

City of Calimesa, California



**Contract Documents
For
Construction of
Creekside Park Project**

8/30/18

Prepared By:

**TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507**

for:

The City of Calimesa
Public Works Department
908 Park Ave
Calimesa, CA 92320
(909)795 9801

A handwritten signature in cursive script, reading 'Lori J. Askew', is written over a horizontal line.

Lori J. Askew, Director of Public Works

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NOTICE INVITING SEALED BIDS
FOR
CREEKSIDE PARK PROJECT
BID NO. 2018-02
IN THE CITY OF CALIMESA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Calimesa as CITY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk, 908 Park Avenue, Calimesa, California 92320, up to the hour of **2:00 p.m., Tuesday, October 2, 2018**, at which time they will be publicly opened and read in the Norton Younglove Multipurpose Senior Center.

All work must be completed within **20 (twenty)** working days after the date of authorization specified in the Notice to Proceed and to diligently prosecute said work, including corrective items of work, day to day thereafter, except as adjusted by subsequent Contract Change Orders.

Paper copies of the contract documents (plans and specifications) may be obtained at Calimesa City Hall, 908 Park, Calimesa, California, 92320, telephone (909) 795-9801, upon payment of a \$15.00 nonrefundable fee, if picked up, or payment of a \$20.00 nonrefundable fee, if requested by mail. Digital plans and specifications may be obtained from the City at no cost by emailing a request to: laskew@cityofcalimesa.net. **Prospective bidders shall either purchase or obtain digital plans and specifications from the City so as to be included on a bidder's list in the event addenda are issued.** If plans and specifications are obtained from bid rooms or other sources, it is the bidder's responsibility to obtain any and all addenda issued and the City will not be held responsible for missing addenda.

The successful Bidder shall perform, with its own organization, Contract work amounting to at least fifty percent of (50%) of the Contract bid items. However, any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" may be deducted from the Contract items before computing the amount of work required to be performed by the Contractor.

Pursuant to Section 1773 of the Labor Code, the State prevailing wage rates for this contract will be determined by the Director of the California Department of Industrial Relations (DIR) and are online at <http://www.dir.ca.gov/DLSR/PWD> but not printed in the Specifications. In addition, the bidder's attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990. The CITY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

For any conflict of Interest in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would involve.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the CITY for an amount no less than 10 percent of the amount bid.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a State Contractor's License, Class A, at the time this contract is awarded. The successful Contractor and his subcontractors will be required to possess business licenses from the City of Calimesa and register as required by SB-854 with the Department of Industrial Relations as a Contractor or Subcontractor involved with Public Works Projects.

The CITY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 60 days.

For technical information relating to the details of the proposed project and bidding requirements, please contact Lori Askew, Public Works Director, at (909) 795-9801.

BY ORDER OF THE CITY OF CALIMESA, CALIFORNIA

 Date: 9/5/2018

Darlene Gerdes
City Clerk
City of Calimesa

INSTRUCTIONS TO BIDDERS

AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project Contract Documents which may be obtained from the City as indicated in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: **Prospective Bidders who choose to review the Contract Documents at a plan room shall contact the City to obtain the required Contract Documents if they decide to submit a Bid for the Project.**

EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the Bidding period, and for informing itself with respect to local labor availability, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the CITY. The use of substitute Bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR TYPEWRITER IS REQUIRED.** The CITY will not consider any proposal not meeting these requirements and deviations in the Bid form may result in the Bid being deemed non-responsive.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the CITY in the amount not less than 10 percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the CITY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID: **CREEKSIDE PARK PROJECT, BID NO. 2018-02** IN THE CITY OF CALIMESA - DO NOT OPEN WITH REGULAR MAIL." Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY'S designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY'S designated official prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic communication requesting a proposal modification or a withdrawal of a submitted proposal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code; and who do not possess a State Contractor's License, Class A, or are not registered as required by SB-854 with the Department of Industrial Relations as a Contractor or Subcontractor involved with Public Works Projects at the time of bid submittal.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or

assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the CITY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the CITY prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing sufficient time for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the CITY.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other Contract Documents related thereto, and to full compliance with the regulations and the conditions stated within said Plans, Specifications, and related Contract Documents.

Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et seq. for each craft, classification, or type of workman required as set forth by the Director of Industrial Relations of the State of California.

AWARD OF CONTRACT

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City will award the contract. The award of contract, if made, will be to the lowest responsible bidder as determined solely by the CITY, **based upon the Total for Base Bid Schedule**. The Add Alternate Bid Total will be awarded at the discretion of the City. Additionally, the CITY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 60 days, all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the Engineer's Estimate prepared by or under the direction of the City Engineer of the City of Calimesa.

EXECUTION OF CONTRACT

The bidder to whom award is made shall execute a written contract with the City on the form of agreement provided, shall secure all insurance and shall furnish all certificates and bond required by the Specifications. These will be required to be submitted prior to the Notice of Award. These shall be in accordance with the provisions hereof and shall be provided within ten working days from the mailing of the Notice of Intent of Award from the City to the bidder, according to the address given by him, of the acceptance of his proposal. Failure or refusal to

enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranties shall be likewise forfeited to the City.

PROPOSAL
FOR
CREEKSIDE PARK PROJECT
BID NO. 2018-02
IN THE CITY OF CALIMESA

TO THE CITY OF CALIMESA, as CITY

In accordance with CITY'S Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above-stated project as set forth in the Plans, Specifications and Contract Documents related thereto, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders and all other Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump-sum prices set forth in the following Bid Schedule signed by the Bidder or the Bidder's representative. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the guarantee or surety bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. **THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND/OR TO DELETE ANY ITEM FROM THE CONTRACT.** It is agreed that the unit and/or lump-sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10-working days after the date of the CITY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the CITY and this bid and the acceptance hereof may, at the CITY'S option, be considered null and void.

BID SCHEDULE
FOR
CREEKIDE PARK PROJECT
BID NO. 2018-02
IN THE CITY OF CALIMESA

BIDDER: _____
 (Company Name)

Base Bid Schedule

ITEM No.	DESCRIPTION OF CONSTRUCTION ITEMS	QTY	UNIT	UNIT COST	TOTAL
1	MOBILIZATION/ DEMOBILIZATION	1	LS		
2	WATER POLLUTION CONTROL PLAN, BEST MANAGEMENT PRACTICE AND NPDES REQUIREMENTS	1	LS		
3	CLEARING AND GRUBBING	1	LS		
4	UNCLASSIFIED FILL	90	CF		
5	CONSTRUCT STABILIZED DECOMPOSED GRANITE (3" MIN.)	2,000	SF		
6	CONSTRUCT HEADER	1,000	LF		

TOTAL FOR BASE BID SCHEDULE

(ITEMS 1 THROUGH 6) _____
 (WORDS)

\$ _____
 (FIGURES)

Additive Alternate Bid Schedule

ITEM No.	DESCRIPTION OF CONSTRUCTION ITEM	QTY	UNIT	UNIT COST	TOTAL
7A	Install Pre-Purchased Exercise Equipment	1	LS		

TOTAL FOR ADD ALTERNATE BID SCHEDULE

(ITEMS 7A) _____
 (WORDS)

\$ _____
 (FIGURES)

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost if any, or such revisions have been included in the TOTAL BID of the Bidding Schedule (s).

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

Name of Bidder _____

Address _____

State License No. _____ Telephone No. _____

By: _____
Signature

Title

Date the _____ day of _____, _____

REFERENCES

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed similar work within the past 2 years:

1. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

2. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

3. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venturer are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all aforementioned principals this ____ day of _____, 20____.

BIDDER

Subscribed and sworn to this ____ day of _____, 20 _____.

NOTARY PUBLIC _____

**PROPOSAL GUARANTEE
BID BOND**

FOR
**CREEKSIDE PARK PROJECT
BID NO. 2018-02**
IN THE CITY OF CALIMESA

KNOW ALL MEN BY THESE PRESENTS that _____, as BIDDER, and _____, as SURETY, are held and firmly bound unto the City of Calimesa, as CITY, in the penal sum of _____ Dollars (\$_____), which is 10 percent of the total amount bid by BIDDER to CITY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to CITY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20____.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this ____ day of _____, 20____.

NOTARY PUBLIC _____

* Provide BIDDER/SURETY name, address, and telephone number and the name, title, address, and telephone number for authorized representative.

(SEAL AND NOTORIAL ACKNOWLEDGMENT OF SURETY)

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

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

Yes _____ No _____

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

Note: This questionnaire constitutes a part of the Proposal, and the signature portion of the Proposal shall constitute signature of this questionnaire

**CITY OF CALIMESA
BIDDER INFORMATION SHEET**

FOR
**CREEKSIDE PARK PROJECT
BID NO. 2018-02**
IN THE CITY OF CALIMESA

Bid Opening Date: September 20, 2018

Project Title: **CREEKSIDE PARK PROJECT**

UDBE Goal for Contract (if any): **None**

The following information is requested for all contractors who provide a bid, proposal, or quote, or who are contacted by the proposed prime contractor. If you are the apparent low bidder (or the second or third low bidder), the information should be submitted within four business days of the bid opening date. *Information provided will be held in confidence.*

Firm Name: _____

Address: _____

Contractor's License Number and Class: _____

Telephone: _____ Facsimile: _____

Years in Business: _____ Is the firm currently certified as a DBE? Yes No

→ If yes, indicate certification status: Black American Asian-Pacific Islander
 Native American Woman
 Hispanic American Sub-continent Asian American

and DBE Certification No.: _____

Contract items or description of work: _____

Dollar Amount of items bid on (this contract): _____

Gross Annual Receipts (last year):*

- Less than \$1 million
- \$1million - \$5 million
- \$5 million - \$10 million
- \$10 million-\$15 million
- Over \$15 million

(Please duplicate this form and provide information on all bidders.)

