of potential claim shall be submitted on Caltrans Form CEM-6201B furnished by the City and shall be certified with

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reference to the California False Claims Act, Government Code Sections 12650-12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response to the Contractor within 20 days of its receipt. If the estimated cost or effect on the scheduled completion date changes, the Contractor shall update information in items (c) and (d) above as soon as the change is recognized and submit this information to the Engineer.

- (viii) Within 30 days of the completion of work related to the potential claim, the Contractor shall provide the full and final documentation of potential claim to the Engineer that provides the following information:
 - a. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute.
 - b. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim.
 - c. When additional monetary compensation is requested, the exact amount requested calculated in conformance with Section B-5(d), "Force Account Payment" including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:
 - (1) Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs.
 - (2) Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs.
 - (3) Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.

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- (4) Other categories as specified by the Contractor or the Engineer.
 - d. When an adjustment of contract time is requested, the following information shall be provided:
 - (1) The specific dates for which contract time is being requested.
 - (2) The specific reasons for entitlement to a contract time adjustment.
 - (3) The specific provisions of the contract that provide the basis for the requested contract time adjustment.
 - (4) A detailed time impact analysis of the project schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a contract time adjustment.
 - e. The identification and copies of the Contractor's documents and the substance of oral communications that support the potential claim.
- (ix) The full and final documentation of the potential claim shall be submitted on Caltrans Form CEM-6201C furnished by the City and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655.
 - (x) Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items (viii) A to E above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of potential claim will be considered that does not have the same nature and circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.
 - (xi) The Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response to the Contractor within 30 days of its receipt unless otherwise specified. The Engineer's receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand. If the full and final documentation of potential claim is

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submitted by the Contractor after acceptance of the work by the City, the Engineer need not provide a written response.

- (xii) Failure of the Contractor to conform to specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract, and is deemed as the Contractor's waiver of the potential claim.

b) Resolution of Claims by Engineer.

The Engineer will, within a reasonable time after submission of the Contractor's claim, make decisions in writing on all claims of the Contractor. All such decisions of the Engineer shall be final unless the Contractor files a written protest with the Engineer within fifteen (15) calendar days after receipt of the Engineer's decision. This protest shall clearly state the basis of the protest. Such protest will be forwarded promptly by the Engineer to the City, which will issue a decision upon each such protest, and the City's decision will be final. Pending such decision, the Contractor shall proceed with its work in accordance with the determination or instructions of the Engineer. It is hereby agreed that the Contractor's failure to protest the Engineer's determination or instructions, within ten (10) calendar days from and after the Engineer's determinations or instructions, shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.

c) Informal Resolution of Claims Preferred.

It is the intention of this Section that the differences between the parties, arising under and by virtue of the Contract, be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely filed.

d) Emergency Work.

In the event of an emergency endangering life or property, the Contractor shall act as stated in Section F-4 of these General Conditions herein, and after execution of the emergency work shall present an accounting of labor, materials and equipment in connection therewith. The procedure for any payment that may be due for emergency work will be as specified in Section B-4 of these General Conditions.

B-8 DISPUTES

Except as otherwise specifically provided in the Contract Documents, the Engineer will initially decide all claims of the Contractor and all disputes arising under and by virtue of the Contract. Such claim or dispute will be processed and decided by the Engineer as soon as practicable after its submission and the submission or availability of any additional information

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necessary to its decision. If the Contractor is dissatisfied with the Engineer's decision, the Contractor may, within fifteen (15) calendar days from the date of the Engineer's decision, protest the Engineer's decision to the City as provided in Section E-15 of these General Conditions. If the Contractor fails to follow these procedures within the fifteen (15) day period, the Engineer's decision shall be final, conclusive and binding on the Contractor.

B-9 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 accumulation of rubbish. All waste materials shall be removed daily from the Site and disposed of by the Contractor by any proper means at the Contractor's own expense unless designated otherwise on the plans.

The Contractor shall make its own arrangements for the disposal of waste materials. No waste materials shall be placed in a public street right-of-way. Unless otherwise specified, all existing piping, materials and/or equipment removed pursuant to this Contract shall become the Contractor's property.

Upon completion of the work and before the final estimate is submitted, the Contractor shall at its own cost and expense remove from the vicinity of the work all plants, buildings, rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to it or used under its direction during the construction, and in the event of its failure to do so, the same may be removed by the City after ten (10) days notice to the Contractor, such removal to be at the expense of the Contractor. Where the construction has crossed yards or driveways, they shall be restored by the Contractor to the complete satisfaction of the Engineer, at the Contractor's expense.

B-10 GUARANTEE

- a) In addition to warranties, representations and guarantees stated elsewhere in the Contract Documents, the Contractor unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to replace at its sole cost and expense, and to the satisfaction of the Engineer and the City, any and all materials which may be defective or improperly installed.
- b) The Contractor shall repair or replace to the satisfaction of the Engineer any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.
- c) In the event of failure to comply with the above stated conditions within a reasonable time, the City is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred to enforce this section.
- d) The signing of the Contract by the Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Contract, the guarantees and

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warranties shall remain in effect for a period of one (1) year after final acceptance of the work by the City pursuant to Section G-7 of these General Conditions.

SECTION C. CONTROL OF WORK

C-1 AUTHORITY OF THE ENGINEER

- a) The Engineer is the representative of the City and has full authority to interpret the Contract Documents, to conduct the construction review and inspection of the Contractor's performance, and to decide questions which arise during the course of the work, and its decisions on these matters shall be final and conclusive. The Engineer has the authority to reject all work and materials which do not conform to the Contract Documents, and has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. The Engineer's failure to stop the work shall not obligate the City to accept defective or otherwise unacceptable work or otherwise affect the Engineer's or City's authority to reject work for any reason set forth in the Contract Documents.
- b) If at any time the Contractor's work force, tools, plant or equipment appear to the Engineer to be insufficient or inappropriate to secure the required quality of work or the proper rate of progress, the Engineer may order the Contractor to increase its efficiency, to improve its character, to augment its number or to substitute other personnel, new or additional tools, plant or equipment, as the case may be, and the Contractor shall comply with such order. Neither the failure of the Engineer to demand such increase of efficiency, number, or improvement, nor the compliance by the Contractor with the demand, shall relieve the Contractor of its obligation to provide quality work at the rate of progress necessary to complete the work within the specified time.
- c) The Engineer shall have the authority to make minor changes in the work, not involving extra costs, and not inconsistent with the purposes of the work.
- d) Any order given by the Engineer, not otherwise required by the Contract Documents to be in writing shall, on request of the Contractor, be given or confirmed by the Engineer in writing.
- e) Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the Engineer.

C-2 DRAWINGS

- a) Drawings furnished herewith are for bidding purposes. The Engineer will furnish the Contractor, free of charge, additional copies of the Drawings which are reasonably necessary for the execution of the work. The Contractor shall have no claim for excusable delay on account of the failure of the Engineer to deliver such Drawings unless the Engineer shall have failed to deliver the same within two weeks after receipt of written demand therefore from the Contractor. The Contractor shall keep one copy of the Drawings, in good order, available to the Engineer and its representatives, and convenient to the working site.

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- b) If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical condition of the locality, or any errors or omissions in the Drawings, or in the layout as given by points and instructions, it shall be the Contractor's duty to inform the Engineer in writing, and the Engineer will promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk. All Drawings, Specifications, and copies thereof furnished by the Engineer are the property of the Engineer and shall not be reused on other work and, with the exception of the signed Contract sets, are to be returned to the Engineer, on request, at the completion of the work. All models are the property of the City.
- c) The Drawings shall be supplemented by such Shop Drawings prepared by the fabricator and/or supplier and Working Drawings prepared by the Contractor as are necessary to adequately construct the work. No changes shall be made by the Contractor in any Shop or Working Drawings after they have been reviewed by the Engineer, if the Engineer deems that no further submittals are necessary. Contractor shall not commence the layout, purchase, fabrication, or construction of any work for which Shop or Working Drawings are required until Engineer has reviewed the Specifications and Drawings and has indicated in writing no further submittals are required for compliance with the Contract Documents.
- d) Shop and Working Drawings for any structure shall include, but not be limited to: stress sheets, anchor bolt layouts, shop details, and erection plans, which shall be reviewed by the Engineer before any such work is performed.
- e) Contractor agrees that Shop and Working Drawings reviewed and processed by the Engineer are not Contract Change Orders; that the purpose of these Drawings submitted by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that Contractor demonstrates its understanding by indicating which equipment and material it intends to furnish and by detailing the fabrication methods it intends to use. It is expressly understood, however, that favorable review of the Contractor's shop drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreements of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of its Drawings with the Contract Documents. Contractor further agrees that if deviations, discrepancies or conflicts between Shop and/or Working Drawings and the Contract Documents are discovered either prior to or after the Shop and/or Working Drawings are reviewed by the Engineer, the Contract Documents shall control and shall be followed.
- f) Unless otherwise stated, the Engineer shall have thirty (30) days from the date of receipt of Shop and Working Drawings for review.
- g) Full compensation for furnishing all Shop and Working Drawings shall be considered as included in the prices paid for the Contract items of work to which such Drawings relate and no additional compensation will be allowed therefore. Any cost related to the Engineer's review of any particular set of Shop or Working Drawings more than

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twice, due to incompleteness or unacceptability, shall be borne by the Contractor, and the City reserves the right to withhold such costs from payments due the Contractor.

C-3 CONSTRUCTION STAKING AND SURVEYS

The Engineer will provide the Contractor with drawings showing benchmarks and reference points as it deems necessary to establish lines and grades required for the completion of the Site Work specified in the Contract Documents. The Contractor shall make or furnish all surveys and set all construction stakes necessary for the completion of the work.

The Contractor shall notify the Engineer a minimum of seven (7) days in advance of the time work is to begin on any portion of the Project that may require staking to be provided by the City. Stakes and marks, if any, set by the City and/or Engineer shall be carefully preserved by the Contractor. The Contractor shall be charged for the cost of replacing or restoring the stakes and marks which are destroyed or damaged by its operation. This charge will be deducted from any monies due or to become due to the Contractor under the Contract.

C-4 PERMITS AND REGULATIONS

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 City 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 shown on the plans and described in the Specifications. Contractor shall promptly notify the Engineer in writing of any specification at variance therewith. In such instances, any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Engineer, it shall bear all costs arising therefrom.

C-5 CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on Contract Documents. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the Contract Documents. The Engineer's decision as to any allowable deviations therefrom shall be final and conclusive.

C-6 COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS

- a) Should it appear that the work or any of the matters relative thereto are not sufficiently detailed or explained in the Specifications and Plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true

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meaning of the Specifications and Plans, a written request shall be made to the Engineer, whose decision thereon shall be final and conclusive.

- b) Any reference made in the Specifications and Plans to any specification, standard, method, or publication of any scientific or technical society or other organization shall, in the absence of a specific designation to the contrary, be understood to refer to the specification, standard, method, or publication in effect as of the date that the Work is advertised for bids.

C-7 SUBCONTRACTS

- a) The attention of the Contractor is directed to the provisions of Public Contract Code § 4100 *et seq.*, regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.
- b) Each subcontract shall contain a suitable provision for the suspension or termination thereof should the Work be suspended or terminated or should the subcontractor neglect or fail to conform to every provision of the Contract Documents insofar as such provisions are relevant. The Contractor shall be fully responsible to the City for the acts or omissions of its subcontractors and of the persons either directly or indirectly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.
- c) The City and the Engineer reserve the right to approve all subcontractors. Such approval shall be a condition to the award of the Contract and, unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of subcontractors which is submitted with its Bid will be deemed to be acceptable. Contractor shall not, without the written consent of the City, subcontract the whole of the Work.

C-8 COOPERATION OF CONTRACTORS

- a) Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- b) When two or more contractors are employed on related or adjacent work, each shall conduct its operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by its operations, and for loss caused the other due to its unnecessary delays or failure to finish the work within the time specified for completion.

C-9 SUPERINTENDENCE

- a) The Contractor shall designate in writing before starting the work an individual as authorized representative who shall have the authority to represent and act for the Contractor. This authorized representative shall be present at the Site of the Work at all times while work is actually in progress on the Contract. When the work is not in progress and during periods when the work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.
- b) The Contractor is solely responsible, at all times, for the superintendence of the work and for its safety and progress.
- c) Whenever the Contractor or its authorized representative is not present on any particular part of the work where it may be necessary to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given. No such direction shall be considered as authorization for additional time or cost to the project or otherwise change the provisions of the contract, unless the contractor so notifies the Engineer, in writing, within five (5) days of such direction. Such notification shall state the direction given, the parties involved, and changes perceived to be so authorized. The Engineer shall respond in writing, approving or disapproving the proposed changes.
- d) Any order given by the Engineer, not otherwise required by the Specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

C-10 INSPECTION OF WORK

- a) Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the Engineer. The Engineer will observe the progress and quality of the work and determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. It shall not be required to make comprehensive or continuous inspections to check the quality of the work, and it shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.
- b) Whenever the Contractor varies the period during which work is carried on each day, it shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of proper inspection the Engineer shall be subject to rejection. Proper facilities for safe access for inspection to all parts of the work shall at all times be maintained for the necessary use of the Engineer and other agents of the City, and

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agents of the Federal, State, or local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.

- c) One or more inspectors may be assigned by the Engineer to observe the work and to act in matters of construction under this Contract. It is understood that inspectors shall have the power to issue instructions, reject work, and make decisions regarding compliance with the Contract Documents, subject to review by the Engineer within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract.
- d) The Engineer and its representatives shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide safe and convenient facilities for such access and for inspection. If the Contract Documents, Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any material, equipment or work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the City, of the time fixed for inspection. Inspections by the Engineer will be made promptly and, where practicable, at the source of supply.
- e) Work performed without inspection may be required to be removed and replaced under proper inspection. In such instances, the entire cost of removal and replacing, including the cost of City furnished materials used in the work, shall be borne by the Contractor, regardless of whether or not the work exposed is found to be defective. Examination of questioned work, other than that installed without inspection, may be ordered by the Engineer and, if so ordered, the work must be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, the City will pay the cost of re-examination and replacement. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such cost unless it can show that the defect in the work was caused by another Contractor, and in that event the City will pay such costs.
- f) The inspection of the work shall not relieve the Contractor of its obligation to fulfill the Contract as herein prescribed, or in any way alter the standard of performance provided by the Contractor, and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously accepted or estimated for payment. If the work or any part thereof shall be found defective, Contractor shall, within ten (10) days, make good such defect in a manner satisfactory to the Engineer. If the Contractor shall fail or neglect to make ordered repairs of defective work or to remove the rejected materials from the work within ten (10) days after direction by the Engineer in writing, the City may make the ordered repairs, or remove the rejected materials, and deduct the cost thereof from any monies due the Contractor.
- g) The Contractor shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the Engineer for performing all inspection and tests.