THE CITY OF CALIMESA THANKS YOU FOR YOUR ASSISTANCE.

**This information is requested pursuant to Federal law.*

**CITY OF CALIMESA
CONTRACT AGREEMENT**

**FOR
CREEKSIDE PARK PROJECT
BID NO. 2018-02
IN THE CITY OF CALIMESA**

This Contract Agreement is made and entered into for the above-stated project this _____ day of _____, 20____, BY AND BETWEEN the City of Calimesa, as CITY, and _____, as CONTRACTOR, Inc., as known herein as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the California State Labor Code requiring 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 certifies compliance with such provisions. Contractor further acknowledges the provisions of the California State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend, and hold harmless CITY and all of its officers and agents from any claims, demand or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20__.

CONTRACTOR: _____

(Title)

Contractor's License No. _____ Class _____

CITY Business License No. _____

Federal Tax Identification No. _____

Subscribed and sworn to this ____ day of _____, 20__ .

NOTARY PUBLIC _____

CITY: _____, Date: _____

Mayor of the City of Calimesa

Attested _____, Date: _____

City Clerk of the City of Calimesa

Approved as to form _____, Date: _____

City Attorney of the City of Calimesa

FAITHFUL PERFORMANCE BOND

FOR
CREEKSIDE PARK PROJECT
BID NO. 2018-02
IN THE CITY OF CALIMESA

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of Calimesa, as CITY, in the penal sum of _____ Dollars (\$_____), which is 100 percent of the total contract amount for the above-stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, and firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with CITY for the above-stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this ____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.

MATERIAL AND LABOR BOND

FOR
CREEKSIDE PARK PROJECT
BID NO. 2018-02
IN THE CITY OF CALIMESA

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR, and _____, as SURETY, are held firmly bound unto the City of Calimesa, as CITY, in the penal sum of _____ Dollars (\$_____), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, and firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with CITY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the California State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the California State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this ___ day of _____, 20__.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address, and telephone number and the name, title, address, and telephone number for authorized representative.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Calimesa prior to performing any work on this contract:

I am aware of the provisions of Section 3700 of the California Labor Code 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 shall comply with such provisions before commencing the performance of the work of this contract.

Contractor

By _____

Title

Date

GENERAL PROVISIONS
FOR
CREEKSIDE PARK PROJECT
BID NO. 2018-02
IN THE CITY OF CALIMESA

A. SCOPE OF WORK

The work to be done will consist of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and contract documents. The general items of work may include clearing, grubbing, grading, removal of native material, construction of stabilized decomposed granite trail with header board as required to construct the required improvements and all items not mentioned but indicated in the Plans, Specifications, and the Special Provisions within the Contract Documents.

B. LOCATION OF WORK

The general locations and limits of the work are as follows: Within the City of Calimesa, California, within, Creekside Park located at 950 7th Place.

C. TIME FOR COMPLETION

The Contractor shall complete all work in every detail, including Add Alternative Item if determined to be awarded, within 20 (twenty) working days after the date in the Notice to Proceed with the Work.

D. NOTIFICATION

The Contractor shall notify the engineering staff at the City of Calimesa and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF CALIMESA – CITY ENGINEER (909) 795-9801
Attention: Mr. Michael Thornton

CITY OF CALIMESA – PUBLIC WORKS DIRECTOR (909) 795-9801
Attention: Ms. Lori Askew

SOUTHERN CALIFORNIA EDISON (909) 307-6779
Attention: Mr. Christine Girod

THE GAS COMPANY (909) 335-7772
Attention: Mr. Devery Jennings

VERIZON	(909) 748-6663
Attention: Mr. Bret Plasky	
TIME WARNER	(909) 975-3349
Attention: Mr. Stuart King	
YUCAIPA VALLEY WATER DISTRICT	(909) 797-5118
Attention: Mr. Ray Jure	
SOUTH MESA WATER COMPANY	(909) 795-2401
Attention: Mr. Dave Armstrong	
UNDERGROUND SERVICE ALERT	811

E. EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the County Sheriff's Department or the City Police Department prior to beginning work.

F. STANDARD SPECIFICATIONS

The project provisions applicable to this contract shall be those set forth in California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), and 2007 California Electrical Code (CEC) & City Ordinance, the 2005 California Energy Standards and the Standard Specifications for Public Works Construction, 2015 edition, including all supplements, published by Building News, Inc., 1612 South Clementine Street, Anaheim, California 92802, hereinafter referred to as "Standard Specifications." The Standard Specifications are referred to and by this reference are made a part hereof as though set forth at length. The Contractor is required to comply with the Standard Specifications in addition to the conditions set forth in these General Provisions and Special Provisions.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options, or additions are called out.

G. LEGAL RELATIONS AND RESPONSIBILITY TO THE CITY

1 – Laws to be Observed

The Contractor shall keep himself or herself fully informed on all existing and pending State and national laws and all municipal ordinances and regulations of

the City, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor shall particularly observe all ordinances of the City in relations to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

2 - Social Security Requirements

The Contractor shall furnish to the City satisfactory evidence that he and all subcontractors working for him are complying with all requirements of the Federal and State Social Security legislation. The Contractor, at any time on request, shall satisfy the City that the Social Security and Withholding taxes are being properly reported and paid.

3 – Prevailing Wages, Federal Wages, Davis Bacon

This is a federally-assisted construction project. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

The contractor's duty to pay state prevailing wages can be found under Labor Code Section 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

Conflict of Interest: In the procurement of construction, the conflict of interest provisions in (State LCA – 24CFR 85.36 and Non-Profit Organizations – 24 CFR 84.4), OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general Federal wages, Davis-Bacon applicable to the work to be done under contract for public improvement. The Contractor will be required to pay to all those employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1 and 1776."

4 - Penalties

The Contractor shall comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

5 - Working Hours

The Contractor shall forfeit, as penalty to the City, the sum of twenty-five (\$25.00) dollars for each worker employed in the execution of the contract by Contractor or by any subcontractor under him for each calendar day during which such worker is required or permitted to work more than forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 1 of the Labor Code (Section 1810 et. seq.)

6 - Apprentices

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor. It shall be Contractor's responsibility to ensure that all persons shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7 - Registration of Contractors

Only a Contractor or Subcontractor licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code and as required by SB-854 with the Department of Industrial Relations shall be permitted to enter into a contract with the City for any public improvements.

8 - Permits and Licenses

The Contractor shall procure all permits and licenses, (including a Calimesa business license), pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

9 - Patents

The Contractor shall assume all responsibility arising from the use of any patented, or allegedly patented materials, equipment, devices or processes used on or incorporated in the work, and shall defend, indemnify, and hold harmless the City, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

10 - Indemnity

The Contractor agrees to indemnify and hold harmless the City and others and to waive subrogation as set forth in the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution executed concurrently herewith, a copy of which is attached hereto and incorporated herein by this reference.

11 - Notice

The address given in the Contractor's proposal is the place to which all notices to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice shall be deemed sufficient service thereof upon the Contractor, and the date of that service shall be the date of such mailing or delivery. Such address may be changed at any time by written notice signed by the Contractor and delivered to the Director of Public Works.

12 - Contractor's Responsibility for Work

Until the final acceptance of the work by the City, by written action of the Director of Public Works or his authorized representative, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the work by the action of the elements or any other cause.

The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence of willful misconduct of the City, its officers, agents or employees. In the case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the protection of work already completed and shall properly store and protect them if necessary

and shall provide suitable drainage and erect temporary structures where necessary.

13 - Maintenance and Guarantee

(a) The Contractor hereby guarantees that the entire work constructed by Contractor under the contract will meet fully all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make at Contractor's own expense any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of the City's acceptance of the entire project, which is when the City Council directs staff to file a Notice of Completion, and to restore to full compliance with the requirements of these specifications, including any test requirements set forth herein for any part of the project or work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Director of Public Works. The Contractor and Contractor's sureties shall be liable to the City for the cost thereof.

(b) The guarantees and agreements set forth in subsection (a) shall be secured by a surety bond which shall be delivered by the Contractor to the City before the City's acceptance of the project. Said bond shall be in the form approved by the City Attorney and executed by a surety company or companies admitted in the State of California and satisfactory to the City, in the amount of 100 percent of the contract. Said bond shall remain in force for a period of one (1) year after the date that the City accepts the project. Alternatively, the Contractor may provide for the Faithful Performance Bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period. If the Contractor wishes to pursue the option of extending the Faithful Performance Bond for an additional one (1) year period in lieu of a separate surety bond, the Contractor shall provide written evidence from the surety of such Faithful Performance Bond extension before the City's acceptance of the project. Delivery of the one-year surety bond or proof of Faithful Performance Bond extension shall be a condition precedent to the City Council's approval of the Notice of Completion.

14 - Cooperation

The Contractor is hereby notified that additional work within the work site may be scheduled during the course of this contract.