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Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

- h) Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the government agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the Work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.
- i) The Engineer may inspect the production of the material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer or its authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The City assumes no obligation to inspect materials at the source of supply.

C-11 TESTS

The Contractor shall perform, at the Contractor's own expense, all tests specified by the Specifications and Plans and promptly provide test results to the Engineer. The Engineer may perform such tests as it deems necessary to determine the quality of work or compliance with Contract Documents. The Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Engineer. All tests by the Engineer will be performed in such a manner as will not unnecessarily delay the work. The Contractor shall not be required to reimburse the City for tests performed by the City or Engineer. If samples of materials are submitted which fail to pass the specified tests, or compaction or other field tests by the Contractor fail to meet specified requirements, the Contractor shall pay for all subsequent re-tests.

C-12 REMOVAL OF REJECTED AND UNAUTHORIZED WORK AND MATERIALS

- a) All work or materials which have been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed it for such removal, replacement, or remedial work.
- b) Any work done beyond the lines and grades shown on the plans or established by the Engineer or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.
- c) Upon failure of the Contractor to comply with any order of the Engineer made under this Section, the City may cause rejected or unauthorized work to be remedied, removed

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or replaced, and may deduct the costs therefore from any monies due or to become due the Contractor.

C-13 DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore, and such sum may be withheld by City from Contractor's payment.

C-14 EQUIPMENT AND PLANTS

- a) Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the Project.
- b) Plants will be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to ensure the production of sufficient material to carry the work to completion within the time limit.
- c) The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer, the Contractor shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

In the case of termination of this Contract before completion for any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City. If the Contractor fails to do so, the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

C-15 CHARACTER OF WORKER

If any subcontractor, or person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the City or appears to the City to be incompetent or to act in a disorderly or improper manner, such subcontractor or person shall be removed from the Project immediately on the request of the City, and such subcontractor or person shall not again be employed on the work. Such removal shall not be the basis for any claim for compensation or damages against the City.

C-16 SEPARATE CONTRACTS

The City reserves the right to let other contracts in connection with the work. 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 its work with the other contractor's work.

If any part of the Contractor's work depends for proper execution or results 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

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Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work, except as to defects which may develop in the other contractor's work after the execution of its work.

To ensure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

C-17 MATERIALS

- a) Unless otherwise specifically stated in the Specifications, the Contractor shall furnish all materials necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to insure completion of the work in accordance with the Contract Documents. The Contractor shall, upon request of the Engineer, furnish satisfactory evidence as to the kind and quality of materials.
- b) Where materials are to be furnished by the City, the type, size, quantity and location at which they are available will be stated in the Contract Documents.
- c) Manufacturers' warranties, guarantees, instruction sheets and parts listed, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before acceptance of the Contract.

C-18 STORAGE OF MATERIALS

Articles or materials to be incorporated in the work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the work, and to facilitate inspection.

C-19 TRADE NAMES AND ALTERNATIVES

- a) For purposes of this provision the term "substitution" shall mean the substitution of any material, product, thing or service that is substantially equal or better in every respect to that so indicated or specified in the specifications.
- b) Pursuant to Public Contract Code Section 3400(b) the City may make a finding designating certain materials, products, things, or services by specific brand or trade name for the statutorily enumerated purposes. As required by Section 3400 (b) the City may have made such findings as may be further described in the Supplemental Conditions. These findings if made, as well as the materials, products, things, or services and their specific brand or trade names that must be used for the Project may be found in Section C-26 of the Supplemental Conditions, if applicable.
- c) Unless specifically designated in Section C-26 of the Supplemental Conditions, whenever in specifications any material, product, thing or service is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, product thing, or service desired and shall be deemed to be followed by

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- words "or equal." Bidder may, unless otherwise stated, offer for substitution any material, product, thing or service which shall be substantially equal or better in every respect to that so indicated or specified. However, the City has adopted certain uniform standards for certain materials, products, things, and/or services. If any material, product, thing, or service offered for substitution by Contractor is not, in the opinion of the Engineer and the City, substantially equal or better in every respect to that specified, Contractor shall furnish the material, product, thing, or service specified. The burden of proof as to the equality of any material, product, thing, or service shall rest with the Contractor.
- d) Contractor shall submit requests together with substantiating data for substitution of any "or equal" material, product, thing, or service no later than thirty-five (35) calendar days after the award of the Contract. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Contract. Furthermore, if a proposed "or equal" substitution request is rejected, Contractor shall be responsible for including the specified material, product, thing, or service in its bid. The City shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The City has the complete and sole discretion to determine if a material, product, thing, or service is an "or equal" material, product, thing, or service that may be substituted.
- e) For purposes of subdivision (d) above, data required to substantiate requests for substitutions of an "or equal" material, product, thing, or service data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, product, thing, or service is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, product, thing, or service and substantiates that it is an "or equal" to the material product, thing, or service specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, product, thing, or service will reduce or increase the Contract Price. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, product, thing, or service. Failure to submit all the needed substantiating data, including the signed affidavit, to the Engineer in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The Engineer is not obligated to review multiple substitution submittals for the same materials, products, things, or services due to the Contractor's failure to submit a complete package initially.
- f) Time limitations in this Section must be complied with strictly and in no case will an extension of time for completion be granted because of Contractor's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision (d). Further, the Contractor shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.

- g) In event Contractor furnishes material, product, thing, or service more expensive than that specified, the difference in cost of such material, product, thing, or service so furnished shall be borne by Contractor.

C-20 CERTIFICATE OF COMPLIANCE

- a) Certificate of Compliance shall be furnished prior to the use of any materials for which the Technical Specifications require that such a certificate be furnished. In addition, when so authorized in the Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate of Compliance shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the Certificate.
- b) All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- c) The City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- d) The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

C-21 ASSIGNMENT

The Contractor shall not assign the Contract or sublet it as a whole without the prior written consent of the City.

C-22 USE OF COMPLETED PORTIONS, RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT OR FACILITIES

- a) The City may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the purpose of installing any necessary work by the City's own labor or other contractors, and for any other purpose in connection with the installation of facilities. In doing so, the City shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the City.
- b) If, prior to completion and final acceptance of all the Work, the City takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the City is in

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possession of the same, the Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the Contractor's defective work or materials, fault or negligence. Such taking of possession by the City shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor shall such taking of possession constitute a final acceptance of such structure or facility.

- c) If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by the Contractor are found, the City shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the City.

C-23 LANDS FOR WORK, RIGHT-OF-WAY CONSTRUCTION ROADS

- a) The City will provide the lands, easements, rights-of-way, and/or encroachment permits necessary or other rights to enter and work on lands necessary for the performance of the work. Other permits and licenses are addressed by Sections E-1 and C-4 of these General Conditions. Should the Contractor find it advantageous to use any additional land for any purpose whatever, the Contractor shall provide for the use of such land at its expense. The Engineer shall be furnished with a copy of written agreements or otherwise be notified in writing of additional working space which is acquired. Nothing herein contained and nothing marked on the plans shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the City. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work, and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner, and the decision of the Engineer shall be final and binding. When the territory of one contract is the necessary or convenient means of access for the performance of another contract, such privilege of access or any other reasonable privilege may be granted by the Engineer to the contractor so desiring, to the extent, amount, in the manner, and at the time permitted. No such decision as to the method or time of conducting the work or the use of territory shall be the basis of any claim for delay or damage.
- b) Lands, easements or rights-of-way to be furnished by the City for construction operations will be specifically shown on the Plans.
- c) The Contractor shall construct and maintain all roads necessary to reach the various parts of the work and for the transportation thereto of construction material and personnel. The cost of constructing and maintaining such roads shall be borne by the Contractor.

C-24 CITY'S RIGHT TO AUDIT AND PRESERVATION OF RECORDS

- a) The Contractor shall maintain books, records and accounts of all costs in accordance with generally accepted accounting principles and practices. The City shall have the right to audit the books, records and accounts of the Contractor under any of the following conditions.
- (i) The Contract is terminated for any reason in accordance with the provisions of the Contract Documents in order to arrive at equitable termination costs;
 - (ii) In the event of a disagreement between the Contractor and the City over the amount due the Contractor under the terms of the Contract;
 - (iii) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with extras, changes, claims, additions, back charges, or others, as may be provided for in this contract;
 - (iv) If it becomes necessary to determine the City's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the City;
 - (v) To determine any difference in cost occasioned by a permissible substitution; and/or
 - (vi) For any other reason in the City's sole judgment.
- b) Contractor shall provide the City unlimited, reasonable access during working hours to the Contractor's books and records. The City's audit rights shall be liberally construed in the City's favor.
- c) The Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the City for a period of four (4) years thereafter, at all reasonable times at the office of the Contractor (but without any charge to the City), all its books, records, documents, photographs, micro-photographs, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work hereunder.
- d) The City will make all payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the City's option, either during the Contract time period or during the record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the City and are part of the City's control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver or agreement by the City that it accepts as correct the billings, invoices or other charges on which the payments are based. If the City's audit produces a claim against the

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Contractor, the City may pursue all its legal remedies even though it has made all or part of the payments required by this Contract.

- e) If any audit by the City or its representative discloses an underpayment by the City pursuant to the terms of the Contract Documents, the City shall have the duty to pay any amount found by the audit to be owed to the Contractor. If such audit discloses an overpayment, the Contractor shall have the obligation to reimburse the City for the amount of the overpayment. The City's right to claim reimbursement from the Contractor of any overpayment shall not be terminated or waived until three years after the completion of the City's audit or upon the termination of audit rights under Subsection (f) of this Section, whichever date is later. The obligation of the Contractor to make reimbursements hereunder shall not terminate except as provided by law.

- f) The City's right to audit and the preservation of records shall terminate at the end of four (4) years after the date final payment is made or termination of the Contract or four (4) years after completion of an audit, if any, whichever is longer. The Contractor shall include this "Right to Audit and Preservation of Records" clause in all subcontracts issued by it and it shall require the same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to ensure the City's rights hereunder, Contractor shall be liable to the City for all costs, expenses and attorney's fees which the City may have to incur obtaining or attempting to obtain an audit or inspection of or the restoration of records which otherwise would have been available to the City from said persons under this clause. Such audit may be conducted by the City or its authorized representative.

SECTION D. PROGRESS AND COMPLETION OF WORK

D-1 PROGRESS SCHEDULE

The Contractor shall submit within ten (10) days after execution of the Contract a detailed work schedule or schedules that detail the actions of the Contractor and subcontractors working at the Site. This schedule(s) shall also show the dates at which the Contractor will start and complete the several parts and shall conform to the completion time specified in the Contract.

The Contractor shall review and, if necessary, revise the progress schedule at least once a month. In any event, the Contractor shall submit a current schedule to the Engineer at the Engineer's request at any time during the Contract period.

No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the Contractor if the project falls ten (10) working days behind schedule.

If the work falls behind the accepted schedule, the Contractor shall promptly take whatever actions are necessary to put the project back on schedule. For delays or portions of delays for which the Contractor is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the project on schedule.

D-2 COMMENCEMENT AND PROGRESS OF THE WORK AND TIME OF COMPLETION

a) Commencement.

- (i) The Contractor shall begin work within the period of time set forth in the Contract. Engineer shall have the right to specify the locations where Contractor shall start and proceed with the work.
- (ii) A pre-construction conference will be convened after the Contractor has executed all of the Contract documents. The Engineer will issue the Notice to Proceed at the pre-construction conference or soon thereafter. The Notice to Proceed will establish the start of work for working time. At the pre-construction conference, the Contractor shall provide the Engineer with a list of key personnel assigned to the project and the telephone numbers where they may be reached at any time.
- (iii) Notwithstanding any other provisions of the Contract, the City shall not be obligated to accept or pay for any work furnished by the Contractor prior to the issuance of the Notice to Proceed whether or not the City has knowledge of the furnishing of such work. The Contractor shall not commence with work on this project until its Contract bonds and evidence of insurance comply with all Contract requirements and a Notice to Proceed has been issued.

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b) Time of Completion.

All work under this Contract shall be completed within the period of time set forth in the Construction Contract. The Contract shall be deemed completed when the City Council has accepted the Project as provided in Section G-7 of the General Conditions. The Engineer has the authority to stop counting work or calendar days, as appropriate, against the contract once the work is complete including remediation of deficiencies and ready for Council acceptance of the Contract.

D-3 SUSPENSION OF WORK

- a) The Engineer may at any time, by notice in writing to the Contractor, suspend any part of the Work for such period of time as may be necessary to prevent improper execution of the work on the project by the Contractor, its subcontractors or agents, and the Contractor shall have no claim for damages or additional compensation on account of any such suspension.
- b) The City may at any time suspend any part or all of the work upon ten (10) days written notice to the Contractor, who shall thereupon discontinue all work suspended except for all operations to prevent loss or damage to work already executed as may be directed by the Engineer. After such suspension, work shall be resumed by the Contractor on written notice from the City.
- c) In the event of any suspension of the work in whole or in part under Subsection (b) of this Section, the Contractor shall be entitled to an extension of time to the extent of the delay caused thereby to the completion of the work.
- d) In the event the entire work shall be suspended by order of the City, as hereinabove provided, and shall remain so suspended for a period of sixty (60) consecutive days, through no fault of the Contractor, and notice to resume the work shall not have been served on the Contractor as hereinabove provided, Contractor may, at its option, by written notice to the City, terminate the Contract in the same manner as if the termination had been initiated by the City, and the City shall have no claim for damages because of such termination of the Contract.

D-4 DELAYS IN THE WORK

- a) Excusable delays shall be delays in the Contractor's work due to strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not have been reasonably anticipated, or any other act(s) of God beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay. In the event of an excusable delay, the time of completion shall be extended for such reasonable time as the City may decide. The Contractor's right to an extension of time for an excusable delay is expressly subject to Contractor's giving ten (10) days written notice of such claim from the date the Contractor knew or should have known of the delay. Failure to give such notice shall be construed as a waiver of such right. It is understood and agreed that

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- extensions of time shall be the Contractor's sole and exclusive remedy for excusable delays.
- b) Compensable delays shall be delays in the Contractor's work due to acts or neglect of the City, its employees or those under it by contract or otherwise, or by changes ordered in the work. In the event of a compensable delay, the time of completion shall be extended for such reasonable time as the City may decide. In addition, the Contractor may recover its direct costs as provided in Section B-4. The Contractor's remedies for compensable delays are expressly subject to Contractor's giving ten (10) days written notice of such claim from the date the Contractor knew or should have known of the delay. It is understood and agreed that the Contractor's sole and exclusive remedies for compensable delays shall be an extension of the time and recovery of its direct costs as compensable hereunder, but only in accordance with the provisions of the Contract Documents.
 - c) Contractor and City understand and agree that the Contract time for the completion of this project is a very important part of the contract. Extensions of time will only be granted as provided above when events actually cause the Contractor to be delayed in the performance of the progress of the work. When acts or omissions occur which could cause delay, Contractor will take all reasonable means in order to be able to continue to work as scheduled without any delay, or as short a delay as possible. Additionally, if inclement weather causes accumulation of standing water on the work site or other conditions which might cause delay, Contractor shall take all measures reasonably necessary to permit work to continue as quickly as possible.
 - d) The Engineer shall be responsible for determining when adverse weather conditions result in non-workable days. It shall be the Contractor's duty to stay informed of such determinations by the Engineer. The Contractor may object to such adverse weather determinations by filing with the Engineer a written notice of objection. The notice of objection shall state the basis of the objection and provide supporting documentation which substantiates that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. All such notices of objection shall be filed within fifteen (15) days of receipt of the Engineer's written determination. It is hereby agreed that the Contractor's failure to submit a written notice of objection within fifteen (15) days of the Engineer's adverse weather determination shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.
 - e) The Engineer will, within a reasonable period of time, issue a ruling on the Contractor's notice of objection. All such rulings by the Engineer shall be final, unless the Contractor files a written protest within fifteen (15) days of the Engineer's ruling. This protest shall clearly state the basis of the dispute. Such protest will be forwarded promptly to the City which will issue a decision on each such protest. The City's decision will be final. Pending the City's decision, the Contractor shall proceed with its work in accordance with the Engineer's ruling and/or instructions. It is hereby agreed that the Contractor's failure to file a protest within fifteen (15) days of the

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Engineer's ruling shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.

- f) Unexcused delays shall be delays in the Contractor's work due to acts or neglect of the Contractor, its employees, subcontractors or those under it by contract or otherwise. In the event of an unexcused delay, the Contractor expressly agrees that it shall not be entitled to either an extension of time or recovery of its costs.

D-5 TERMINATION FOR DEFAULT

- a) In the event of any default by the Contractor as described below, the City may, after giving ten (10) days' written notice to the Contractor, terminate Contractor's right to proceed with the work or any part of the work in the City's sole discretion. Events of default include, but are not limited to, the:
 - (i) Failure or refusal to prosecute the work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or failure to complete said work within such time;
 - (ii) Filing of bankruptcy by the Contractor, or the making of a general assignment for the benefit of its creditors, or appointment of a receiver on account of Contractor's insolvency without discharge of the receiver within ten (10) days after its appointment;
 - (iii) Failure to make prompt payments to subcontractors or suppliers; or
 - (iv) Persistent disregard of laws, ordinances, or the instructions of the Engineer, or other substantial violation of any provision of the Contract.
- b) The rights and remedies of the City provided in this section are in addition to any of the rights and remedies provided by law or under this Contract.

D-6 TERMINATION FOR CONVENIENCE

If at any time before completion of the work, the City determines that it is either impossible or against the best interests of the City to complete the work, or if the work is stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the City may, upon ten (10) days written notice to the Contractor, discontinue the work and terminate the Contract. Upon service of such notice of termination, the Contractor shall discontinue the work in such manner, sequence, and at such times as described below. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the work thus dispensed with, nor any other work actually performed up to the time of discontinuance, including any Extra Work ordered by the Engineer to be done.

Termination of the Contract for convenience and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

Progress and Completion of Work

a) Stop Order.

Should the City terminate the Contract for convenience, the Engineer will issue the Contractor a written notice signed by the Engineer, specifying that the Contract is to be terminated. Upon receipt of said written notice, except as otherwise directed in writing by the Engineer, the Contractor shall:

- (i) Stop all work under the Contract except that specifically directed to be completed prior to Acceptance.
- (ii) Perform work the Engineer deems necessary to secure the project for termination.
- (iii) Remove equipment from the site of the work.
- (iv) Take such action as is necessary to protect materials from damage.
- (v) Notify all subcontractors and suppliers that the Contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
- (vi) Provide the Engineer with an inventory list of all material previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location, and such other information as the Engineer may request.
- (vii) Dispose of material not yet used in the work as directed by the Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including material for which partial payment has been made and with bills of sale or other documents of title for such materials.
- (viii) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of Subcontracts or orders for material terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the City all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
- (ix) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.
- (x) Take such other actions as the Engineer may direct.

b) Damage to Materials.

Progress and Completion of Work

Termination of the Contract shall not relieve the Contractor of responsibility for damage to materials except as follows:

- (i) The Contractor's responsibility for damage to materials for which partial payment has been made and for materials furnished by the City for use in the work and unused shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations that the Engineer has directed.
- (ii) The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been accepted by the City.
- (iii) When the Engineer determines that the Contractor has completed the work under the Contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the Contractor will recommend that the Engineer formally accept the Contract, and immediately upon and after such Acceptance by the Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of its Contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the Engineer.

c) Compensation to Contractor.

The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

- (i) The reasonable cost to the Contractor, without profit, for all work performed under the Contract, including mobilization, demobilization and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven (7%) percent of Direct Costs of such work.
- (ii) A reasonable allowance for profit on the cost of the work performed as determined under this Section, provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed four (4%) percent of said cost.
- (iii) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the Engineer.

Progress and Completion of Work

- (iv) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

d) Payments to Contractor.

After Termination of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

e) Records.

All records of the Contractor and the subcontractors necessary to determine compensation in accordance with this Section shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the Contract is to be terminated and for a period of four (4) years, and such records shall be retained for that period.

f) Subcontracts.

The provisions of this Section shall be included in all subcontracts.

D-7 RIGHTS OF CITY UPON TERMINATION

- a) In the event the right of the Contractor to proceed with the work, or any portion thereof, has been terminated because of the fault of the Contractor and the Contractor has been given ten (10) days notice to cure such fault and has not done so, the City may take over the work and prosecute the same to completion by contract or any other method the City deems expedient, and may take possession of and utilize in completing the work such materials, appliances, equipment and plant as may be on the site of the work and necessary therefore. In such event, the Contractor and its sureties shall be liable for all damages including costs of managerial and administrative services, engineering, legal and other consultant fees, and liquidated damages sustained or incurred by the City in enforcing the provisions of Section D-4 of these General Conditions and in completing or causing to complete the work.
- b) Upon termination the Contractor shall not be entitled to receive any further payment until the work is finished. If upon completion of the work the total cost to the City, including engineering, legal and other consultant fees, costs of managerial and administrative services, construction costs, and liquidated damages shall be less than the amount which would have been paid if the work had been completed by the Contractor in accordance with the terms of the Contract, then the difference shall be paid to the Contractor in the same manner as the final payment under the Contract. If the total cost incurred by the City on account of termination of the Contract and subsequent completion of the work by the City by whatever method the City may deem

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expedient shall exceed said amount which the Contractor would otherwise have been paid, the Contractor and its sureties shall be liable to the City for the full amount of such excess expense.

- c) The rights and remedies of the City provided in this section are in addition to any of the rights and remedies provided by the law or under this Contract.

D-8 FAILURE TO TIMELY COMPLETE THE WORK; LIQUIDATED DAMAGES

- a) Liquidated Damages.

It is agreed by the parties to the Contract that time is of the essence; and that in case all the work is not completed before or upon the expiration of the time limit as set in the Contract, or within any time extensions that may have been granted, damage will be sustained by the City; and that it may be impracticable to determine the actual amount of damage by reason of such delay. Accordingly, it is agreed that the Contractor shall pay to the City as damages in the amount as specified in Part V, Supplemental Conditions, Section D-8, Liquidated Damages for each and every day's delay in finishing the work in excess of the number of days specified. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Contract was made. The City shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.

- b) Exclusions.

Notwithstanding the provisions of Subsection (a), the Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the City or the owner of the utility under Government Code § 4215.

SECTION E. LEGAL RELATIONS AND RESPONSIBILITY

E-1 COMPLIANCE WITH LAWS - PERMITS, REGULATIONS, TAXES

Contractor is an independent contractor and shall at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Contractor shall also pay all property tax assessments on materials or equipment used until acceptance by the City. If any discrepancy or inconsistency is discovered in the Plans or Specifications, or in this Contract in relation to any such law, rule, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing. It shall also protect, defend and indemnify the City, the Engineer, and all of the City's officers, agents, and servants against any claim or liability arising from or based upon the violation of any such law, rule, ordinance, regulation, order or decree, whether by the Contractor itself or by its employees. Particular attention is called to the following:

- a) Without limitation, materials furnished and performance by Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable Federal regulations.
- b) The Contractor, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, and will have, throughout the progress of the work, the necessary experience, skill and financial resources to enable it to perform this Contract.
- c) Contractor is required to ensure that material safety data sheets (MSDS's) for any material requiring a material safety data sheet pursuant to any federal or state law are available in a readily accessible place on the Project premises. Contractor is also required to insure (1) the proper labeling of any substance brought onto the Project premises by Contractor or any subcontractors, and (2) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.
- d) Contractor is required to comply with the provisions of Health and Safety Code Section 25249 *et seq.* (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.

E-2 PREVAILING WAGE

- a) Pursuant to section 1770 *et seq.* of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem

wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract which will be awarded to the successful bidder. Copies are on file with and available upon request from the Engineer and are also available at the following State of California website: <http://www.dir.ca.gov/dlsr/PWD/index.htm>. The successful bidder shall post a copy thereof at each job site. It shall be mandatory upon the bidder to whom the Contract is awarded, and upon any subcontractor under him to comply with all Labor Code provisions, which include, but are not limited to the payment of not less than the said specified rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b) The Contractor shall forfeit as penalty the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.
- c) The City will not recognize or be liable for any claims for additional compensation because of the payment of the wages set forth in the Contract Documents or Contractor's failure to pay prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against the City or the Engineer.

E-3 LABOR DISCRIMINATION

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

E-4 EMPLOYMENT OF DEBARRED SUBCONTRACTORS

Pursuant to Section 6109 of the Public Contract Code, an ineligible contractor may not perform work on a public works project, such as this Project, or perform work with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. This list of debarred contractors is available from the State Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>

E-5 EIGHT-HOUR DAY LIMITATION

- a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, eight hours labor shall constitute a day's work, and no worker, in the employ of said Contractor, or any subcontractor, doing or contracting to do any part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.
- b) The Contractor and each subcontractor shall keep an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by the subcontractor in connection with the work specified herein, which record shall be open at all reasonable hours to the inspection of the City, State and Federal officers and agents; and it is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of this Contract by it or by any subcontractor under it for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

E-6 COMPLIANCE WITH STATE REQUIREMENTS FOR EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to Section 1777.2 through 1777.5 of the Labor Code; provisions of those Sections pertaining to employment of registered apprentices are hereby incorporated by reference into these Specifications. As applicable, the Contractor or any subcontractor employed by it in the performance of the Contract work shall take such actions as necessary to comply with the provisions of Section 1777.5.

E-7 UNDERGROUND UTILITIES

All excavations shall be conducted by Contractor or any subcontractor in accordance with the procedures set forth in applicable law, including Government Code section 4216 *et. seq.* governing protection of underground infrastructure.

E-8 WATER POLLUTION

The Contractor shall comply with the provisions of Chapter 23D, Urban Storm Water Quality Management And Discharge Control of the City of Woodland Municipal Code.

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumen, calcium chloride and

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other harmful materials and shall conduct and schedule operations so as to avoid or minimize muddying and silting of streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve adjacent vegetation beyond the limits of construction.

Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.

In order to provide effective and continuous control of water pollution it may be necessary for the Contractor to perform the contract work in small or multiple units, on an out of phase schedule, and with modified construction procedures. The Contractor shall provide temporary water pollution control measures, including but not limited to, dikes, basins, ditches, and applying straw and seed, which become necessary as a result of the Contractor's operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a program to control water pollution effectively during construction of the project. The program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the program has been accepted.

If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been accepted.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program in not more than 5 working days.

The City will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.

The Contractor may request the Engineer to waive the requirement for submission of a written program for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a written program for control of water pollution will not preclude requiring submittal of a written program at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations.

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Unless otherwise approved by the Engineer in writing, the Contractor shall not expose a total area of erodible earth material, which may cause water pollution, exceeding 1 acre (45,000 square feet) for each separate location, operation or spread of equipment before either temporary or permanent erosion control measures are accomplished.

Where erosion which will cause water pollution is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

Nothing in the terms of the contract nor in the provisions in this Section shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

When borrow material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be finished, where practicable, so that water will not collect or stand therein.

The requirements of this section shall apply to all work performed under the contract and to all non-commercially operated borrow or disposal sites used for the project.

The Contractor shall also conform to the following provisions:

1. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of the barriers, muddying of streams shall be held to a minimum.
2. Removal of material from beneath a flowing stream shall not be commenced until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.
3. Should the Contractor's operations require transportation of materials across live streams, the operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of the live streams except as may be necessary to construct crossings or barriers and fills at channel changes.
4. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.
5. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.
6. Portland cement or fresh portland cement concrete shall not be allowed to enter flowing water of streams.

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7. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion, and settling pond sites shall be graded so they will drain and will blend in with the surrounding terrain.
8. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.
9. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct work operations so as to allow free passage of the migratory fish.

Compliance with the provisions in this section shall in no way relieve the Contractor from the responsibility to comply with the other provisions of the contract, in particular the responsibility for damage and for preservation of property.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

E-9 PAYMENT OF TAXES

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, or local governments.

E-10 PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated into the work, and agrees to defend, indemnify and save harmless the City, the Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

E-11 PUBLIC CONVENIENCE

- a) This Section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.
- b) The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and it shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.
- c) Unless otherwise provided in the Contract Documents, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces. In order to expedite the passage of public traffic through or around the work, the Contractor shall install as appropriate signs, lights, flares, barricades, and other

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- facilities for the sole convenience and direction of public traffic. Also, where directed by the Engineer, the Contractor shall provide and station competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, barricades, and other facilities, and the cost of providing and stationing such flaggers, all for the convenience and direction of public traffic, will be considered as included in the Contract price and no additional compensation will be allowed.
- d) Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the Contractor at its expense.
 - e) Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.
 - f) Convenient access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.
 - g) Water shall be supplied if ordered by the Engineer for the alleviation or prevention of dust nuisance as provided in the Contract Documents.
 - h) Flaggers and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with Caltrans' current "Instructions to Flagmen." The equipment shall be furnished and kept clean and in good repair by the Contractor at its expense.
 - i) When ordered by the Engineer, the Contractor shall furnish a pilot car and driver and flaggers for the purpose of expediting the passage of public traffic through the work under one-way controls, and the cost thereof will be paid for as extra work as provided in Section B-4, except that the cost of flaggers furnished for this purpose will be paid for as provided below. At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the movement of the Contractor's equipment from one portion of the work to another shall be governed in accordance with the one-way controls.
 - j) The provisions in this Section shall not relieve the Contractor from the responsibility of providing for the safety of the public as provided in Sections E-12 and E-13 nor relieve the Contractor from the responsibility for damage as provided in Section E, "Legal Relations and Responsibility."