The Contractor shall cooperate with these and other projects in accordance with Sections 5-6 and 7-7 of the Standard Specifications.

Compensation for compliance shall be included in the various items of work, and no additional compensation shall be allowed therefor.

H. PROSECUTION AND PROGRESS OF THE WORK

1 - Work Schedule

Prior to the Notice to Proceed, the Contractor shall submit a work schedule to the Director of Public Works or his authorized representative for approval. Said schedule must show the dates of the expected start and completion of the various items of the contract work. The final schedule will be used as a controlling document throughout the construction period.

2 - Subletting and Assignment

The Contractor shall give Contractor's personal attention to the fulfillment of the contract and shall keep the work under Contractor's control. The Contractor shall not assign, transfer nor sublet any part of the work without the written consent of the City by the Director of Public Works or his authorized representative and of the surety of the Contractor's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with the Director of Public Works. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of Contractor's liabilities under the contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the Contractor, their work being subject to the provisions of the contract and the specifications. Should any subcontractor fail to perform the work undertaken by him to the satisfaction of the Director of Public Works or his authorized representative, said subcontractor shall be removed immediately from the project upon request by the Director of Public Works or his authorized representative, shall not again be employed on the work, and the Contractor shall be held liable for the deficient work.

The Contractor shall submit to the City a list with the names, addresses and telephone numbers of all subcontractors who will work under Contractor.

3 - Character of Workers

The Contractor shall employ none but competent foremen, laborers and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the Contractor who is intemperate, incompetent, troublesome or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be removed from jobsite immediately and such person shall not again be employed on the work.

4 - Agents or Foreman

In the absence of the Contractor from the site of the project, even if such is only of a temporary duration, Contractor must provide and leave at the site a competent and reliable English-speaking agent or foreman in charge. All notices, communications, orders or instructions given, sent to, or served upon, such agent or foreman by the Director of Public Works or authorized representative shall be considered as having been served upon the Contractor.

5 - Temporary Stoppage of Construction Activities

The Director of Public Works or authorized representative shall have the authority to suspend the contract work, wholly or in part, for such a period of time as the Director may deem necessary, due to unsuitable weather, or to such other conditions as the Director considers unfavorable for the proper prosecution of the work, or for such time as the Director may deem necessary due to failure on the part of the Contractor or Contractor's workers to carry out orders or to perform any of the requirements of the contract. The Contractor shall immediately comply with such an order from the Director of Public Works or his authorized representative and shall not resume operations until so ordered in writing.

6 - Time of Completion and Liquidated Damages

If all the contract work is not completed in all parts and requirements within the time specified in the contract documents, the City shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the City. The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors, of subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, delays of subcontractors due to such causes, or work suspensions directed by the Director of Public Works or his authorized representative provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay, if any, and the finding thereon shall be final and conclusive. If the City deems it appropriate to assess the contractor liquidated damages, such damages shall be in the amount specified in this bid documents.

7 - Suspension of Contract

If at any time, in the opinion of the Director of Public Works or authorized representative, the Contractor fails to supply an adequate working force, manufactured articles, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in any by the terms of the contract, notice thereof in writing will be served upon Contractor, and should Contractor neglect or refuse to provide means for a

satisfactory compliance with the contract within the time specified in said notice and as directed by the Director of Public Works or his authorized representative, the Director of Public Works or his authorized representative shall have the power to suspend the operation of the contract and discontinue all work or any part thereof, subject to review by the City Council. Thereupon the Contractor shall discontinue such work, or such part thereof as the City may designate, and the City may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor, and for such completion the City itself or its Contractors may take possession of and use, or cause to be used in the completion of the work, or any part thereof, any such materials, implements and tools of every description as may be found at the place of such work. All expenses charged under this paragraph shall be deducted and paid for by the City out of any moneys then due or to become due the Contractor under the contract, or any part thereof, and in such accounting the City shall not be held to obtain the lowest figure for the work for completing the contract, or any part thereof, or for ensuring its proper completion, but all sums paid therefor shall be charged to the Contractor. In case the expenses so charged are less than sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the amount payable under the contract, then the Contractor shall pay the amount of the excess to the City, upon completion of the work, without further demand being made therefor. In the determination of the question as to whether or not there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

I. MEASUREMENT AND PAYMENT

1 - Measurement and Payment

Measure of the quantities of work and payments therefore shall be in accordance with Section 9 of the Standard Specifications. In accordance with Subsection 9-3.2 of the Standard Specifications, the monthly payment date shall be the last calendar day of each month. A measurement of work performed and a progress estimate of the value thereof based on the contract and of the monthly payment shall be prepared by the Contractor and submitted to the Director of Public Works or his authorized representative before the tenth day of the following month for verification and payment consideration.

2 - Final Invoice and Payment

Whenever in the opinion of the Director of Public Works or authorized representative, the Contractor shall have completely performed the contract; the Director of Public Works shall notify the City Clerk that the contract has been completed in its entirety. The Contractor shall then submit to the Director of Public Works or his authorized representative for approval, a written statement of the final

quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Director of Public Works or his authorized representative shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Director of Public Works or his authorized representative's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less 5 percent (5 percent) of the total work done. After receipt of a one-year warranty bond in accordance with the requirements herein, the Director of Public Works shall then request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City in the office of the Riverside County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor.

On the expiration of thirty-five (35) days after the date of recording the Notice of Completion, the City shall pay to the Contractor the amount remaining after deducting from the amount of value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the Faithful Performance Bond and Labor and Material Bond.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner as provided in California Public Contract Code Section 22300. No such substitution shall be accepted until all documents related to such substitution are reviewed and found acceptable by the Owner's attorney.

3 - Extra Work

Extra work, when ordered in writing by the Director of Public Works or his authorized representative and accepted by the Contractor, shall be paid for underwritten work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon between the Contractor and the Director of Public Works or his authorized representative. All extra work shall be adjusted daily upon report sheets prepared for the Director of Public Works or his authorized representative, furnished by the Contractor, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

The first sentence of Subsection 3-3.2.2.2 Basis for Establishing Costs, (a) Labor, of the Standard Specifications, is hereby deleted and replaced with the following:

The costs of labor will be the actual cost of wages of workers performing the extra work at the time the extra work is done, plus the applicable labor surcharge as set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished, as well as assessments or benefits required by lawful collective bargaining agreements.

4 - Unpaid Claims

If upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by the Code of Civil Procedure of the State of California, any person or persons claiming to have performed any labor or furnished any materials, supplies or services towards the performance of completion of this contract or if they have agreed to do so, shall file with the City a verified statement of such claim, or if any person shall bring against the City or any of its agents any action to enforce such claim, the City shall until the discharge thereof, withhold from the moneys that are under its control, as much as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the cost thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by the Code of Civil Procedure in a penal sum equal to one and one-quarter times the amount of said claim, said money shall not thereafter be withheld on account of such claim.

5 – Acceptance

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty here in above. The Contractor agrees that payment of the amount due under the contract and the adjustments and payments due for any work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of work performed under the contract or any alteration thereof.

J. CONTROL OF WORK

1 - Authority of the Director of Public Works

The Director of Public Works or his authorized representative shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed as to the manner of performance and rate of progress of the work, and any and all questions which may arise as to the interpretation of the plans and specifications. The Director of Public Works or his authorized representative shall likewise decide any and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensations.

The decision of the Director of Public Works or his authorized representative shall be final, and he shall have relative authority to enforce and make effective such decisions and actions necessary as the Contractor fails to carry out promptly.

For the purposes of routine and normal supervision and coordination of work, the Director of Public Works or his authorized representative is the City's authorized representative for all work within the scope of this agreement.

2 - Conformity with Plans and Allowable Variation

Finished surfaces shall in all cases conform to the lines, grades, cross-sections and dimensions shown on the plans. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the Director of Public Works or his authorized representative and authorized in writing. All such deviations shall be recorded on "as-built" plans and submitted to the Director of Public Works or his authorized representative upon project completion.

3 - Progress of the Work

The Contractor's working days shall begin on the date stated in the Notice to Proceed which will be issued following the scheduling conference. The Contractor shall diligently prosecute the work to completion before the expiration of the time limit appearing in the specifications.

4 - Samples

The Contractor shall furnish all products and materials required to complete the work. All materials and products must be of the specified quality and fully equal to samples, when samples are required. Whenever required, the Contractor shall submit to the Director of Public Works or his authorized representative for test, and free of charge, samples of any one of the materials or products proposed to be used in the work. Said samples shall be delivered by the Contractor to the place within the City designated by the Director of Public Works or his authorized representative. Rejected materials must be immediately removed from the work by the Contractor and shall not again be brought back to the site.

5 - Trade Names and Alternatives

For convenience in designation on the plans or in the specifications, certain equipment or articles or materials to be incorporated in the work may be designated under a trade name of manufacturer and the catalog information. The use of an alternative equipment or an article or equipment which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Director of Public Works or his authorized representative, in accordance with the following required by Section 3400 of the Public Contract Code of the State of California:

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and Contractor shall furnish, at Contractor's own expense, all information necessary or related thereto as required by the Director of Public Works or his authorized representative. The Director of Public Works or his authorized representative shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and the Director's decision shall be final. All requests for substitution shall be submitted, together with all documentation necessary for the Director to determine equality, within 20 days following the award of the contract.

6 - Protection of Work

The Contractor shall continuously maintain adequate protection of all Contractor's work from damage, and the City will not be held responsible for the care or protection of any material, equipment or parts of work, except as expressly provided for in the specifications.

7 - Conflict of Terms

The notice to bidders, proposal, plans, specifications and General Provisions are essential parts of the contract for a given project. These documents, together with the necessary bonds and bidder's guarantee, constitute the contract as defined herein, and a requirement included in one document shall be as binding as though included in all, as they are intended to be cooperative and to provide a description of the work to be done. Should there be any conflict or discrepancy between terms used, then the specifications shall govern over plans, and change orders and supplemental agreements shall govern over any other contract document.

8 - Interpretation of Plans and Specifications

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained on the plans or in the specifications, the Contractor shall request the Director of Public Works or his authorized representative for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event or doubt of questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

9 - Increases and Decreases of the Work to be Done

The City reserves the right to increase or decrease the quantity of any item or portion of the work described on the plans, the specifications or the proposal form or to omit portions of the work so described, as may be deemed necessary or expedient by the Director of Public Works or his authorized representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done.

10 - Alterations of the Work to be Done

By mutual consent of the parties signatory to the contract, alterations, modifications or deviations from the type of work may be described on the plans, specifications or on the proposal form may be made without in any way making the contract void. The price to be paid by the City to the Contractor for such altered or modified work shall be agreed upon in writing, endorsed upon the original contract and signed by the proper parties to said contract.

Whenever, during the progress of the work, such changes or modifications are deemed necessary by the Director of Public Works or his authorized representative and agreed upon, as aforesaid, said deviations shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

11 - Extra Work

New and unforeseen work will be classed as extra work only when said work is not covered and cannot be paid for under any of the various items or combination of items for which a bid price appears on the proposal form. The Contractor shall not do any extra work except upon written order from the Director of Public Works or his authorized representative. Compensation for such extra work shall be previously agreed upon in writing between the Contractor and the Director of Public Works or his authorized representative.

12 - Public Utilities

(a) All of the existing utility facilities except those to be relocated as shown on the plans will remain in place and the contractor will be required to work around said facilities. In case it should be necessary to remove the property of a public utility or franchise, such owner will, upon proper application by the Contractor, be notified by the Director of Public Works or his authorized representative to move such property within a reasonable time, and the Contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities or franchises to enter upon the project site for the purpose of making repairs or changes in their property which may be necessary as a result of the work. The Contractor shall also schedule and allow adequate time for those

relocations or modifications necessary for the project by the respective utility owners. Employees and agents of the City shall likewise have the privilege of entering upon the street for the purpose of making any necessary repairs or replacements.

(b) The Contractor shall employ and use only qualified persons, as hereinafter defined, to work in proximity to Southern California Edison secondary, primary and transition facilities. The term "qualified person" shall mean one, who by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved, as more specifically defined in Section 2700 of Title 8 of the California Administrative Code. The Contractor shall take such steps as are necessary to assure compliance by any subcontractors.

13 - Procedure In Case Of Damage to Public Property

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at Contractor's own cost, free of charges to the City. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the proposal form and specifications, and found necessary during the process of construction, (but not due to damage resulting from carelessness on the part of the Contractor during Contractor's operation), shall be paid to the Contractor at the unit prices submitted in his bid.

14 - Removal of Interfering Obstructions

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character met during the process of excavation, it is understood that the cost of said removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing work.

15 - Quality of Material

Materials shall be new, and of specified kind and quality, and fully equal to samples when samples are required. When the quality or kind of material or articles shown required under the contract is not particularly specified, the Contractor shall estimate that the City will require articles and materials representing the best of their class or kind or at least equal to the class or quality of similar articles or materials when specified. Materials shall be furnished in such quantities and kinds and at such times as to ensure uninterrupted progress for the work. They shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or any other cause.

16 - Removal of Defective or Unauthorized Work

It is the intent of the specifications that only first-class work, materials and workmanship will be acceptable. All work which is defective in its construction or

deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans or established by the Director of Public Works or his authorized representative, or any extra work done without written authority will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the Director of Public Works or his authorized representative made under the provisions of this paragraph, the Director of Public Works or his authorized representative shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor. If the work is found to be in compliance with these specifications, the Director of Public Works or his authorized representative will furnish the Contractor with a certificate to that effect.

17 - Supervision

All manufactured products, materials and appliances used and installed and all details of the work shall at all times be subject to the supervision, test and approval of the Director of Public Works or his authorized representatives. The Director of Public Works or his authorized representatives shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give adequate notice to the Director of Public Works or his authorized representative so that proper inspection may be provided. Any work done in the absence of the Director of Public Works or his authorized representative will be subject to rejection. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have previously been accepted or estimated for payment.

The Contractor shall prosecute work on any State highway or with any railroad right-of-way only in the presence of an inspector representing the State Division of Highways or the railroad company, and any work done in the absence of such inspectors will be subject to rejection. The Contractor shall make the appropriate notification according to the instructions given on the State Encroachment Permit or railroad permit for all inspections, and shall post all bonds and certificates required by the permit. The permit shall be acquired by the Contractor at the Contractor's expense. The Contractor shall pay for all testing and inspections required by a State Encroachment Permit or railroad permit.

18 - Soil Compaction Testing

Any soil compaction testing and certification shall be certified by a Geotechnical Engineer and provided and paid for by the City. Any costs borne due to failed compaction tests will be the responsibility of the Contractor.

19 - Preservation of Property

Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal is being performed shall be similarly protected and preserved.

20 - Dust Control

The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Director of Public Works or his authorized representative to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

The contractor shall clean all areas affected by his/her work in a manner which is acceptable by the Director of the Public Work or his/her designee. If the City is not satisfied with the cleaning work, the city may urgently hire another cleaning crew to clean the area and back charge the contractor for all cost incurred to the City including City staff time.

21 - Selected Materials

Existing materials excavated within the project limits that meet the specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation.

22 - Surplus Materials

The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material. Surplus excavation shall become the property of the Contractor.

23 – Clean Up

During all phases of construction, the Contractor shall maintain a clean work site; the Contractor shall be responsible for the removal and disposal of all concrete, asphalt, tree roots, and any other debris resulting from the work performed on a daily basis. Full compensation for clean up shall be considered as included in the prices paid for the various contract items.

24 - Equipment Requirements

The Contractor shall provide a lead car with a "Wide Load" warning sign to lead the movement of any equipment exceeding 7 feet in maximum horizontal dimension over any street to the location of the scheduled work site. Equipment will be subject to a fine of one hundred dollars for each violation as determined by the Director of Public Works or his authorized representative. Any other violations shall be subject to the Vehicle Code of the State of California. Full compensation for the cost of furnishing the lead vehicles and adhering to the requirements of this section shall be considered as included in the prices for the various contract items of work, and no additional compensation will be allowed therefor.

25 - Protection of Work and Public

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged parts of the project as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.) and will respond to alleged damage to private property including City owned facilities and/or vehicles within twenty-four (24) hours of notification. If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these Special Provisions.

26 - Sprinkler Systems

Any sprinkler system damaged during the Contract shall be repaired by the Contractor at no additional cost within 24 hours of notification. All damaged sprinkler and irrigation parts shall be replaced in-kind. If repair is not completed within said limit, the City shall have the authority to complete such work and deduct cost plus 20 percent administration thereof from any moneys due or to become due to the Contractor. Furthermore, a penalty of \$500 per day shall be applied for each day beyond the 24-hour period that the damaged irrigation system has not been repaired to function properly (as determined by the City's inspector).

27 - Contractor's Superintendent and Project Manager

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified superintendent, who shall not be replaced without written notice to the Director of Public Works or his authorized representative except under extraordinary circumstances. The

Contractor's superintendent shall be present at the site of the work at all times while work is in progress. The Superintendent's sole duties shall be to supervise a full work crew and coordinate activities pertaining any work performed by the Contractor or its subcontractors including, but not limited to slurry sealing and striping and marking, including traffic control and public notifications. Failure to observe this requirement shall be considered as suspension of the work by the Contractor until such time as such superintendent is again present at the site. The Director of Public Works or his authorized representative shall have the right, at any time, to direct a change in the Contractor's superintendent, if the performance is unsatisfactory, as determined by the Director of Public Works or his authorized representative, in its sole discretion.

The Contractor shall designate in writing and keep on the work at all times during its process a competent, full-time, technically qualified project manager, who shall not be replaced without written notice to the Director of Public Works or his authorized representative except under extraordinary circumstances. The Contractor's project manager shall be responsible for overall administration and coordination of the work including, but not limited to processing of schedules, discussion of change orders and extra work and coordination and distribution of the Daily Reports. The Director of Public Works or his authorized representative shall have the right, at any time, to direct a change in the Contractor's project manager, if the performance is unsatisfactory, as determined by the Director of Public Works or his authorized representative, in its sole discretion.