E-12 SAFETY

- a) General Rule.

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The Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the work.

b) Additional Safety Provisions.

- (i) The services of the Engineer in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor shall it make the Engineer or the City responsible for providing a safe place for the performance of work by the Contractor, subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.
- (ii) The Contractor shall carefully instruct all personnel as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in sump pump work.
- (iii) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.
- (iv) Nothing in this Contract is to be construed to permit work not conforming to governing law. When Contract Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.

c) Shoring and Trench Safety Plan.

Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the Contractor shall comply with this law.

d) Trenching and Worker Protection.

In accordance with Section 6705 of the Labor Code, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. Not less than ten (10) days after the date indicated on the Notice to Proceed and before beginning excavation for any trench or trenches five feet or

more in depth for any work done under this Contract, the Contractor shall furnish to the Engineer working drawings of its trench safety plan. The trench safety plan working drawings shall be detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations or the Federal Safety and Health Regulations for Construction of the Occupational Safety and Health Administration, Department of Labor, the plan shall be prepared by a registered civil or structural engineer. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety and Health Regulations for Construction. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all operations performed by it or its subcontractors.

E-13 PROTECTION OF PERSON AND PROPERTY

- a) The Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the City's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.
- b) The Contractor shall adopt all practical means to minimize interference to traffic as specified in Section E-11 and public inconvenience, discomfort or damage. The Contractor shall protect against injury to any pipes, conduits or other structures, crossing the trenching or encountered in the work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support or replace any such pipes or structures, without delay and without any additional compensation, to the satisfaction of the Engineer. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, notwithstanding any provisions in this Contract to the contrary, the Contractor must comply with the laws and regulations of the County and the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.

E-14 RESPONSIBILITY FOR REPAIR OF FACILITIES

All public or private facilities, including but not limited to gravel surfacing at existing canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds and reservoirs disturbed during construction of the work shall

be repaired and/or replaced by the Contractor to match facilities existing prior to construction. In addition, the Contractor shall be responsible for any subsidence or settlement damage to such facilities or adjoining areas for a period of one year after acceptance of such required facilities.

E-15 RESOLUTION OF CONSTRUCTION CLAIMS BY CITY

All claims filed by the Contractor must be in writing and include the documents necessary to substantiate the claim. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

- a) Contractor shall timely comply with all notices and requests for additional compensation and extensions of time, including but not limited to all requirements of Sections B-7 and B-8 of these General Conditions, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of potential claim, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.
- b) Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.
- c) Claims.
 - (i) For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Sections B-7 and B-8 of these General Conditions has been denied by the City, for (1) a time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (3) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.
 - (ii) Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Sections B-7 and B-8 of these General Conditions, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) calendar days after a request for change has been

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denied in whole or in part or after any other event giving rise to the Claim. Any claim must be submitted in writing to the City and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

d) City Response to Claims.

- (i) Upon receipt of a Claim pursuant to this Section, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 calendar days of receipt of the claim, or as extended by mutual agreement, shall provide a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 calendar days after the City issues its written response.
- (ii) If the City needs approval from City Council to provide Contractor a written statement as set forth above, and City Council does not meet within the 45 calendar days or within the mutually agreed to extension of time following receipt of a Claim, the City shall have up to three (3) days following the next publicly noticed meeting of City Council after the 45-calendar day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.
- (iii) The City may request, in writing, within 30 calendar days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the claimant. The City's written response shall be submitted 30 calendar days (15 calendar days if the Claim is less than \$50,000) after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

e) Meet and Confer Conference.

If the Contractor disputes the City's response, or if the City fails to respond within the statutory time period(s), the Contractor may so notify the City within 15 calendar days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement of those portions of the Claim that remain in dispute. Upon such demand, the City shall schedule a meet and confer conference within 30 calendar days.

f) Mediation.

- (i) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion thereof remains in dispute, the City shall provide the Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 calendar days after the City issues its written statement. Any portion of the claim that remains in dispute shall be submitted to nonbinding mediation and the City and the Contractor shall equally share the associated mediator fees. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
- (ii) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- (iii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (iv) Unless otherwise agreed to by the public entity and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (v) The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed
- (vi) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For the purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this Section until the time that claim is

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denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

g) Procedures After Mediation.

If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For the purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this Section until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

h) Contractor's Duty During Claim Resolution.

The Contractor shall proceed with the work in accordance with the plans and specifications and determinations and instructions of the Engineer during the resolution of any claims disputes.

i) Government Code Claim.

- (i) In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the City.
- (ii) Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.
- (iii) A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

E-16 CIVIL ACTION PROCEDURES

In accordance with Public Contract Code section 20104 et seq., the following procedures all are established for civil actions filed to resolve Claims of \$375,000 or less:

a) Non-Binding Meditation.

Within 60 calendar days, but no earlier than 30 calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Agreement. The mediation process shall provide for the selection within 15 calendar days by both parties of a disinterested third person as mediator, shall be commenced within 30 calendar days of the submittal, and shall be concluded within 15 calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court

b) Judicial Arbitration.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

E-17 CITY'S REPAIR

In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the City may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the City from claims for payment made by the Contractor for work completed or remaining to be completed.

E-18 ANTI-TRUST CLAIM ASSIGNMENT

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and all subcontractors shall offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under

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Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the City tender's final payment to the Contractor, without further acknowledgment by the parties.

E-19 WAIVER OF RIGHT TO RESCIND FOR MATERIAL BREACH

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act, or omission of the City or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the City shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

E-20 CONTRACTOR'S LICENSE NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

E-21 HISTORICAL, SCIENTIFIC AND ARCHEOLOGICAL DISCOVERIES

All articles of historical or scientific value, including but not limited to coins, fossils, and articles of antiquity which may be uncovered by the Contractor during the progress of work, shall become City property. Such findings shall be reported immediately to the Engineer who will determine the method of removal, where necessary, and the final disposition thereof.

E-22 THIRD-PARTY CLAIMS

The City shall provide Contractor with timely notification of the receipt of any third-party claim in accordance with Public Contract Code section 9201.

SECTION F. INSURANCE AND LIABILITY

F-1 INSURANCE

- a) Neither the Contractor nor any subcontractors shall commence any work until all required insurance has been obtained at their own expense. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- b) Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period.
- c) Prior to execution of the Contract, the Contractor shall furnish the City with original endorsements effecting coverage for all policies required by the Contract. The Contractor shall not permit any subcontractor identified in the Designation of subcontractor's form to commence work on this project until such subcontractor has furnished the City with original endorsements effecting coverage for all insurance policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided or approved by the City. The City may require the Contractor or any subcontractor to furnish complete certified copies of all insurance policies affecting the coverage required by the Contract.
- d) All of the Contractor's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.
- e) All policies of insurance that the Contractor elects to carry shall include a provision therein providing a waiver of the insurer's right to subrogation against the City and the Engineer, including insurance against loss or damage to its construction equipment and tools, and Worker's Compensation/Employer's Liability.
- f) The requirements as to the types, limits, and the City's approval of insurance coverage to be maintained by the Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Contractor under the Contract. The limits set forth herein shall additionally apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract or law. Defense costs shall be paid in addition to the limits.
- g) Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the work performed under this Contract.

- h) In addition to any other remedy the City may have, if the Contractor or any of the subcontractors fail to maintain the insurance coverage as required in Section F-2 of the General Conditions, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.

F-2 COVERAGE REQUIREMENTS

The Contractor and all subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by the Contractor and all subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of the Contractor or any subcontractor to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

a) Worker's Compensation and Employer's Liability Insurance.

(i) Form and Amounts.

The Contractor and all subcontractors shall maintain insurance to protect the Contractor or subcontractor from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Workers' Act. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall execute a certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents. In addition, Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract. The policy shall be endorsed, if applicable, to provide a borrowed servant/alternate employer endorsement and contain a waiver of subrogation in favor of the City.

(ii) Claims Against City.

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If an injury occurs to any employee of the Contractor or any of the subcontractors for which the employee or the employee's dependents, in the event of the employee's death, may be entitled to compensation from the City under the provisions of the said Acts, or for which compensation is claimed from the City, there will be retained out of the sums due the Contractor under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due, the Contractor.

b) Commercial General and Automobile Liability Insurance.

(i) Form and Amounts.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily injury, personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence for Automobile Liability Insurance. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence for Commercial General Liability Insurance with an aggregate no less than two (2) times the required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto). Any deductibles must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles as respects the entity, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration expenses, and defense expenses.

(ii) Additional Requirements.

The commercial general and automobile liability insurance coverage shall also include the following:

- a. A provision or endorsement naming the City and the City's consultants, and each of their officers, employees, agents and volunteers, each as additional insured with respect to any potential liability arising out of the performance of any work under the Contract, and providing that such insurance is primary insurance as respects the interest of the City, and that any other insurance, risk

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pool membership, or other liability protection maintained by the City or maintained by the Engineer is excess to the insurance required hereunder, and will not be called upon to contribute to any loss unless and until all limits available under the contractor's and subcontractor's insurance policy/policies have been paid. The City and the City's consultants, and each of their officers, employees, agents and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability insurance using ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of commercial general liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage).

- b. A "Cross Liability" or "Severability of Interest" clause. Broad Form Property Damage, Personal Injury, Contractual Liability, Protective Liability, and Completed Operations coverages, and elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
- c. A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract, including, without limitation, indemnity and litigation costs set forth in Section F-3 of the General Conditions.
- d. A provision or endorsement stating that any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- e. A provision or endorsement stating that 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.

(iii) SPECIAL NOTICE: Claims Made Coverage.

Liability insurance coverage shall not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

F-3 INDEMNITY AND LITIGATION COSTS

- a) Promptly upon execution of the Contract, the Contractor specifically obligates itself and hereby agrees to protect, hold free and harmless, defend and indemnify the City, the Engineer and their consultants, and each of their officers, officials, employees agents and volunteers, from and against any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including without limitation attorneys' fees and other costs of litigation, which arise out of or are in any way connected with the Contractor's, or its subcontractors' or suppliers', performance of work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall not extend, however, to attorney fees and costs incurred by the City in prosecuting or defending against the Contractor in any proceeding under Sections B-7 and E-16 of these General Conditions, and shall imply no reciprocal right of the Contractor in any action on the Contract pursuant to Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any and all acts or omissions, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or subcontractor's agents, employees, and representatives, resulting in claim or liability, whether or not any acts or omissions of any of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City.

- b) In any and all claims against the City or the Engineer and their consultants, and each of their officers, employees and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes.

F-4 PROTECTION OF WORK

- a) The Contractor shall be responsible for the care of all the work until completion and final acceptance. The Contractor shall, at its own cost and expense, replace damaged or lost material and repair damaged parts of the work or the same may be done at the Contractor's expense by the City and the Contractor and its sureties shall be liable therefore. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified. The Contractor shall not be responsible for the cost,

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- in excess of 5% of the contracted amount, of repairing or restoring damage to the work, if the damage was proximately caused by an earthquake in excess of a magnitude of 3.5 on the Richter Scale or by tidal waves; provided that the work damaged was built in accordance with accepted and applicable building standards, and the plans and specifications of the City.
- b) The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops, and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of its fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain work room, Contractor shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Engineer. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.
 - c) The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventive measures as directed by the Engineer.
 - d) The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its subcontractors and their employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.
 - e) The Contractor shall see that the Site is kept drained and free of all standing water and any other water which may impede the progress or execution of the work.
 - f) The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.
 - g) In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as specified under Section B-4 of these General Conditions. Should the Engineer deem

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an emergency condition exists, the Contractor shall immediately do those things and take those steps ordered by the Engineer. The decision of the Engineer in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified under Section B-4.

- h) Except as provided by Government Code section 4215, *et seq.*, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the Site if and to the extent that the same are identified in the Contract Documents, and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the City, the City will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work in conformance with applicable provisions of Sections B-3 and B-4 of these General Conditions, if so, directed by the Engineer. In such situations, the Contractor shall not be responsible for delay in completion of the Project caused by the failure of the City or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the City in the Contract Documents, the Contractor shall immediately notify the Engineer in writing.

- i) Subject to the provisions of this Section, where the work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall, at its own expense, provide for such watercourse or pipelines and shall perform such construction during the progress of the work so that no damage will result to either public or private interests, and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the work.

F-5 ACCIDENTS

- a) The Contractor shall provide and maintain, in accordance with Labor Code section 6708 and OSHA requirements, adequate emergency first-aid treatment for its employees and subcontractors and anyone else who may be injured in connection with the work.

- b) The Contractor shall 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 cause death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage are caused, the accident shall be reported immediately by telephone or messenger to the City and the Engineer.

- c) 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.

F-6 NO PERSONAL LIABILITY

Neither the City, the Engineer, nor any of their other officers, agents, or employees shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

SECTION G. MEASUREMENT AND PAYMENT

G-1 MEASUREMENT OF QUANTITIES

- a) Where the Contract provides for payment on a lump sum price basis, no measurement of quantity will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and conclusive.
- b) All quantities of work computed under the Contract shall be based upon measurements by the Engineer according to United States Measurements and Weights.
- c) Methods of measurement are specified herein and in the Specifications.

G-2 SCOPE OF PAYMENT

- a) The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract. The compensation provided in this Contract is also full payment for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City and for all risks of every description connected with the prosecution of the work. In addition, the compensation provided in this Contract is full compensation for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Specifications and Plans.
- b) Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.
- c) The Work also includes the preparatory work and operations needed for mobilization and demobilization of the Project. The Work, however, does not include establishing the Engineer's field facility(s) or the utility work and connections needed for these facilities.

G-3 PROGRESS ESTIMATE

For each calendar month of Contract work, the Engineer will prepare a progress estimate of all work performed under the Contract. Within the first ten (10) days of each succeeding calendar month, the Engineer will prepare in writing and certify to the City, an estimate which in the Engineer's opinion is a fair approximation of the value of all work done under the Contract, including any amounts due the Contractor for extra work and change orders. In arriving at the value of the work done, the Engineer will give consideration to the value of labor and materials which have been incorporated into the permanent work by the Contractor during the preceding month. Consideration will not be given to preparatory work done or for materials or equipment on hand but not incorporated into the work.