The Contractor's superintendent shall have a working multi frequency two-way radio with adequate range for City-wide communication on him/her at all times during the course of the project. The Contractor shall provide to the City's Construction Observers, a small portable working, multi frequency two-way radio compatible for communication with that of the Contractor's Superintendent's communication device and a charger. The Contractor shall also provide to each of the City's Construction Observers a portable cellular telephone, two cell telephone batteries and charger and pay for service for the duration of the project. The Contractor shall only choose a carrier that has adequate coverage in the area. All telephone calls will only be project related. Failure to observe this requirement shall be considered as suspension of the work by the Contractor until such time as said radio communication is re-established. The cost for furnishing radios and phones shall be considered as included in the bid price paid for the various contract items of work, no additional compensation will be made therefor. Said radios and cellular telephones will be returned to the Contractor after the completion of the project. The City will endeavor to safeguard the Contractor's communication devices but assumes no responsibility or liability for any possible damage to the cellular telephones or radios.

28 - Contractor's Daily Reports

The Contractor shall complete consecutively numbered legible daily reports indicating the number of people working, their names, a narrative description of work performed, the individual locations of the work, serviceable major equipment in use, serviceable major equipment idled, serviceable major equipment down for repairs, sub-contractors working at site, weather conditions, temperature, start time, finish time, and the date. The Contractor's Superintendent shall sign each report. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Director of Public Works or his authorized representative. The City will provide a sample format for the daily report at the preconstruction conference. The Contractor shall distribute copies to the Construction Observers and the Director of Public Works or his authorized representative at either the conclusion of each work day or prior to the start of work the next day. No progress payments will be processed or made to the Contractor unless all daily reports are completed to the date of submittal of application for payment.

29 - Request for Working Days

The Contractor shall notify the Director of Public Works or his authorized representative separately in writing within 7 calendar days after the occurrence of a delay, when the Contractor believes that it is entitled to an additional working day per any day the Contractor is prevented from working at the beginning of the workday, for cause defined in Section 6-6.1 of the Standard Specifications, or any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in Section 6-6.1 of the Standard Specifications. The Contractor's failure to give written notice in the time period specified above shall constitute a waiver of all claims for an additional work day, whether direct or consequential in nature and that day will be counted as a working day. Upon receipt of the Contractor's written request, the Director of Public Works or his authorized representative will then make a determination of whether the day or days the Contractor is requesting shall be counted as working days.

30 - Defective Materials

All materials not conforming to the requirements of these Specifications shall be considered as defective and all such materials shall be removed immediately from the site of the work unless otherwise permitted by the Director of Public Works or his authorized representative. Upon failure on the part of the Contractor to comply with any order by the Director of Public Works or his authorized representative made under the provisions of this article, the Director of Public Works or his authorized representative shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due to the Contractor.

31 - Sound and Vibration Control Requirements

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances. No internal combustion engine shall operate on the project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including, but not limited to truck, transit mixers or transit equipment that may or may not be owned by the Contractor.

32 - Air Pollution Control

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate the contents, fully complying with the applicable material requirements.

33 - Final Cleaning Up

Upon completion of the project and before making application to the Director of Public Works or his authorized representative for acceptance of the work, the Contractor shall clean all the streets and ground occupied by Contractor in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat and presentable condition.

34 - Contractor's Request for Final Inspection

When the Contractor believes all the contract work is complete in all parts and requirements, the Contractor will notify the Director of Public Works or his authorized representative in writing through a certificate of completion form which will be provided to the Contractor at the preconstruction conference.

After the City receives the Contractor's certificate of completion, the Director of Public Works or his authorized representative will review the Contractor's work for substantial performance with the Contract Documents. If the Director of Public Works or his authorized representative deems the work substantially performed, the Public Works Director will prepare a list of any minor remaining items of work to be completed. The Contractor shall complete all work on the list to the satisfaction of the Director of Public Works or his authorized representative within 30 calendar days after the date of the list or the Contractor waives any and all claims to all monies withheld by the City under the Contract to cover the value of all such uncompleted or uncorrected items, including any additional engineering, administration, or inspection costs. If the work was not substantially performed, working days will continue to accrue against the Contractor.

35 - Resolution of Public Works Claims

This Contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Contract hereby incorporates the provisions of Article 1.5 as through fully set forth herein.

36 – Trenches and Excavations

In accordance with Public Contract Code Section 7104, whenever the digging of trenches or other excavations extend deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; 2) Subsurface or latent physical conditions at the site differing from those indicated; or 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the Contract. In the unlikely event that a dispute arises between the City and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705.

SPECIAL PROVISIONS
FOR
CREEKSIDE PARK PROJECT
BID NO. 2018-02
IN THE CITY OF CALIMESA

PART 1
GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS and SYMBOLS

1-2 DEFINITIONS

CITY:	City of Calimesa
Board:	City Council of the City of Calimesa
Caltrans:	State of California, Department of Transportation
County:	County of Riverside
Engineer:	The City Engineer of the City of Calimesa or his authorized representative
Federal:	United States of America
Contractor:	The word Contractor is supplemented by adding thereto the following: The term Contractor means the Contractor as defined herein or his authorized representative.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Within 10-working days after the date of the CITY'S notice of award, the Contractor shall execute and return the following contract documents to the CITY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond

Public Liability and Property Damage Insurance Certificate

Worker's Compensation Insurance Certificate

Failure to comply with the above requirements will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the CITY until executed by the authorized CITY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the CITY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2.3 SUBCONTRACTS

Subsection 2-3.2-Additional Responsibility

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude superintendence. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the Contract Unit or Lump-Sum Price. When a portion of an item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump-Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

Prior to award of the contract, the otherwise qualifying low bidder shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of 1 percent of the prime

contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

2-4 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion.

The Contractor shall provide the following supplemental information for each bond as required herein:

- a. Surety company name providing the contractor's bond.
- b. Name of the contractor's surety sales agent.
- c. The business address of the surety company and the agent.
- d. The business telephone number of the surety company and agent.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the City Engineer. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Examination of Contract Documents:

2-5.4 Examination of Contract Documents. The bidder shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefore. 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 scope of the work to be performed, the quantities of material to be furnished and as to the requirements of the proposal, Plans, Specifications, and the Contract.

2-9 SURVEYING

2-9.3 Survey Service. Subsection 2-9.4, Survey Service is amended by adding thereto the following:

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same. The City's Surveyor will establish all necessary initial control lines. The City Surveyor will also perform the "first" time staking. In the event that the control lines and/or the stakes are destroyed, lost, or otherwise tampered with, the Contractor shall be responsible for any re-setting of the control lines or the stakes at his/her expense without additional pay or additional days added to the time allotted for the completion of the work

SECTION 3 - CHANGES IN WORK

3-6 NOTICE TO SURETIES

Section 3, Changes in Work, is amended by adding thereto the following new Subsection 3-6:

The Contractor shall notify his sureties and the carriers of the insurance furnished and maintained by him of any changes affecting the general scope of the work or change in the contract price, or time, or a combination thereof, and the amount of the applicable bonds and the coverage of the insurance shall be adjusted accordingly. The Contractor shall furnish proof of such adjustments to the City Engineer of Calimesa.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the CITY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within 1 year after the date of recordation of the Notice of Completion. Within this 1-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the CITY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Engineer's written notice.

4-1.4 Test of Materials. Except as elsewhere specified, the CITY will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these Specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these Specifications or in the special provisions, 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 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 specifications. 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.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

SECTION 5 UTILITIES

5-1 LOCATION

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Specifications.

5-4 RELOCATION

Where existing utilities are found to interfere with the proposed construction, the following actions shall be taken by the Contractor:

Contractor shall coordinate, stage, and schedule his work to allow sufficient time and space for relocation by the owner of utility features as shown and required.

Contractor shall contact Yucaipa Valley Water District and South Mesa Water Company prior to relocation of their facilities to coordinate inspection of work.

Contractor's attention is directed to the requirements of Section 5-6, "Cooperation" of the Standard Specification regarding utility relocations referenced on the Plans.

5-5 DELAYS

The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 24 hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

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

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

The Contractor's proposed construction schedule shall be submitted to the Engineer within 10-working days after the date of the CITY'S execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed with the Work, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit progress reports to the Engineer by the 10th day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-6 DELAYS AND EXTENSIONS OF TIME

6-6.4 Written Notice and Report. The first sentence of Subsection 6-6.4 is hereby deleted and replaced with the following:

If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standards Specifications, it shall notify the Engineer in writing within 3 days of beginning of the delay. Such notice shall specify the nature of the delay, the cause, and the conditions which set the beginning time for the delay.

6-7 TIME OF COMPLETION

6-7.1 General. The time for completion shall be as noted in the General Specifications.

6-7.2 Working Day. The Contractor's activities shall be confined to the hours between 7:00 a.m. and 5:30 p.m., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be five **hundred dollars (\$500)** per day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

A noise level limit of 86 dbA at a distance of 50 feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

7-2 LABOR

7-2.2 Laws. The Contractor, and all subcontractors, suppliers and vendors, shall comply with all CITY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE

The first four paragraphs of Section 7-3 are amended to read as follows:

The Contractor shall furnish the CITY a policy or certificate of liability insurance in which the CITY and all of its officers, consultants and agents, including Engineer,

are named insured or are named as an additional insured with the Contractor. Notwithstanding any inconsistent statements in the policy or any subsequent endorsement attached thereto, the CITY and all of its officers, consultants and agents, including Engineer, shall be the insured or named as an additional insured covering the Work, whether liability is attributable to the Contractor or the CITY or its officers, consultants or agents, including Engineer. The policy shall insure CITY and all of its officers, consultants and agents, including Engineer, while acting within the scope of their duties of the Work, against all claims arising out of or in connection with the Work, except as provided for in Subsection 6-10.