Measurement and Payment

In order to assist the Engineer, the Contractor shall furnish the Engineer with a monthly invoice detailing the work completed during the month and total to date including copies of supporting invoices for all items delivered to the job site.

G-4 PROGRESS PAYMENTS

- a) The City will pay the Contractor ninety (95%) percent of the amount of each progress estimate within thirty (30) calendar days after receipt of an undisputed and properly submitted progress estimate from the Contractor. If the City fails to pay an undisputed progress estimate within the allotted thirty (30) calendar days, the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. Five percent (5%) of the amount of each estimate shall be retained by the City until final completion and acceptance of all work under the Contract. Any request to reduce retention must comply with the provisions of Public Contract Code Section 9203(a).
- b) Upon receipt of a payment request, the City shall act in accordance with both of the following:
 - (i) Each payment request shall be reviewed by the City as soon as practicable after receipt for the purpose of determining that the progress estimate is a proper payment request.
 - (ii) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this Section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- c) The number of days available to the City to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which the City exceeds the seven (7) day return requirement set forth in Subsection (b)(ii) of this Section.
- d) The Contractor may, in accordance with the provisions of Public Contract Code section 22300, substitute securities for any monies which the City may withhold to insure performance under the Contract.
- e) When, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in its judgment the total amount of the work done since the last estimate amounts to less than \$1,000, no pay estimate will be prepared and no progress payment will be made.
- f) No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials, or equipment. Estimated amounts and values of work done and materials and equipment furnished will be conformed with actual amounts and values as they become available in subsequent progress estimates, progress payments and the

Measurement and Payment

final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.

- g) It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment, shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.

G-5 RIGHT TO WITHHOLD PAYMENTS

- a) In addition to all other rights and remedies of the City hereunder and by virtue of the law, the City may withhold or nullify the whole or any part of any partial or final payment to such extent as may reasonably be necessary to protect the City from loss on account of:
 - (i) Defective work not remedied, irrespective of when any such work be found to be defective;
 - (ii) Claims, liens, stop notices or notices to withhold filed or reasonable evidence indicating probable filing of claims, liens, stop notices or notices to withhold including, but not limited to claims under Sections 1775, 1776, or 1777.7 of the Labor Code;
 - (iii) Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;
 - (iv) A reasonable doubt that the work can be completed for the balance then unearned;
 - (v) A reasonable doubt that the Contractor will complete the work within the agreed time limits;
 - (vi) Costs to the City resulting from failure of the Contractor to complete the work within the proper time; or
 - (vii) Damage to work or property.
- b) Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the City will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the City against claims, liens, stop notices, or notices to withhold of mechanics, materialmen, subcontractors, etc., the City may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the City, indemnifying the City against any loss or expense, and upon acceptance thereof by the City, the City shall release to the Contractor monies so withheld.

G-6 LIENS AND STOP NOTICES

The Contractor agrees to keep the Work, the Site of the Work and all monies held by the City free and clear of all liens and stop notices related to labor and materials furnished in connection with the Work, if permitted by law. Furthermore, the Contractor waives any right it may have to file any type of lien or stop notice in connection with the Work. Notwithstanding anything to the contrary contained in the Contract Documents, if any such lien or stop notice is filed or there is evidence to believe that lien or stop notice may be filed at any time during the progress of the Work or within the duration of this Contract, the City may refuse to make any payment otherwise due the Contractor or may withhold any payment due the Contractor a sum sufficient in the opinion of the City to pay all obligations and expenses necessary to satisfy such lien or stop notice. The City may withhold such payment unless or until the Contractor, within ten days after demand therefore by the City, furnishes satisfactory evidence that the indebtedness and any lien or stop notice in respect thereof has been satisfied, discharged and released of record, or that the Contractor has legally caused such lien or stop notice to be released of record pending the resolution of any dispute between the Contractor and any person or persons filing such lien or stop notice. If the Contractor fails to furnish such satisfactory evidence within ten days of the demand therefore, the City may discharge such indebtedness and deduct the amount thereof, together with any and all losses, costs and damages suffered or incurred by the City from any sum payable to the Contractor under the Contract documents, including but not limited to final payment and retained percentage. This Section shall be specifically included in all subcontracts and purchase orders entered into by the Contractor.

G-7 FINAL ACCEPTANCE AND DATE OF COMPLETION

Whenever the Contractor shall deem all work under this Contract to have been completed in accordance therewith, it shall so notify the Engineer in writing, and the Engineer shall promptly ascertain whether the work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied with to the satisfaction of the Engineer, it shall proceed with all reasonable diligence to determine accurately the total value of all work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The Engineer will then certify to said final estimate and to the completion of the work, and will file copies thereof with the City and the Contractor and recommend final acceptance by the City Council. The date of completion shall be the date upon which the City Council makes its formal written acceptance of the work. The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract. The City may choose to withhold funds in accordance with the provisions of Section C-13.

G-8 FINAL PAYMENT

Within ten (10) calendar days after the date of completion, the City will file in the Office of the County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor. The date of completion for purposes of filing the notice of completion shall be the date of City Council acceptance of the contract. On the expiration of thirty-five (35) calendar days after

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the recordation of such Notice of Completion, the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishings of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract. All prior certifications, upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate. Notwithstanding the above, the City will release retention in accordance with the provisions of Public Contract Code Section 7107 within 60 days of completion of the work (as completion is defined in PCC § 7107).

G-9 FINAL RELEASE

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the City with a signed written release of all claims against the City arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The release shall be in substantially the following form:

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WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

The undersigned has been paid in full for all labor, services, equipment or material furnished to the City on the job of 2025 Open Cut Sewer Repair Project, CIP #08-21 located at Woodland, California and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of specified below:

Nature of Dispute	Date of Notice	Amount of Claim

Dated: _____

CONTRACTOR:

By: _____

Title: _____

END OF GENERAL CONDITIONS

PART V
SUPPLEMENTAL CONDITIONS

City of Woodland

INTRODUCTION TO SUPPLEMENTAL CONDITIONS

Except as modified by these Supplemental Conditions, the work shall be performed in accordance with the General Conditions. The numbering of these Supplemental Conditions conforms to the numbering in the General Conditions. The existence of a section in these Supplemental Conditions means that a corresponding section in the General Conditions is modified in some respect.

SECTION A. DEFINITIONS AND TERMS

There are no amendments to this Section of the General Conditions.

SECTION B. SCOPE OF WORK

There are no amendments to this Section of the General Conditions.

SECTION C. CONTROL OF WORK

C-3 CONSTRUCTION STAKING AND SURVEYS

The Contractor shall provide all construction staking and layout for the project.

C-18 STORAGE OF MATERIALS

Storage of materials on the job site must be approved by the Engineer.

C-25 SUBMITTALS

a) Submit the following documents as required:

<u>Part I, Instructions to Bidders</u>	<u>Section Reference</u>
Substitution of Securities for Retention	B-17, G-4(d)
Substitutions (products or materials)	B-26

<u>Part III, Contract Documents</u>	<u>Section Reference</u>
Contract.....	A
Payroll Records.....	A-14
Performance Bond	B
Payment (Labor and Material) Bond	C
Workers Compensation Certificate.....	E
Evidence of Insurance.....	Part IV, Section F

<u>Part IV, General Conditions</u>	<u>Section Reference</u>
Permits	C-4
Sub-Contracts.....	C-7
Superintendent & Project Personnel	C-9
Test Results (performed by Contractor)	C-11
Certificates of Compliance	C-20
Rights of Entry (obtained by Contractor)	C-23
Progress Schedule	D-1
Certified Payrolls (Prevailing Wages)	E-2
Water Pollution Control Plan.....	E-8
Shoring and Trench Safety Plan	E-12(d)
Insurance (submitted with Contracts)	F-1 & F-2
Request for Final Acceptance	G-7
Waiver and Release Upon Final Payment	G-9

Control of Work – Supplemental Conditions

<u>Part V, Supplemental Conditions</u>	<u>Section Reference</u>
Staking Requests	C-3
Storage of Materials	C-18
Submittals	C-25
Progress Schedule	D-1
Woodland Business Permit	E-10
Schedule of Values	G-1

<u>Part VI, Technical Conditions</u>	<u>Section Reference</u>
Materials	A
Traffic Control Plan	B-1
Pavement Mix Design	C-1

<u>Engineering Standards, Construction Specifications</u>	<u>Reference</u>
General Construction Requirements	Section 1
Public Notification	1.01
Traffic Control Plan	1.04
Construction Water, Hydrant Permit	1.07
Replacement and New Control Network Monuments	1.10, 1.11

Subgrade	Section 2
Subgrade Compaction Testing	2.04

Aggregate Materials.....	Section 3
Aggregate Base	3.01, 3.02
Sand.....	3.03
Crushed Rock.....	3.04

Hot Mix Asphalt.....	Section 4
Hot Mix Asphalt, Mix Design	4.01, 4.03
Crack Sealant	4.09

Surface Treatments.....	Section 5
Sand Seal.....	5.01
Fog Seal	5.02

Portland Cement Concrete.....	Section 6
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Control of Work – Supplemental Conditions

Portland Cement Concrete, Mix Design	6.01
Steel Reinforcement.....	6.02
Detectable Warning Surface	6.05
Fabric	Section 7
Underground Pipeline Construction.....	Section 8
Tunneling, Bore & Jack, HDD	8.06
Slurry Cement	8.11
Lime Stabilization	Section 9
Lime Treatment, Mix Design.....	9.03
Compaction Results	9.06
Sanitary System.....	Section 10
Sewer Collection System Materials	10.02, 10.03
CCTV Inspection of Sewer.....	10.15
Signs	Section 14
Traffic Signs.....	14.02
Traffic Striping, Markings, Legends.....	Section 16
Traffic Striping, Markings and Legends	16.01-16.04
Grading, Erosion Control and Storm Water Quality Management	Section 19
Water Pollution Control Plan or Storm Water Pollution Prevention Plan.....	19.05
Landscaping.....	Section 20
Landscape Certificate of Compliance	20.02
Landscape Submittals	20.06
Modifications and Revisions (Requests)	A
Record Drawings	B
Operations Manuals, etc.....	C
Soils Evaluation	D
List of Amendments and Fertilizers.....	E (20.11, 20.12)
Plant Material List.....	F
Amendment Samples	G
Substitute Plant Materials	H

Control of Work – Supplemental Conditions

Post-Amendment Soils Report.....	I
Weed Control Materials	20.19

b) Contractor's Responsibilities

The Contractor shall submit, at its own expense submittals and details of equipment, material, electrical controls, architectural fabrications, finishes, hardware, and other appurtenances as required in technical specifications.

All submittals and supporting data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain those submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others," if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the Shop submittals. The Contractor shall insure that there is no conflict with other submittals and notify the Engineer in each case where its submittal may affect the work of another Contractor or the Owner. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this project.

c) Transmittal Procedures

(i) *Transmittal Form*

A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section to which the submittal is related shall be indicated on the transmittal form.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals shall have the following format: "XXX-Y"; where "XXX"

Control of Work – Supplemental Conditions

is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.

(ii) *Deviations From The Contract*

If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a separate written description of such deviations and the reasons therefore. If the Owner accepts such deviation, the Owner shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order need not be issued. If any deviations from the Contract requirements are not noted on the shop drawing, the review of the submittal shall not constitute acceptance of such deviations.

(iii) *Submittal Completeness*

The Contractor shall check all submittals before submitting them to the Engineer and shall certify on the transmittal letter and on each submittal that they have been checked, are in compliance with the Plans and Specifications, and all deviations from the Contract requirements are noted.

If the Contractor submits an incomplete submittal, the submittal will be returned to the Contractor without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the technical specifications, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named manufacturer.

It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer at least by the second submission of data. The Owner reserves the right to deduct monies from payments due the Contractor to cover additional costs of review beyond the second submission.

(iv) *Submittal Period*

All submittals shall be completed within ten (10) days after Notice to Proceed by the Owner, unless the Engineer accepts an alternate schedule for submission of shop drawings proposed by the Contractor.

d) *Review Procedure*

Submittals shall be submitted to the Engineer for review and returned within ten (10) working days after receipt. Review of submittals by the Engineer has as its primary objective the completion for the Owner of a project in full conformance with the Contract Plans and Specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittals review as a secondary objective will assist

Control of Work – Supplemental Conditions

the Contractor in its procurement of equipment that will meet all requirements of the project Plans and Specifications, will fit the structures detailed on the Plans, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

Acceptance of submittals does not constitute a change order to the Contract requirements.

After review by the Engineer of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

(i) *No Exception Noted (Confirm)*

Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.

(ii) *Note Markings (Confirm):*

Same as A, except those minor corrections as noted shall be made by the Contractor.

(iii) *Note Markings (Resubmit)*

Major corrections as noted by the Architect shall be revised and resubmitted by the Contractor.

(iv) *Rejected (Resubmit)*

Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer.

(v) *Comments Attached (Resubmit)*

Submitted material does not conform to Plans and Specifications in major respect, i.e., wrong size, model, capacity, or material.

Items (i) and (ii) above (no resubmittal required) are considered "favorable review." Items (iii), (iv), and (v) above (correction and resubmittal required) are considered "unfavorable review."

It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

e) Effect of Review of Contractor's Submittals

Control of Work – Supplemental Conditions

The Engineer's favorable review of submittals shall be obtained prior to the fabrication, delivery and construction of items submittal.

Favorable review of submittals does not constitute a change order to the Contract requirements.

The favorable review of all submittals by the Engineer shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein. Favorable review by the Engineer shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of laws, nor constitute a Contract Change Order. Favorable review by the Engineer will not constitute acceptance by the Engineer of any responsibility for the accuracy, coordination, and completeness of the submittals or the items of equipment represented on the submittals.

C-26 TRADE NAMES AND ALTERNATIVES

The City has not made findings pursuant to Public Contract Code Section 3400(b) regarding the use of specific materials, products, things, and/or services that must be utilized for the Project.

SECTION D. PROGRESS AND COMPLETION OF WORK

D-1 PROGRESS SCHEDULE ADDITIONAL REQUIREMENTS:

Construction Schedule

The Contractor shall prepare a schedule that shows work to be accomplished on a weekly basis. The Contractor shall submit updates as work progresses. The City will review and provide comments within 5 work days of the submittal.

D-2 COMMENCEMENT AND PROGRESS OF THE WORK AND TIME OF COMPLETION

b) Time of Completion – Ordering Equipment

Submittals for equipment items that require long lead times (4 weeks or longer) shall be processed in an expeditious as possible manner by the Contractor and the City. The Contractor will provide evidence to the City, once order(s) are placed, of the delivery date of the equipment items to the work site. If the delivery dates extend the critical path completion date beyond the contract time, the City will approve an extension to contract time provided that the Contractor has performed the following:

1. Complete all other work except for the late delivery items; including foundations for late delivery items.
2. Payments to manufacturers to expedite manufacturing and delivery of the various items.
3. Provide critical path analysis at time of ordering of construction work that shows the impact of the late delivery items on the contract completion date.