The Contractor may file insurance acceptable to the CITY covering more than one project. The coverage shall provide the following minimum limits:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completed Operations Hazard	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Contractual General Liability	\$1,000,000

A combined single-limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits.

Except as provided for in Subsection 6-10, the Contractor shall save, keep, and hold harmless the CITY and all of its officers, consultants, and agents, including Engineer, from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the contractor's employees, or any Subcontractor. The CITY and all of its officers, consultants, and agents, including Engineer, will not be liable for any accident, loss, or damage to the Work prior to the completion or acceptance, except as provided for in Subsection 6.10.

7-5 PERMITS

The text of Subsections 7-5 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable CITY permits and make arrangements for CITY inspections. The CITY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain a CITY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all cost incurred by the permit and license requirements.

7-8 PROJECT SITE MAINTENANCE

7-8.1.1 CLEANUP AND DUST CONTROL. The generation of dust shall be controlled as required by the Air Quality Management District. Grading activities shall cease during periods of high winds (greater than 30 MPH). Trucks hauling soil, dirt, sand or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the Engineer.

7-8.6 WATER POLLUTION CONTROL.

7-8.6.1 STORM DRAIN SYSTEM PROTECTION. The City is required by the State of California, NPDES General Stormwater Permit to eliminate and/or reduce the amount of objectionable material entering the City's storm drain system to the maximum extent practicable (MEP). The storm drain system consists of underground pipes as well as improved and natural drainage courses. As such, the Contractor shall be thoroughly familiar with the Riverside County Flood Control District Best Management Practices (BMP) for construction activity. These practices and other measures shall be used to ensure that no objectionable materials including but not limited to excess excavation and backfill materials, oils, grease, street marking paints, sawcutting residue, and/or AC grindings enter the City's improved or unimproved drainage system.

INSPECTIONS AND REPORTING. The Contractor shall regularly inspect the construction site for BMP compliance to ensure proper implementation and functioning. The Contractor shall identify corrective actions and time frames to address any damaged BMPs or reinstate any BMPs that have been discontinued.

At a minimum, the Contractor shall inspect the construction site as follows:

1. Prior to a forecast storm;
2. After any precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24-hour intervals during extended precipitation events; and
4. At regular weekly intervals.

PAYMENT. The bid contract includes a separate pay item for complying with water pollution control requirements and shall include full compensation for furnishing all labor, materials, tools, equipment, and

incidentals for installing, maintaining, removing and disposing of BMPs as required.

7-8.7.1 DRAINAGE CONTROL. Special attention is directed to possible flood hazards, and/or nuisance water such as irrigation and other runoff. The Contractor shall be responsible for all injuries or damages to any portion of the work and/or any private or public property occasioned by these causes and shall make good such injuries or damages at no cost to the City prior to the completion and acceptance of the work.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the bid.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access. Subsection 7-10.1 of the Standard Specifications is amended by adding thereto the following:

Construction is limited to on-site work. However, loading and unloading of equipment and supplies may be necessary within street right of way on a temporary basis. Appropriate safety measures and traffic control shall be supplied by Contractor. All storage of vehicles, equipment or supplies shall all be contained within the site or an approved location.

At least one 12-foot wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement, and shall remain unobstructed.

7-10.3 Street Closures, Detours, Barricades. Subsection 7-10.3 of the Standard Specifications is amended by adding thereto the following:

Street closures will not be allowed, except as specifically permitted by the Engineer.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

7-10.5 Protection of the Public. Subsection 7-10.5 is hereby added to Section 7 of the Standard Specifications as follows:

Creekside Park will be closed to the Public for the duration of this contract. However, it is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the CITY for emergency repairs will be deducted from the progress payments and the final payment due to the

Contractor. However, if the CITY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 8 - FACILITIES FOR CITY PERSONNEL

No field offices for CITY personnel shall be required; however, the CITY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.2 Partial and Final Payment. The text of Subsection 9-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the CITY for approval by the 10th day of the following month.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment report.

Payments are commonly authorized and made within 30 days following the 10th day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

A full 10-percent retention will be deducted from all progress payments. The final retention will be authorized for final payment 35 days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retained amount, or receive the retained amount itself so long as the securities equivalent to the retained amounts are substituted with escrow holder approved by the CITY.

At the request and expense of the Contractor, retained amounts or securities equivalent to the retained amounts may be deposited with the State Treasurer or a State or Federally chartered bank approved by the CITY as the escrow agent, who shall return such monies or securities to the Contractor upon satisfactory completion of the contract.

Securities eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit and/or interest bearing demand deposit accounts.

Any escrow agreement entered into shall be substantially similar to the form "Escrow Agreement for Security Deposits" in lieu of retention as contained in Section 4590 of Chapter 13 of Division 5 Title 1 of the California Government Code.

9-3.2.2 Alternative Dispute Resolution. After submittal of the proposed final estimate to the Contractor, a meeting shall be held promptly between Contractor and CITY, attended by the individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of claims arising under or related to performance of the contract.

If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the claims, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"). If they have been unable to agree upon such appointment within 40 days from the initial meeting, the parties shall seek assistance in finding a mutually acceptable neutral. **If the parties are unable to agree on a neutral, either party may request that the presiding judge of the Superior Court which would have jurisdiction of the matter if a suit were filed, to appoint the neutral.** The fees of the neutral shall be shared equally by the parties.

In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and, if the parties are unable to agree on such matters within 20 days after the initial consultation with neutral, the procedure, time, and place for the ADR to be held will be decided by the neutral. Unless circumstances require otherwise, the ADR shall be held not later than 60 days after selection of the neutral.

The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration, or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

9-3.3 Delivered Materials. Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

The following subsection is hereby added to Section 9 of the Standard Specifications:

9-3.5 Final Pay Quantities. When the estimated quantities for a specific portion of the work are designated in the bid schedule by the letter (F) as final payment quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specified portion of the work shall be considered as approximate only, and no guarantee is made that the quantities which can be determined by computations is made based on the details and dimensions shown on the plans will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

SPECIAL PROVISIONS

PART 2

CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.3 Gravel. Pea gravel for irrigation valve box drainage shall have 100 percent passing the 9.5mm (3/8-inch) sieve and less than 5 percent passing the 2.36mm (No. 8) sieve. 200-1.

200-2 UNTREATED BASE MATERIALS

200-2.1 General. Material for use in this project shall be Crushed Aggregate Base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1.1 General. The same brand, type, and source of cement and aggregate shall be used for all portland cement concrete.

201-1.1.2 Concrete Specified by Class.

Concrete for sidewalk repair shall be Class 330-E-23 (560-E-3250) with 100 mm (4-inch) maximum slump.

Fly ash shall not be used.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General. Contractor shall submit materials to Engineer for approval.

201-3.4 Sealant shall be Type "A" with Polyethylene foam filler. Submit two samples to the Engineer for approval.

201-4 CONCRETE CURING MATERIALS

201-4.1.1 General. Concrete curing compound shall be Type 1-D.

SECTION 203 - BITUMINOUS MATERIALS

203-5 ASPHALT CONCRETE

Where dense graded asphalt is being constructed in two layers or more, the asphalt concrete pavement for the base course shall be B-PG 6410. When dense graded asphalt is being constructed in a single layer and for a finishing course or asphalt concrete overlay, the asphalt concrete pavement shall be C2-PG 6410.

203-6.4 Asphalt Concrete Mixtures

203-6.4.1 General. Acceptance as used in this Subsection 203-6.4 shall mean acceptance of material after spreading only. Acceptance of material in production shall be subject to all quality requirements based on sampling and testing as specified.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-1 LANDSCAPE MATERIALS

212-1.1 Topsoil.

Topsoil shall be Class A or C.

All Class A topsoil shall be tested for agricultural suitability. The test results from samples taken at the source shall be delivered to the Engineer at least 10-working days prior to anticipated delivery date to the site. Should the proposed source material be unsatisfactory, the Contractor shall locate a suitable material, and shall pay all additional costs for testing.

Class C topsoil shall be tested for agricultural suitability. Two tests at two different locations shall be performed. Exact locations of tests shall be field verified and approved by Engineer.

212-1.2.4 Organic Soil Amendment.

Organic soil amendment shall be Type 1.

212-1.2.5 Mulch.

Mulch shall be Type 5 graded fir Nitrolized wood chips, 1 inch to 3 inch in length by 3/8 inch to 5/8 inch in diameter.

212-1.2.6 Add New Section 212-1.2.6 Soil Conditioner:

212-1.2.6 Soil Conditioners.

Iron Sulfate. Iron sulfate shall be ferric sulfate or ferrous sulfate in pelleted or granular form, containing not less than 18.5 percent iron expressed as metallic iron and shall be registered as an agricultural mineral with the State Department of Agriculture in compliance with Article 2, "Fertilizing Materials," Section 1030 of the Agricultural Code.

212-2 IRRIGATION SYSTEM MATERIALS

During construction operations, if damage to irrigation system occurs, repaired or replacement items shall be in kind.

SPECIAL PROVISIONS
PART 3
CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

The last paragraph of Subsection 300-1.1 is hereby deleted and replaced with the following:

Tree branches which hang within 4.1-m (13.5-feet) above finished roadway grade or within 2.7-m (9-feet) above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the City's employ.

The following is hereby added to Subsection 300-1.1:

Removal of turf and trees, and such other items not mentioned that are required by the Plans and Specifications, are part of this work in this section.

All obstructions within project limits shall be removed to a minimum of 12-inches below subgrade.

Soil backfill for holes caused by the removal of trees and shrubs shall be filled with Class A soils and recompactd in 6-inch layers to the density of 90-percent relative compaction.

Tree removal shall include grinding stumps and associated roots to the diameter of the trunk at existing grade and to 3-foot depth below existing grade. Grindings shall be removed from this 3-foot hole. The hole shall then be filled with soil and compacted to 90-percent relative compaction.

All equipment and facilities shown on the Plans to be salvaged, removed and stockpiled, adjusted, and/or relocated shall be measured, marked, and identified in the field.

Contractor shall note the locations, dimensions, and configurations of all existing equipment to be salvaged, and shall clearly mark or tag all equipment to be reused in the field prior to removal to facilitate reassembly; Contractor shall notify Engineer of any damaged or non-salvageable materials **prior** to commencing any removal or grading operations. Materials found to be damaged after the work commences shall be assumed to be the responsibility of the Contractor. Contractor will not be paid for the replacement or repair of facilities or equipment believed by the Engineer to be damaged after the work commences.

Contractor shall replace designated, unusable existing facilities and equipment, in kind, at the direction of the Engineer.

The application of herbicide to kill turf and weeds, shall be per manufacturers' recommendations, including roots; and the removal and disposal of soil and turf offsite, and such other items not mentioned that are required by the Plans and Specifications, are part of the work in this section.

All the root pruning required to place or replace walks, curbs, curbs and gutters, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots two (2) inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 1.5-m (4-feet, 9-inches) above grade without the express written permission of the AGENCY. Any such root removed without the AGENCY's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer, the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the City's employ.

300-1.3 Removal and Disposal of Material

300-1.3.2 Requirements. The text of Subsection 300-1.3.2(a) and (b) of the Standard Specifications is hereby deleted.

300-4 UNCLASSIFIED FILL

300-4.1 General. Add the following:

The site shall be graded to the limit lines and elevations shown on the drawings with such allowances as may be required for the construction of walks, and other site improvements. Tolerance for rough grading is 1/10th of a foot (30-mm), plus or minus at paved areas. At other areas, appearance shall be the governing factor.

Finish grades shall slope to drain without water pockets or irregularities and shall conform to the intent of all plans and sections, after thorough settlement, and compaction of the soil. Finished grades shall meet all existing or established controls of sidewalks, curbs, and walls and shall be of uniform slope and grade between points of fixed elevations or elevation controls from such point to established grades. Tolerance for finish grading is ¼-inch (6-mm), plus or minus.

300-4.1 General. Delete the second and third paragraphs and replace with the following:

Rocks, broken concrete, or other solid materials which are larger than 25-mm (1-inch) in greatest dimension shall not be placed in fill areas.

Clods or hard lumps of earth 25-mm (1-inch) or more in greatest dimension shall be broken up before compacting the material in fill areas to be planted. Fill material containing large rocks, boulders, or hard lumps (such as hardpan or cemented gravel which cannot be broken readily) over 150-mm (6-inches) in greatest dimension shall not be incorporated in the fill. Such materials shall be removed from the site.

Selected material from the site that meets the requirements for Class C topsoil may be used in landscaped areas.

Make-up fill material in landscaped areas shall be Class A topsoil.

300-4.9 Measurement and Payment. The text of Subsection 300-4.9 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be included in the contract unit price for "Unclassified Fill"; in addition, the unclassified fill shall include all costs for grading, shaping, compacting, spreading, consolidating, placing selected site materials, furnishing, and all other work that is required under this subsection.

TECHNICAL SPECIFICATIONS

FOR
CREEKSIDE PARK PROJECT
BID NO. 2018-02
IN THE CITY OF CALIMESA

The unit prices and lump sum amounts to be paid for the Items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment, time, and incidentals necessary to complete the work, and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items incidental to the work.

Payment for Unit Price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be as specified in Section 9-1, "Measurement of Quantities for Unit Price Work," of the SSPWC. Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with Section 9-2, "Lump Sum Work," of the SSPWC.

BASE BID:

Each respective bid item and bid schedule as shown on the proposal form shall comply with all respective sections of the 2015 Edition of the Standard Specifications for Public Works Construction (Green Book), its supplements, and any other publications as specified, except as modified herein. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence.

1. Mobilization/Demobilization:

Mobilization shall consist of preparatory work and operations for the Creekside Park improvements, including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project, coordination with utility companies, and for all other work and operations which must be performed or costs incurred including bonds, insurance and financing prior to beginning work on the various contract items, and for obtaining all business licenses and permits, **including permit fees**, as required for entire project, from all related agencies including, but not limited to, the City of Calimesa. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work

as required at all times and for all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials if storage cannot be contained within Creekside Park property limits.

At the request of the City, the Contractor shall provide at its own expense a mobile cellular telephone for use by City representatives. Usage of the phone shall be limited to local calls and radio calls among representatives of the City, Contractor, and Sub-contractor(s).

The Contractor shall have on the work site at all times, as his agent, an English speaking superintendent or foreman capable of reading and thoroughly understanding the plans, specifications, and other related documents

Mobilization shall include project overhead costs, including costs and fees for obtaining construction permits and/or permit riders as may be required by the City of Calimesa, or as may be required by law, and for obtaining bonds, insurance and financing for the entire project prior to beginning work.

Contractor shall confine his operations and work area to the Creekside Park property limits. Unless the Plan shows otherwise, no encroachment into private property will be permitted without the prior written consent of the property owner. Obtaining this consent will be the responsibility and the costs of the Contractor. Material shown on the plans or designated in the Special Provisions which is to be used in the reconstructed work and which has been damaged or destroyed as a result of the Contractor's operations shall be repaired or replaced at the option of the Engineer by the Contractor at the Contractor's sole expense.

The Contractor shall provide personnel to keep the construction site in a safe condition at all times, including non-working hours.

A Construction Schedule shall be submitted at least five (5) working days prior to commencing work. All revisions shall be completed within three days after review by the Engineer. Requests for changes in the schedule shall be submitted by the Contractor to the City for approval at least three (3) working days prior to performing any work.

Mobilization shall include scheduling of the work in conformance with the traffic control criteria for removals.

Unless otherwise specified in the General Provisions, payment for Mobilization shall include compliance to and furnishing all equipment set forth in the General Provisions.

Full compensation for compliance with the provisions specified and referred to hereinabove shall be considered as included in the contract LUMP SUM price bid for Mobilization/Demobilization, and shall be paid based on the percentage of completed work to date. No additional compensation will be allowed therefore.

Payment for Mobilization/Demobilization shall be considered full compensation for obtaining all bonding, insurance, business licenses and permits, as required for entire

project, from all related agencies including but not limited to utility companies, the City of Calimesa, private and public agencies. The compensation shall include the compliance with the requirements specified in those licenses and permits; including furnishing a crew to pothole at the direction of the Engineer; payment of all required fees; all labor, tools, equipment, personnel, materials, and incidentals necessary to perform all related items of work. No additional compensation shall be allowed.

Payment for this item shall be made at the Contract lump sum price, based on the following schedule:

- 50% to be paid on the 1st partial payment,
- 25% after 50% project completion, excluding amount earned for Mobilization,
- 25% to be paid on the final payment.

In each of the above payments, 5% retention will be deducted in accordance with Section 9-3, "Payment," of the SSPWC.

2. Traffic Control and Safety:

This Item shall include all work, materials, and equipment necessary to comply with the requirements of Subsection 7-10, "Public Convenience and Safety," of the Standard Specifications for Public Works Construction (SSPWC), the Caltrans' Manual of Traffic Controls in Construction and Maintenance Zones (latest edition), the standards contained in the "Work Area Traffic Control Handbook" (WATCH) published by Building News, Inc.; (latest edition). In the case of a conflict, the highest standard shall prevail.

The Contractor shall conduct his operations so as to offer the least possible obstruction and inconvenience to the public. If required, the Contractor shall furnish and maintain all construction signs, channelizing devices, barricades, k-rail, temporary traffic striping and pavement markings, lighting devices, etc., to safely guide the traffic through the project limits, as described herein, and as directed by the Engineer.

To allow for equipment movement and cleanup during various construction operations, momentary stoppage of traffic and turn movements will be permitted, using flagging procedures.

If at any time during the course of construction the City Engineer, or his representative, deems traffic control measure are inadequate, or construction impacts to traffic are too great, the Engineer may require changes be made to the traffic control. Any and all costs as a result of traffic control modifications/ changes shall be borne solely by the Contractor.

Payment for this item shall be included in the unit costs of other bid items, and shall include handing out of construction notices to residents and businesses, if required. No additional compensation will be allowed therefore.

3. Water Pollution Control Plan, Best Management Practice and NPDES Requirements:

Water Pollution Control Plan:

As part of this project, the Contractor shall prepare and provide a site specific Water Pollution Control Plan (WPCP) to the City prior to commencing construction. The Contractor shall ensure that the WPCP for all work is developed and amended or revised as required. The WPCP shall conform to the requirements in the Permits, and these Special Provisions.