The City reserves the right to limit any extension of contract time just to the work items reasonably expected to be directly associated with installation and completion of the late delivery items.

(c) Working Hours

Construction shall be allowed only between the hours of 7:00 a.m. and 4:00 p.m. on weekdays, unless otherwise approved by the Engineer.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the City or its agents and representatives for work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the City. Such costs shall be withheld from the succeeding monthly progress payment or as soon as practical after the costs are incurred.

Progress and Completion of Work – Supplemental Conditions

The Contractor shall notify the Engineer at least 72 hours prior to any work outside the normal working hours as defined above, on weekends or holidays.

D-4 DELAYS IN THE WORK

(a) Excusable Delays

Delays caused by acts of God, fire, unusual storms, floods, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.

Upon the submission of satisfactory proof to the Engineer by the Contractor, shortages of material will be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the Engineer, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Engineer that such material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

(g) Unexcused Delays

Unexcused delays in the prosecution of the work shall include delays, which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

(h) Time Extensions

(i) *Excusable Delays*

If the Contractor experiences an excusable delay, then the Contract completion date may be extended by the Engineer for such time that, in the Engineer's determination, the Contractor's completion date will be delayed, provided that the Contractor strictly fulfills the following:

- a. The Contractor shall provide notification, in writing a request for an extension of time to the Engineer stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted along with a Time Impact Analysis which shall include the following:

Progress and Completion of Work – Supplemental Conditions

1. An analysis demonstrating how the Contractor proposes to incorporate the delay into the schedule.
 2. The analysis shall demonstrate the time impact based on the date of occurrence of the delay; the status of construction at that point in time; and the impact of all affected activities.
- b. If requested by the Engineer, the Contractor shall promptly provide sufficient information to the Engineer to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
 - c. The Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Section D-4, Delays in the Work.
 - d. Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.
 - e. Neither, compensation for engineering, inspection, and administration, nor damages for delay will be charged to the Contractor for such extension of time. It is understood and agreed by the Contractor and Engineer that time extensions due to excusable delays will be granted only if such delays involve controlling operations which would prevent completion of the whole work within the specified Contract time.

D-8 LIQUIDATED DAMAGES

(a) Liquidated Damages.

It is agreed by the parties that the liquidated damages for this contract are \$1,000 per day.

SECTION E. LEGAL RELATIONS AND RESPONSIBILITY

E-10 PERMITS AND LICENSES

Section E-10 of the General Conditions is amended to include the following:

Contractor shall also furnish the Engineer a copy of a valid, current City of Woodland Business License prior to the commencement of the work. Details may be found at www.cityofwoodland.gov.

E-12 SAFETY

Add the following:

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

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

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

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

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

and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure Type K temporary railing in place before starting work for which the temporary railing is required.

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour.
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour.

Closure of the adjacent traffic lane is not required when performing any of the following:

1. Working behind a barrier
2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except Type K temporary railing.

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

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

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

E-24 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

Legal Relations and Responsibility – Supplemental Conditions

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

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

SECTION F. **INSURANCE AND LIABILITY**

There are no amendments to this Section of the General Conditions.

SECTION G. MEASUREMENT AND PAYMENT

Add the following:

G-1 MEASUREMENT OF QUANTITIES

- (d) When an item of work is designated as Final Pay Quantity (F) or Special Final Pay Quantity (S-F) in the Bid Schedule, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) or (S-F) in the bid Schedule shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Bid Schedule for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Bid Schedule.

Measurement Abbreviations:

AC = Acre

CY = Cubic Yard

EA = Each

LF = Linear or Lineal Foot

LS = Lump Sum (no measurement)

SF = Square Foot

TN = Tons

(F) = see above paragraph for Final Pay Item description (no measurement)

Each pay item includes providing all materials, equipment and personnel (labor) required to install the contract item of work complete in place in accordance with the project plans and specifications. All work will be paid based on the indicated unit of measurement.

Measurement and Payment – Supplemental Conditions

Bid Item #	Item Name	Unit of Measurement	Included Work
1	Mobilization & Bonding	LS	<p>Includes administrative portions of the work associated with mobilizing, such as, construction schedule, safety plan, public notifications, bonds, insurance, permits, establishment of a contractor’s staging area and move in of related equipment, tools, supplies and personnel, and establishing and onsite project office (includes related utility services).</p> <p>Includes work associated with de-mobilizing the above, including cleanup of staging area and removal of all contractor’s equipment, materials and supplies from the project site.</p> <p>75% of this item will be paid with the first progress payment and the remainder paid with the final progress payment.</p>
2	Traffic Control	LS	<p>Includes providing for traffic control throughout the course of the work to meet public safety and convenience requirements, including preparation of a traffic control plan. Payment will be pro-rated across the progress payments based on the contract time.</p>
3	Erosion Control and BMPs	LS	<p>Work associated with implementation of the erosion control and best management practices for Contractors’ activities including final removal and clean up</p>
4	Temporary Trench Plating	LS	<p>Temporary trench plating for any open trenches to maintain roadways during non-work hours.</p>

Measurement and Payment – Supplemental Conditions

Bid Item #	Item Name	Unit of Measurement	Included Work
5	Dingle Lane Repair (A)	LS	All material, labor, and equipment required to complete spot repair including saw cutting, pavement removal, repair of pavement of the trench for underground construction, crack seal around new trench pavement, and pavement striping & markings. Includes excavation, bedding, placement, PVC sanitary sewer pipe and fittings, backfill, and maintaining existing sewer flow, as well as all sheeting, shoring and bracing for underground construction over 5' in depth, per California Labor Code, Section 6707, including supplying, installing, maintaining, and removing required sheeting, shoring, and bracing for trench safety.
6	Dingle Lane Repair (B)	LS	All material, labor, and equipment required to complete spot repair including saw cutting, pavement removal, repair of pavement of the trench for underground construction, crack seal around new trench pavement, and pavement striping & markings. Includes excavation, bedding, placement, PVC sanitary sewer pipe and fittings, backfill, and maintaining existing sewer flow, as well as all sheeting, shoring and bracing for underground construction over 5' in depth, per California Labor Code, Section 6707, including supplying, installing, maintaining, and removing required sheeting, shoring, and bracing for trench safety.

Measurement and Payment – Supplemental Conditions

Bid Item #	Item Name	Unit of Measurement	Included Work
7	D St Repair	LS	All material, labor, and equipment required to complete spot repair including saw cutting, pavement removal, repair of pavement of the trench for underground construction, crack seal around new trench pavement, and pavement striping and markings. Includes excavation, bedding, placement, PVC sanitary sewer pipe and fittings, backfill, and maintaining existing sewer flow, as well as all sheeting, shoring and bracing for underground construction over 5' in depth, per California Labor Code, Section 6707, including supplying, installing, maintaining, and removing required sheeting, shoring, and bracing for trench safety.
8	Woodland Ave Repair (A)	LS	All material, labor, and equipment required to complete spot repair including saw cutting, pavement removal, repair of pavement of the trench for underground construction, crack seal around new trench pavement, and pavement striping and markings. Includes excavation, bedding, placement, PVC sanitary sewer pipe and fittings, backfill, and maintaining existing sewer flow, as well as all sheeting, shoring and bracing for underground construction over 5' in depth, per California Labor Code, Section 6707, including supplying, installing, maintaining, and removing required sheeting, shoring, and bracing for trench safety.

Measurement and Payment – Supplemental Conditions

Bid Item #	Item Name	Unit of Measurement	Included Work
9	N Cleveland St Repair	LS	All material, labor, and equipment required to complete spot repair including saw cutting, pavement removal, repair of pavement of the trench for underground construction, crack seal around new trench pavement, and pavement striping and markings. Includes excavation, bedding, placement, PVC sanitary sewer pipe and fittings, backfill, and maintaining existing sewer flow, as well as all sheeting, shoring and bracing for underground construction over 5' in depth, per California Labor Code, Section 6707, including supplying, installing, maintaining, and removing required sheeting, shoring, and bracing for trench safety.
10	Clover St Repair	LS	All material, labor, and equipment required to complete spot repair including saw cutting, pavement removal, repair of pavement of the trench for underground construction, crack seal around new trench pavement, and pavement striping and markings. Includes excavation, bedding, placement, PVC sanitary sewer pipe and fittings, backfill, and maintaining existing sewer flow, as well as all sheeting, shoring and bracing for underground construction over 5' in depth, per California Labor Code, Section 6707, including supplying, installing, maintaining, and removing required sheeting, shoring, and bracing for trench safety.

Measurement and Payment – Supplemental Conditions

Bid Item #	Item Name	Unit of Measurement	Included Work
Alt-1	W Southwood Dr Repair	LS	All material, labor, and equipment required to complete spot repair including saw cutting, pavement removal, repair of pavement of the trench for underground construction, crack seal around new trench pavement, and pavement striping and markings. Includes excavation, bedding, placement, PVC sanitary sewer pipe and fittings, backfill, and maintaining existing sewer flow, as well as all sheeting, shoring and bracing for underground construction over 5' in depth, per California Labor Code, Section 6707, including supplying, installing, maintaining, and removing required sheeting, shoring, and bracing for trench safety.
Alt-2	Palm Ave Repair	LS	All material, labor, and equipment required to complete spot repair including saw cutting, pavement removal, repair of pavement of the trench for underground construction, crack seal around new trench pavement, and pavement striping and markings. Includes excavation, bedding, placement, PVC sanitary sewer pipe and fittings, backfill, and maintaining existing sewer flow, as well as all sheeting, shoring and bracing for underground construction over 5' in depth, per California Labor Code, Section 6707, including supplying, installing, maintaining, and removing required sheeting, shoring, and bracing for trench safety.

Measurement and Payment – Supplemental Conditions

Bid Item #	Item Name	Unit of Measurement	Included Work
Alt-3	Woodland Ave Repair (B)	LS	All material, labor, and equipment required to complete spot repair including saw cutting, pavement removal, repair of pavement of the trench for underground construction, crack seal around new trench pavement, and pavement striping and markings. Includes excavation, bedding, placement, PVC sanitary sewer pipe and fittings, backfill, and maintaining existing sewer flow, as well as all sheeting, shoring and bracing for underground construction over 5' in depth, per California Labor Code, Section 6707, including supplying, installing, maintaining, and removing required sheeting, shoring, and bracing for trench safety.
Alt-4	Woodland Ave Repair (C)	LS	All material, labor, and equipment required to complete spot repair including saw cutting, pavement removal, repair of pavement of the trench for underground construction, crack seal around new trench pavement, and pavement striping & markings. Includes excavation, bedding, placement, PVC sanitary sewer pipe and fittings, backfill, and maintaining existing sewer flow, as well as all sheeting, shoring and bracing for underground construction over 5' in depth, per California Labor Code, Section 6707, including supplying, installing, maintaining, and removing required sheeting, shoring, and bracing for trench safety.

G-4 PROGRESS PAYMENTS

Add the following:

- (h) A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of

Measurement and Payment – Supplemental Conditions

Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

G-10 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

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

PART VI

TECHNICAL CONDITIONS

SECTION A. INTRODUCTION TO TECHNICAL CONDITIONS

The work shall be performed in accordance the latest edition of the City of Woodland Standard Details and Construction Specifications of the Engineering Standards, except as modified by these Technical Conditions. Section numbering of these Technical Conditions does not conform to the Construction Specifications and Standard Details.

The contractor shall provide a submittal for all materials to be installed or used on the project.

SECTION B. PUBLIC NOTIFICATION

B-1 GENERAL

The Contractor shall notify all businesses and residents within the project area, and all emergency, public transportation, and garbage/recycle collection by letter of the pending work, at least two (2) weeks prior to the day the contractor's forces move on the project site, unless otherwise approved in writing by the Engineer. A draft letter shall be submitted to the City Engineer for review at the pre-construction meeting.

At least five (5) working days in advance of lane closures, all emergency, public transportation, garbage collection, and school bus services shall be notified by the Contractor in writing of the project streets, time and date of closure. Additionally, the Contractor shall make an effort to contact the United States Postmaster General, UPS, FED EX and other similar entities that deliver mail and parcels. In case of schedule changes, these services shall be notified by telephone at least two days in advance of the street closure. A copy of all written notices shall be provided to the Engineer for approval at least one week prior to mailing.

At least two (2) days in advance of the work, all residents, businesses or other entities within the limits of the work, shall be notified in writing via a "door hanger" by the Contractor of the time and date of the work. The project manager's cell phone number shall be provided in case of extreme hardship due to the construction. Each notice shall be hand delivered or securely attached to the door in the event no one is home. It is against the law to place notices in mailboxes. Each notice that remains on the door the morning of construction shall be picked up and disposed of by the Contractor. Door hangers and/or other related communications are to be in both English and Spanish. Such communications shall clearly state dates of when the affected area is to be closed and reopened. The communication shall also clearly state that the roadway will be closed and will not be useable. **A sample door hanger must be submitted for review and approval by the Engineer at least two (2) weeks prior to distribution; in addition, a sample door hanger for delayed work will be required at this time. Failure to submit sample door hangers will result in an administrative deduction of five (5) working days from the contract.**

The Contractor shall make arrangements to keep the work area free of parked vehicles and shall cooperate fully with local authorities in maintaining traffic flows through the area. The Contractor shall notify the Engineer of any vehicles that remain within the limits of the daily operations such that the Engineer may coordinate the removal of that vehicle.

The Contractor shall install Type II barricades with "No Parking" signs to be placed along streets as necessary where work is planned, at least three (3) days, not including Saturday, Sunday or holidays, in advance of the actual work. Each sign shall include the day(s) and hours that no parking zones shall be in effect, shall have no conflicting markings from previous use and must include the Police Department Dispatch number **(530) 666-2411** for retrieval of towed vehicles. The dates posted on the signs must match the dates that the work is scheduled to be performed at that location. Barricades shall be spaced at 100-foot intervals, or less, on both sides of the street. Signage is to conform to all current Vehicle Code requirements.

In the event that work needs to be rescheduled due to unforeseen delays, the contractor shall be responsible for removing all affected no parking signs and barricades immediately, and must notify all affected residents with door hangers that the work has been delayed and will be rescheduled; this shall be concurrent with the removal of the no parking signage. The Contractor will be responsible for re-notifying all affected residences, schools, and businesses when the work has been rescheduled. Re-notification shall be in accordance with the aforementioned requirements for the initial notification. The Contractor shall also be responsible for reposting, "No Parking" signs and barricades in accordance with the requirements of this section of the Technical Conditions. Any street delayed will be placed on a make-up list to be completed at the end of the schedule.

GARBAGE AND REFUSE PICK-UP

The Contractor shall be aware of Waste Management's schedule in the areas of construction, including trash, recycling and green waste. The City currently has a monthly green waste in-street collection. It is the contractor's responsibility to schedule around this service. The contractor will be provided the current Waste Management collection schedule maps for trash, recycling and green waste.

For pavement seal work, Contractor will not be allowed to place materials within three (3) days before trash, recycling or green waste collection is scheduled. This restriction shall apply to both tote pick-up and on-street pile removal.

B-2 PAYMENT

All costs for public notification shall be considered included in various items of work and no additional compensation will be allowed therefore.

END OF SECTION

SECTION C. GRADING AND EARTH MOVING

C-1 STORMWATER POLLUTION PREVENTION

The Contractor is responsible for implementing best management practices (BMP) to prevent storm water pollution.

Preparation of a SWPPP is not required, but, at minimum, Contractor shall implement the following minimum Storm Water Pollution Prevention Best Management Practices:

- a. Build perimeter silt control during construction by one or more of the following methods:
 - i. Silt Fence (CASQA BMP SE-1)
 - ii. Fiber Rolls (CASQA BMP SE-5)
- b. Cover all exposed earth surfaces if left inactive for longer than 14 calendar days, by any combination of tarps, geotextile mats, hydro-mulching, etc.
- c. Perform Street Sweeping and cleanup on a daily basis (CASQA SE-7).
- d. Provide Storm Inlet protection at all existing downstream drainage inlets (CASQA SE-10).
- e. Provide Wind Erosion control, especially when winds in excess of 10 mph are predicted (CASQA WE-1).
- f. Provide Stabilized Construction Entrance/Exit (CASQA TC-1).
- g. Take protective actions during Paving and Grinding Operations (CASQA NS-3).
- h. Perform Vehicle and Equipment Cleaning offsite or per CASQA NS-8.
- i. Perform Vehicle and Equipment Fueling offsite or per CASQA NS-9.
- j. Perform all Vehicle and Equipment Maintenance offsite or per CASQA NS-10.
- k. Comply with the requirements of CASQA WM-1 and WM-2 for Material Delivery and Storage and Material Use.
- l. Comply with the requirements of CASQA WM-3 for Material Stockpile Management.
- m. Perform Spill Prevention and Control as needed (CASQA WM-4).
- n. Perform Solid Waste and Hazardous Waste Management per CASQA WM-5 and WM-6.
- o. Perform Concrete Waste Management per CASQA WM-8.
- p. Perform Sanitary/Septic Waste Management by providing onsite portable toilet facilities (CASQA WM-9).
- q. Cover all exposed earth surfaces prior to completion of project by one or more of the following methods:
 - i. Erosion control mats (CASQA EC-7), 100% coverage.

- ii. Hydroseeding (CASQA EC-4) to achieve 90% germination and growth, including irrigation if during non-rainy months.
- iii. Landscaping mulch (CASQA EC-8), 100% coverage.
- iv. Straw Mulch (CASQA EC-6), 100% coverage – special approval required.

CASQA refers to California Stormwater Quality Association, Stormwater Best Management Practice Handbook.

CASQA BMPs are available on the city website:

<https://www.cityofwoodland.gov/DocumentCenter/View/1083/CASQA-Stormwater-BMPs-PDF>

C-2 ROUGH GRADING AND COMPACTION

All excess materials not used within the project to meet grade requirements shall be loaded, hauled off and disposed of by the contractor.

C-3 PAVEMENT AND CONCRETE REMOVAL

Sawcut existing pavement and concrete on all sides prior to removal; full-depth or as deep as standard blades will reach. Prevent cuttings from entering the city storm drain system or from leaving the immediate area of work. Cleanup and dispose of all cuttings.

Remove and dispose of existing pavement, concrete or similar paving materials at an appropriate offsite disposal facility. Pulverized pavement and concrete can be used as fill in the subgrade or trench backfill areas below the aggregate base in the roadway. Pavement and concrete materials may not be disposed of on adjacent properties.

C-4 ROAD FINISH GRADING

Perform this work upon completion of all underground construction within the new roadway area. Comply with the provisions of Section 2, Subgrade Preparation, Construction Specifications.

SECTION D. TRAFFIC CONTROL

D-1 TRAFFIC CONTROL PLAN

Prepare and submit a Traffic Control Plan for review and approval of the Engineer. Comply with the requirements of the California MUTCD.

Provide flashing arrow signs in advance of all lane closure or lane changes.

Contractor shall bear the cost of all flaggers.

D-2 STREET CLOSURES

a) Street Closures

Partial or full street closures other than those indicated below will not be allowed. Other closures will be considered if Contractor can demonstrate that there is no other practical or logical method of performing the work without incurring significant additional expense.

Road segment lengths listed below are approximate measurements.

- (i) Residential Alley (Elm St to College St, 431')
 - 1. Segment may be closed starting at 7:00 am until 5:00 pm.
- (ii) Dingle Lane (Oak Ave to Residential Alley, 450')
 - 1. Segment may be closed starting at 7:00 am until 5:00 pm.
- (iii) D St (Armfield Ave to Dead End, 366')
 - 1. Segment may be closed starting at 07:00 am until 5:00 pm.
- (iv) Woodland Ave (Freeman St to N College St, 426'); (N Walnut St to Freeman St, 427')
 - 1. No segment closures are permitted.
 - 2. Contractor shall maintain one eleven-foot (11') wide lane in each direction.
- (v) N Cleveland St (Frost Dr to Woodland Ave, 410')
 - 1. No segment closures are permitted.
 - 2. Contractor shall maintain one eleven-foot (11') wide lane in each direction.

- (vi) Clover St (Victory Way to Fifth St, 209')
 - 1. Segment may be closed starting at 7:00 am until 5:00 pm.
- (vii) Palm Ave (Hollister Rd to Keystone Ave, 280')
 - 1. No segment closures are permitted.
 - 2. Contractor shall maintain one eleven-foot (11') wide lane in each direction.
- (viii) W Southwood Dr (Walnut Woods Ct to Willow Way, 315')
 - 1. No segment closures are permitted. Work shall begin after 8:30 am on school days, refer to *Section K*.
 - 2. Contractor shall maintain one eleven-foot (11') wide lane in each direction.

b) Alternate Proposals

The Engineer will consider proposals that reduce the overall traffic impact while meeting the project quality requirements without any increase in contract costs. These proposals may include suggestions to work longer hours or on weekends or at night provided that the lane closures are significantly reduced in duration.

SECTION E. UNDERGROUND CONSTRUCTION

E-1 SUBSURFACE LOCATING OF EXISTING FACILITIES (POTHOLING)

Locate existing underground facilities by excavating to measure vertical and horizontal locations relative to the work. Notify the Engineer of any apparent conflicts with the new work. Make temporary or permanent pavement repairs as appropriate.

E-2 DEWATERING

Groundwater is not expected to be encountered at the excavation depths required for this project. However, if encountered, Contractor shall provide, install and operate pumps, piping, temporary power supply and other associated electrical and mechanical equipment necessary to remove groundwater from the work area. Groundwater may be discharged to the existing storm system during the dry summer months.

E-3 TRENCHING

Refer to Standard Details 0200 series as well as the various Construction Specifications sections relating to each specific type of utility.

SECTION F. HMA PAVEMENT

F-1 HOT MIX ASPHALT

This work includes producing and placing HMA by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture. The work shall comply with Section 4 “Hot Mix Asphalt” of the City's Standard Details and Construction Specifications.

Top or final lift shall be Type A, ½" maximum, medium HMA, PG 64-10.

Lower or base lifts shall be Type A, ¾" maximum, medium HMA, PG 64-10.

Provide a minimum of 4 inches of HMA pavement per City Standard Detail 0210. For roadways classified as a collector or arterial, minimum AC depth shall be a minimum of 6 inches of HMA pavement.

Submit HMA mix designs for City review and approval.

All longitudinal joints shall have a minimum 6” offset from other lifts.

Tack Coat shall be RS-1 paving asphalt applied to vertical surfaces of existing pavement immediately prior to placement of new HMA.

All loads of HMA shall be covered during transport and delivery from the plant to the paving machine.

F-2 STRIPING AND PAVEMENT MARKINGS

All pavement striping and markings damaged during construction operations shall be replaced in kind.

SECTION G. SANITARY SEWER COLLECTION SYSTEM

G-1 GENERAL

The work to improve the City’s Sanitary Sewer Collection System shall comply with Section 10 “Sanitary Sewer Collection System” of the City’s Standard Details and Construction Specifications. Please refer to *Section J* for project specifics.

G-2 QUALITY ASSURANCE

- a) This section contains references to the following documents. They are a part of this section as specified and modified. In the event of a conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.
- b) Unless otherwise specified, references to documents shall mean the documents in effect at the time of design.

Reference	Title
ASTM C923	Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals
ASTM D1784	Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
ASTM D2241	Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
ASTM D2665	Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings
ASTM D3034	Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F679	Standard Specification for Poly(Vinyl Chloride) (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings
UNI-B-6	Recommended Practice for Low-Pressure Air Testing of Installed Sewer Pipe
PPI TR-2	PVC Range Composition Listing of Qualified Ingredients

G-3 MATERIALS

- a) Gravity Sewer Main & Sewer Sanitary Lateral

New improvements to the City’s sewer system shall be made with SDR 26 Polyvinyl Chloride Pipe (PVC). The gravity sewer mains within the City range from six (6”) inches to twelve (12”) inches. The sewer sanitary laterals are typically four (4”) inches, unless otherwise directed by the Engineer.

b) Repair Couplings

Couplings shall be flexible rubber with a stainless steel shear band, attached with 4 stainless steel locking bands and shall be Fernco Strong Back RC 1000 series or approval equal. Solvent-welded SDR 26 adapter brushings may be required when coupling SDR 26 pipes to materials of dissimilar outside diameter. No air-gap shall exist between the outside of the pipe and the inside of the coupling.

c) Warning/Marker Tape

Warning tap shall be placed in all mainline and service trenches on top of the initial backfill zone centered over the pipe. Tape shall be twelve inches (12”) wide, green, plastic (non-detectable) and marked “Caution sewer line below”, or approved equal

G-4 EXCAVATION, TRENCH SECTION AND BACKFILL

a) Excavation, trenching and backfilling for sanitary sewer improvements shall conform to the City Construction Specifications Sections 8 & Section 10 and Standard Details 0200 series, except as amended herein: Nominal size of crushed rock shall be ½-inch or ¾-inch. All rock shall:

- Be angular, crushed stone and have 100 percent of its particles with at least one fractured face on a weight basis when tested for crushed particles per ASTM D5821
- Be clean, hard, sound, durable, uniform in quality, and free of soft, friable, thin, elongated or laminated pieces and disintegrated material.
- Comply with the grading shown in the following table:

Sieve Size	Percentage Passing	
	¾ inch	1/2 inch
1 inch	100	-
¾ inch	90 - 100	100
½ inch	30 - 60	90 - 100
3/8 inch	0 - 5	20 - 55
No. 4	-	0 - 5

- A fabric barrier filter shall be placed between the crush rocks and native or imported materials.

G-5 INSTALLATION

- a) Existing sanitary sewer flows must be accommodated throughout construction. Contractor shall minimize interruption of service and inconvenience to the public. It shall be the Contractor's responsibility to maintain sewer flows through the project site. Contractor shall schedule and coordinate the work to allow operation of the sewer. Refer to *Section H* of the Technical Specifications for detailed wastewater flow control requirements.
- b) Contractor shall reconnect all existing service laterals and intercepted operational sewer mains.
- c) Whenever work is stopped or is left unattended for any reason, the open end of sewer mains and services shall be furnished with caps or stoppers (i.e. plugs). No lubricant shall be used.
- d) Existing manholes shall be protected from debris. Debris or foreign materials that enters the sewer system as a result of construction shall be removed at the Contractor's expense. If the Contractor is unable to properly clean and flush the lines, City crews and equipment will be used at the Contractor's expense.
- e) CCTV is not required.

G-6 CONNECTION TO SANITARY SEWER MAINS AND SERVICES

- a) When connections are to be made to any existing pipe where the actual elevation or position of which cannot be determined without excavation, the Contractor shall excavate for and expose the existing facility before installing improvements. The Engineer shall be provided with adequate notification and opportunity to inspect the existing facility before connection is made. Any adjustments in line or grade which may be necessary to accomplish the intent of the Plans shall be made at no extra cost to the City.
- b) Polyvinyl chloride (PVC) pipe shall be connected to existing mains or services with a repair coupling, including any required adapters or brushings, to provide leak-free and properly graded flow into or out of the existing pipeline.

G-7 CONNECTION TO SANITARY SEWER MANHOLES AND STRUCTURES

- a) Pipe shall be connected to manholes and other structures to provide a leak-free, properly graded flow into or out of the manhole or structure.
- b) Connections to existing manholes and structures shall be made in accordance with the requirements specified herein.
 - For a cored or drilled opening provide a flexible, watertight connection that meets and/or exceeds ASTM C923

Technical Specifications

- For a knockout opening, provide a watertight connection (waterstop or other approved method) meeting the material requirements of ASTM C923 that is securely attached to the pipe with stainless steel bands or other means
- Grout internal joint space in manhole wall with non-shrink grout.

SECTION H. TEMPORARY BYPASS PUMPING AND FLOW CONTROL

H-1 GENERAL

During sanitary sewer improvements and repairs, flow control methods and procedures shall be utilized as necessary. Flow control methods and procedures are to be in accordance with manufacturer's recommendations for proper operation of equipment, application of materials and performance of work, or as directed by Engineer.

Flow control and flow bypassing methods and procedures must result in minimum inconvenience and nuisance to the public and prevent damage to public and private property from flooding, surge or excessive surcharging.

The Contractor shall comply with all safety regulations regarding confined space entry, including continuous air monitoring of the confined space atmosphere, and shall provide all hoists, safety harnesses, protective clothing, gloves, etc., as required to work within confined spaces when installing, maintaining, and demobilizing the bypass pumping system.

Discharging of untreated wastewaters to surface water or drainage courses will not be permitted and is a violation of various state laws, rules and regulations. Except as otherwise permitted, all wastewater facilities will remain in continuous and full operation during construction.