The objectives of the WPCP shall be to identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and to identify, construct, implement, and maintain water pollution control measures, hereafter referred to as control measures, to reduce to the maximum extent practicable (MEP, as defined in Title 33 CFR of the United States Code) pollutants in storm water discharges from the construction site both during and after construction is completed under this contract.

Best Management Practice and NPDES Requirements:

The Contractor shall conform to the requirements of General Construction Activity Storm Water NPDES Permit No. CAS000002 and Order No. 2009-0009-DWQ issued by the State Water Resources Control Board. This General Permit, hereafter referred to as the "Permit", regulates storm water discharges associated with construction activities.

The Contractor shall also conform to the requirements of NPDES Permit No. CAS6180036 and Order No. R8-2010-0036 issued by the Santa Ana Regional Water Quality Control Board. This permit, hereafter referred to as the "Permit", regulates storm water discharges that enter the City's municipal storm drain systems (MS4).

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Storm Water Quality Handbooks, dated November 2009, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook". Copies of the Handbook may be obtained from CASQA website at: <http://www.cabmphandbooks.com>; Telephone: (650) 366-1042; or email at: info@casqa.org.

The Contractor shall become fully informed of, and comply with, the applicable provisions of the Handbook, Permit, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The

Contractor shall maintain a copy of the Permit at the project site, and shall make the Permit available during construction activities.

Payment for this item shall be at the contract LUMP SUM price bid for Water Pollution Control Plan, Best Management Practice and NPDES Requirements, and shall be considered as full compensation for preparing and implementing the WPCP, and for furnishing all labor, materials, tools, equipment, time, and incidentals for doing all work involved in construction of this item as directed by the Engineer, and no additional compensation will be allowed therefore. Payment shall be based on progress of the work completed at the City's discretion.

4. Clearing and Grubbing:

Clearing and grubbing shall conform to Subsection 300-1 of the SSPWC and shall include all clearing and grubbing for the construction of the new pathway or trail, improvements and any clearing and grubbing and removals and/or removal and replacement shown on the plans for which there is no bid item of work.

Removals

Clearing and grubbing shall include, but is not limited to, the removal and disposal of (1) interfering native material, grass, shrubs, trees, bushes, stumps and other vegetation including roots whether removed in their entirety or just trimmed portions; (2) miscellaneous rocks and debris; (3) removal of existing miscellaneous concrete or asphalt pavement; (4) removal of all marker paint from curbs or pavement upon completion of the project; (5) removal and capping off of irrigation facilities which interfere with construction. Sprinkler heads shall be salvaged and turned over to the City.

Relocations

Clearing and grubbing shall include, but not be limited to, the relocation of existing fences, signs, pullboxes, existing irrigation lines, sprinkler heads, irrigation wires, replacement of adjacent landscape improvements in kind and all other various relocations of existing improvements.

Pullboxes requiring relocation shall be coordinated with inspectors for the various pullboxes to be relocated. The Contractor shall complete the work as required by each inspector for "Communication" and "Sprinkler Control" pullboxes which require removal and relocation to another location.

Restoration of irrigation and landscaping system affected by the new improvements. Irrigation shall be modified and relocated to minimize overspray on the new pathway or trail as directed by the Engineer. Lawn planting adjacent to the improvements constructed (e.g. pathway or trail) shall be restored as nearly to its original condition as is reasonably possible. Grass removed or damaged by construction shall be replaced

with same grass or equivalent type approved by the Engineer. Reseeding may be required on areas that currently do not have any grass, as directed by the Engineer. Seeds shall be covered with suitable mulch and watered until growth is evident.

Adjustments

Clearing and grubbing shall include, but is not limited to, the adjustment of all existing boxes, valve covers and conduits, etc. which are to remain in place.

Regrading

Clearing and grubbing shall also include the removal and replacement of existing brick work or concrete parkway improvements (other than driveway approaches and sidewalks), relocations of other man made items necessary for the construction as disclosed on the project plans. The work shall include excavation and subgrade preparation in compliance with Standard Specifications Section 301-1. Compacting provisions of the Standard Specifications will apply to all subgrade materials.

Clearing and grubbing shall consist of the removal, relocation, or abandonment of all interfering improvements within the job area limits that are not specifically covered by a separate Bid Item. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Dust control throughout the project will be required, including the sweeping of all streets within the vicinity of the project. Mobile or hand sweeping will be required as needed throughout the project duration. Washing of streets will not be allowed unless all runoff is trapped and pumped for disposal at an approved wastewater treatment plant. Under no circumstances will construction water be permitted to enter into the storm drain system. Payment for sweeping of all streets within the project vicinity shall be included in the contract lump sum price bid.

This "Clearing and Grubbing" item is meant to be a "catch-all" item. All removals, relocations, abandonments, and adjustments required to complete the proposed improvements, as shown on the construction plans, whether or not specified herein, but not specifically covered by a separate bid item shall be considered as included in the lump sum price bid for this item. It is the Contractor's responsibility to visit the project site and determine the extent of removals, relocations, abandonment, and adjustments required to clear the way for the proposed improvements.

Payment for "Clearing and Grubbing" is at a lump sum bid and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, time, and incidentals for doing all work involved in construction of this item complete in place including, but not limited to, all contractor activities described above to complete the work and not covered by separate bid items as directed by the Engineer and no additional compensation will be allowed therefore.

5. Unclassified Fill:

This item shall include construction of Unclassified Fill, as shown on the construction plan, in accordance with Subsection 300-4, "Unclassified Fill," of the SSPWC, except as modified or supplemented per the Special Provisions and herein.

Payment for "Unclassified Fill" shall be per the contract unit price bid per cubic yard (CY) and shall include full compensation for furnishing all labor, materials, tools, time, equipment, and incidentals, and for doing all work involved including, but not limited to import, spreading, grading, compaction to 85% relative compaction, as specified in the special provisions and/or as directed by the Engineer.

6. Construct Stabilized Decomposed Granite:

Contractor shall construct stabilized decomposed granite to a minimum of 3-inches in depth as shown on the construction plans or as directed by the Engineer.

Contractor shall submit a sample of the decomposed granite and stabilizer to the City for approval prior to installation and provide the source and certificates of compliance with all standards referenced in this section. The sample shall be one cubic foot in size.

Prior to placing decomposed granite, remove existing material as specified in Clearing and Grubbing, fine grade area, removing rocks greater than 1" in diameter, moisture conditions and compact sub-grade material to 90% relative compaction. Spread decomposed granite to a 2-inch depth and water. Spread the remaining 1-inch depth of decomposed granite, water and compact with a 3-ton drum roller to 90% relative compaction.

Grade and smooth stabilized decomposed granite to the thickness and elevations shown on the construction plans.

Apply water to areas so that stabilizer is activated to full depth. Compact and finish so that surface is uniform and slip-resistant. Protect finish surface until dry.

Decomposed Granite

Shall be constructed to the lines and grades as shown on the construction plans and shall be free from vegetation and suitable for producing a firm and stable surface. Decomposed granite is to be 3/8 inch or 1/4 inch minus down to the fine particles. The sand equivalent is to be a minimum of 30, and the R-value shall be a minimum of 70, moisture conditioned.

Stabilizer

Non-toxic, water activated, organic, colorless, odorless, and concentrated powder binder. Stabilizer organic binder shall be incorporated with the granite fines by use of

a pug mill that includes weight belt feeder to insure proper ratio. Stabilizer shall be blended at a rate of 10 lbs. per ton of granite fines prior to delivery to the site.

Payment for “Construct Stabilized Decomposed Granite” shall be per the contract unit price bid per square foot (SF) and will be a minimum of 3-inches in depth and shall include full compensation for furnishing all labor, materials, tools, time, equipment, and incidentals, and for doing all work involved in constructing stabilized decomposed granite as required and as specified in these special provisions and as directed by the Engineer.

7. Construct Header:

This item shall include construction of Header, as shown on the construction plans, in accordance with Subsections 800-1.5, "Headers, Stakes, and Ties" of the SSPWC, except as modified or supplemented herein.

Header shall be Benda Board Header #110 made by Epic Plastics or approved equal and shall be 2-inches by 4-inches or 2-inches by 6-inches as specified on the construction plans and/or as directed by the Engineer.

Contractor shall provide sample of header and all accessories required to install including nails, screws, stakes, etc. to the City for approval prior to installation and provide the source and certificates of compliance with all standards referenced in this section.

Header shall be installed per the manufacturers specifications and/or as directed by the Engineer.

Payment for “Construct Header” shall be per the contract unit price bid per linear foot (LF) and shall include full compensation for furnishing all labor, materials, tools, time, equipment, and incidentals, and for doing all work involved in constructing header complete in place as shown on the construction plans, as specified in these special provisions and as directed by the Engineer.

8. Add Alternative – Install Pre-Purchased Exercise Equipment:

This item shall include the assembly and installation of City provided exercise equipment at the (10) ten locations shown on the Construction Drawings. Contractor shall assemble and install to manufacturer’s specifications as shown on installation sheets.

Payment for “Install Pre-Purchased Exercise Equipment” shall be per the contract unit price bid per lump sum (LS) and shall include full compensation for furnishing all labor, materials, tools, time, equipment (except exercise equipment), and incidentals, and for doing all work involved in assembly and installation complete in place as shown on the construction plans, as specified in these special provisions and as directed by the Engineer.