H-2 PLUGGING OR BLOCKING

- a) Plugging or blocking shall be designed and installed to readily control any amount of flow. System shall be capable of releasing sewage flow or reducing flow from full flow to complete shutoff, to permit satisfactory performance of work and tasks.
- b) Plugs used shall be restrained or otherwise protected to prevent the plug from traveling down the sewer line during release or possible failure.
- c) For all plugging operations, the Contractor shall submit a procedure of plugging operations and materials. The Contractor shall submit a schedule of planned blockage days to the City at least 3 working days prior to the first day of blockage.
- d) During the plugging operations, the Contractor shall be responsible for monitoring the manhole where the plug has been inserted and the manholes upstream to determine the level of backed up wastewater. When the stored wastewater has reached 3' below the top of the rim, the Contractor shall slowly bleed off plug pressure and release wastewater flows to prevent surcharging the system upstream. The plug shall be removed in a manner that permits sewer flow to slowly return to normal without surge, surcharging or causing other major disturbances downstream.
- e) Actual available storage capacity in the upstream reaches of the trunk mains cannot be guaranteed. The Contractor shall have acceptable contingency plans in the event that the upstream capacity is consumed more quickly than anticipated. Contractor shall

remove plugs without additional expense to the City if required to prevent backups or overflows upstream of the plug.

- f) Plug Protective Sleeve: The Contractor shall submit a complete plug protective sleeve plan, which shall include:
- Plan showing plug protective sleeve to be installed between the inflatable plug and the host pipe to protect the plug from potential rupture. The sleeve shall be manufactured for the purpose of plug protection in this type of application. The plug protective sleeve shall be Cherne Industries Part Number 301 018 or 301 028 or approved equal.
 - The plan shall indicate restraining or capture devices to prevent the plug and/or sleeve from traveling down the sewer line if the plug fails.
- g) When plugging or blocking is no longer needed for performance and acceptance of work, it shall be removed in a manner that permits sewer flow to slowly return to normal without surge, surcharging or causing other major disturbances downstream.
- In the event that a plug is lost in the sewer system, or any debris or foreign materials enter the sewer system due to Contractor's operations, the Contractor shall retrieve the plug and clean and flush the affected lines and manholes at their expense. If the Contractor is unable to properly clean and flush the lines, City crews and equipment will be used at the Contractor's expense.

H-3 PUMPING AND BYPASS SYSTEM

- a) Provide, install, operate and maintain a bypass system to conduct sewer flows around the work area when flow cannot be controlled by plugging and blocking or when it is necessary to maintain system sewer flow around the work area.
- b) System to be of sufficient capacity to handle existing normal sewer flows plus additional flow that may occur during a rain storm.
- c) Bypass system shall be capable of bypassing the total flow around the work area or of releasing any amount of flow up to full available flow into the work area as necessary for satisfactory performance of the work.
- d) The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The Contractor shall employ the services of a vendor who can demonstrate to the Engineer that he specializes in the design and operation of temporary bypass pumping systems. The vendor shall provide at least five (5) references of projects of a similar type, size and complexity as this project performed by his firm within the past three years. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

- e) Sewage spills will not be permitted. In order to prevent the accidental spillage of flows all exposed discharge piping systems installed on the ground surface for temporary bypass pumps shall be constructed of either rigid pipe with positive, restrained joints, or hard suction hoses with flanged couplings and driveway ramps at all existing driveways. The use of flexible lay-flat hoses (or other means and methods) is acceptable provided the contractor can demonstrate to the Engineer that capacity can meet the required sewer flows. Under no circumstances will aluminum “irrigation” type piping or glued PVC pipe be allowed for exposed piping systems. Discharge hose will only be allowed in short sections and by specific permission from the Engineer.

SECTION I. PAVEMENT MARKERS AND MARKINGS

I-1 GENERAL

During pavement marking and marker placement removal and placement operations, traffic shall be controlled with lane closures in accordance with the approved Traffic Control Plan.

The Contractor shall notify the City at least 48 hours prior to removal of any pavement markings. The Contractor will be required to make contact with the inspector each day prior to beginning work.

The Contractor shall notify the City a minimum of 48 hours in advance of the layout and “cat-tracking” of all permanent markers and markings.

I-2 REMOVAL OF PAVEMENT STRIPING, MARKINGS AND MARKERS

All existing painted or thermoplastic traffic stripes and pavement markings shall be removed prior to surfacing operations within areas to receive microsurfacing, other seal coat materials or HMA overlay. Removal of existing thermoplastic markings shall be by grinding. Sandblasting is not allowed.

All pavement markings and markers shall be removed the same day surfacing is to occur. If markings and markers are allowed to be removed in advance of surfacing operations, the Contractor shall install temporary pavement delineation.

The Contractor shall clean and sweep roadways and on-site paved areas to eliminate all materials generated by or involved with removal operations. All materials shall be removed from the roadway prior to the end of each working day or as directed by the inspector. The Contractor shall not wash down the streets with water.

I-3 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in accordance with the provisions in Section 12 “Temporary Traffic Control”, Caltrans Specifications. Comply with the provisions of California Manual on Uniform Traffic Control Devices (MUTCD). Contractor shall install temporary striping immediately prior to opening to traffic. The Engineer reserves the right to install temporary pavement delineation at the Contractor’s expense if not installed within a 24 hour period of time.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineations shall be placed prior to the opening of the traveled way to public traffic. Lane line and centerline delineations shall be provided at all times for traveled ways open to public traffic. Crosswalks and stop bars at intersections shall be delineated prior to opening the roadway to public traffic.

All work necessary to establish satisfactory lines for temporary pavement delineation shall be performed by the Contractor. For pavement markings, temporary delineation shall be placed eighteen (18) inches in back of the permanent marking locations. Surfaces upon which temporary

pavement delineation is to be applied shall be cleaned of all dirt and loose materials and dry when the delineation is applied.

Temporary pavement delineation shall be maintained until replaced with permanent pavement delineation. Temporary delineation will be removed as soon as the permanent pavement delineation is placed, or when no longer required. Remove all temporary delineation when no longer needed for traffic control.

Use temporary reflective raised pavement marker such as “Chip Seal Marker,” as distributed by MV Plastics, Inc., 533 W. Collings Avenue, Orange, CA (714) 532-1522, or approved equal.

Temporary reflective raised pavement markers will be placed in accordance with the manufacturer’s instructions. Temporary reflective raised pavement markers shall be cemented to the surfacing with the adhesive recommended by the manufacturer. Do not use epoxy adhesives to affix temporary reflective raised pavement markers.

I-4 PAVEMENT MARKINGS

All markings shall be thermoplastic per the City of Woodland Standard Specifications and shall conform to the provisions in Section 84-1, “General”, Section 84-2, “Thermoplastic Traffic Stripes and Pavement Markings” of the Caltrans Specifications and Section 16 of the Woodland Construction Specifications. Use paint at the locations indicated on the Plans.

Pavement markings shall be replaced in their pre-construction configurations unless specified otherwise on the Plans. Pavement marking obliterated by construction activities, shall be replaced by thermoplastic. Stop bars shall be installed at all locations where stop signs exist.

Surfaces to be marked shall be thoroughly cleaned, free from any loose material and dry. Engineer will review and approve preparation before beginning placement. Provide temporary layout markings (“cat-tracking”) for all markings. Engineer will review and approve marking layout prior to placement operations.

Stop limit lines shall be installed four (4) feet behind the extension of the curb faces of the intersecting street or before the ADA ramp, if one exists.

No permanent markings shall be installed for seven (7) calendar days after the street has been surfaced, not including the day of application. This period of time has been established to allow the materials to cure. Permanent striping is to be installed between the eighth (8th) and thirteenth (13th) calendar days. Complete all permanent pavement marking work by the fourteenth (14th) calendar day following the placement of materials on each street.

I-5 PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 85, “Pavement Markers” of the Caltrans Specifications and Section 16 of the Woodland Construction Specifications. Markers shall be reinstalled in their pre-construction location and as described in the Plans and Specifications.

Install a blue Type B reflective marker in the street opposite each fire hydrant. Place the marker in the street, perpendicular to the street centerline, opposite the fire hydrant, offset two (2) feet from the center of the street toward the hydrant.

When a bituminous adhesive is used for pavement marker replacement, traffic control during placement operations shall conform to the requirements set forth by these specifications.

No permanent markers shall be installed for seven (7) calendar days after the street has been surfaced, not including the day of application. This period of time has been established to allow the materials to cure.

Permanent markers are to be installed between the eighth (8th) and thirteenth (13th) calendar days following surfacing operations. Complete all permanent pavement marker work by the fourteenth (14th) days following the placement of materials on each street.

SECTION J. PROJECT DETAILS

J-1 ABBREVIATIONS

- (i) MH – manhole
- (ii) SSL – sanitary sewer lateral
- (iii) VCP – vitrified clay pipe

J-2 PROJECT SITE AND REPAIR DESCRIPTION

This subsection outlines the repair work for each bid item and alternate. The lengths for the repairs are estimates, to be used solely for bidding purposes. The City shall mark the boundaries of each repair with green paint prior to construction. The Contractor shall take all necessary field measurements at the project sites prior to ordering materials. For visuals of the defects and their corresponding locations within the City, please refer to *Attachment 1* and *Attachment 2*, available on the City's bid portal (Public Purchase).

(i) Bid Item #5 - Dingle Lane Repair (A)

The sewer main is 6 inches in diameter and approximately 5.6 feet deep at the repair site. The Dingle Lane Repair (A) shall repair a break between the 3 o'clock and 9 o'clock positions, approximately 6 feet from the upstream MH (SMH501). The Contractor may access the repair site from Oak Ave.

The Contractor shall replace approximately 3 feet of the main.

(ii) Bid Item #6 – Dingle Lane Repair (B)

The sewer main is 6 inches in diameter and approximately 5.9 feet deep at the repair site. The Dingle Lane Repair (B) shall repair a break at the 7 o'clock position, approximately 124.5 feet from the upstream MH (SMH501). It shall also repair the circumferential break approximately 2 feet downstream. The Contractor may access the repair site from Oak Ave.

The Contractor shall replace approximately 5 feet of the main.

(iii) Bid Item #7 – D Repair

The sewer main is 8 inches in diameter and is approximately 5 feet deep at the repair site. The D St Repair shall repair the break at the drop in the wye, approximately 24.6 feet from the downstream MH (SMH981). The Contractor may access the repair site from Armfield Ave.

The Contractor shall install new 8" x 4" wye and reconnect to the existing SSL and main.

(iv) Bid Item #8 – Woodland Ave Repair (A)

The sewer main is 8 inches in diameter and is approximately 5 feet deep at the repair site. The Woodland Ave Repair (A) shall repair a break in the flowline, approximately 304 feet from the downstream MH (SMH998). It also shall repair a spiral fracture slightly 3 feet upstream. The repair site is located between Freeman St and N College St.

The Contractor shall replace approximately 4 feet of the main.

(v) Bid Item #9 – N Cleveland St Repair

The sewer main is 8 inches in diameter and is approximately 8.4 feet deep at the repair site. The N Cleveland St Repair shall repair a break at the 2 o'clock to 5 o'clock positions. The repair site is located between Frost Dr and Woodland Ave, approximately 362 feet north from the downstream MH (SMH773) at the intersection of Frost and N Cleveland.

The Contractor shall replace approximately 3 feet of the main.

(vi) Bid Item#10 – Clover St Repair

The sewer main is 6 inches in diameter and is approximately 6.6 feet deep at the repair site. The Clover St Repair shall repair a break between 6 o'clock and 8 o'clock, approximately 60 feet from the upstream MH (SMH617). The repair site is also located between Victory Way and Fifth St.

The Contractor shall replace approximately 3 feet of main.

(vii) Alt-1 – W Southwood Dr Repair

The sewer main is 8 inches in diameter and is approximately 11.6 feet deep at the repair site. The W Southwood Dr Repair shall replace a defective wye, approximately 265 feet from the upstream MH (SMH1590). The repair is also located between Walnut Wood Ct and Willow Way.

The Contractor shall replace approximately 4 feet of main and install an 8" x 8" wye.

(viii) Alt-2 – Palm Ave Repair

The sewer main is 6 inches in diameter and is approximately 4.4 feet deep at the repair site. The Palm Ave Repair shall repair an offset at the drop,

approximately 132.5 feet from the upstream MH (SMH757). The repair site is also located between Hollister Rd and Keystone Ave.

The Contractor shall install new 8" x 4" wye and reconnect to the existing SSL and main.

(ix) Alt-3 – Woodland Ave Repair (B)

The sewer main is 8 inches in diameter and is approximately 4.3 feet at the repair site. The Woodland Ave Repair (B) shall repair an intruding tap and breaks shortly after it downstream. The repair site is located between N Walnut St and Freeman St, approximately 227 feet from the upstream MH (SMH790).

The Contractor shall replace the intruding tap with a new 8" x 4" wye and approximately 5 feet of the main.

(x) Alt-4 – Woodland Ave Repair (C)

The sewer main is 8 inches in diameter and is approximately 4 feet deep at the repair site. The Woodland Ave Repair (C) shall repair an intruding tap and breaks stemming from it. The repair site is located in between N Walnut St and Freeman St, approximately 159 feet from the upstream MH (SMH790).

The Contractor shall replace the intruding tap with a new 8" x 4" wye and approximately 4 feet of the main.

SECTION K. WJUSD (LOCAL SCHOOLS) SCHEDULES

Contractor shall be aware of schedules and calendars of nearby WJUSD school (e.g. Whitehead Elementary School). At the time of actual work, refer to each school's website for updated bell schedules and to <https://www.wjUSD.org/District/About-WJUSD/Calendar/School-Year-Calendar/> for updated calendars. The current school year calendar is shown below.

SCHOOL YEAR CALENDAR

FIRST/LAST DAY	STUDENT ATTENDANCE DAY
LEGAL HOLIDAY	LOCAL HOLIDAY
TEACHER WORK/GRADING	CONFERENCE DAY
NEW TEACHER WORK DAY	9-12 FINALS/MINIMUM DAY
RECESS DAY	MINIMUM DAY



2025-2026

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6 7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6 7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
						1 2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

PARENT KEY

First Day of School: August 13

Last Day of School: June 5

Holidays/Recess Days (No School):

- September 1 - Labor Day
- November 11 - Veterans' Day
- November 24-28 - Thanksgiving Break
- December 22-January 9 - Winter Break
- January 19 - Martin Luther King's Birthday
- February 9 - Lincoln's Birthday
- February 16 - Presidents' Day
- March 6 - Recess Day
- April 6-10 - Spring Break
- May 25 - Memorial Day

Grades K-6 Conferences (Minimum Days):

- November 17-21
- March 9-13

Grades 7-8 Conferences (Minimum Days):

- October 8-9
- January 28-29

High School Finals (Minimum Days):

- December 16-19
- June 2-5

STAFF KEY

Other Minimum Days:

- October 17
- December 19
- April 3
- June 5

Teacher Work/Grading Day:

- November 10
- December 22