

PART III

GENERAL PROVISIONS

Local Measure D-Funded S. Center Street Paving Project

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Section 1 Description of Work

Sawcut and remove marked areas of existing AC and road base material and recycle or deliver to a recycler; compact existing aggregate base material as required; grind or sandblast existing striping in the northbound lane at 3rd Street; place 12" of Hot Mix Asphalt paving material in two lifts as specified in Section V; re-stripe to match striping in existence prior to this project. Includes all demolition, sweeping, and cleanup and requires traffic control, as per Section V of contract specifications.

All work shall be done in accordance with the Standard Specifications for Public Works Construction, Latest Edition; Special Provisions; and these General Provisions.

Part V, Technical Specifications, modifies and explains the requirements of the project. The general nature, dimensions, and extent of the work for the project are shown in the plans and drawings which are hereby made a part of these specifications. The description of work is more fully described in the Special Provisions.

Section 2 Location of Work

S. Center Street near 2nd Street and 3rd Street (as shown in the Plans)

Section 3 Time of Completion

The Contractor must complete all work within 30 working days from the issuance of the Notice to Proceed.

Section 4 Definitions

- 4.1 Engineer - The Director of Development Services of the City of Westmorland or his representative.
- 4.2 Bid Price - The unit or lump sum amount shown in the Bid Schedule for the item of work.
- 4.3 Normal Working Hours - Normal working hours for shall be from 8:00 A. M. To 5:00 P. M. on any weekday (Mon.-Fri.), except legal holidays. Additional hours can be scheduled on approval of the engineer.
- 4.4 Water Department – City of Westmorland.
- 4.5 Contractor Move-in - The move-in action resulting when the Contractor, at the direction of the Engineer, is ordered to cease work and remove all men and equipment from the project site; and then at a later time directed to re-mobilize his men and equipment to complete the project.

The Engineer shall have sole discretion to specify any compensation for move-in cost. The Contractor shall not be entitled to additional compensation for complying with contract construction schedules in Section 3 of PART III.

- 4.6 Final Pay Quantity – Quantities shown in the “Bid Schedule” shall be the basis for the “Final Pay Quantity.” Apparent variations to these quantities computed or inferred from other documents included with the contract shall not supersede these quantities. The quantities shown in the “Bid Schedule” are considered estimates and are not guaranteed to be accurate; and while efforts shall be made to comply with them, unavoidable significant variations shall be taken into account. Variations in the “Bid Schedule” quantities for the purposes of determining the “Final Pay Quantity” shall be accommodated via change orders, extra work, or additional quantities, as approved by the Engineer. If the contractor anticipates a discrepancy between the estimated and the actual quantities required, the approval of the Engineer shall be obtained before the work is performed. If approval is not obtained before the fact and the actual quantity exceeds or is less than the “Bid Schedule” quantities, the contractor will not be paid for the extra work.
- 4.7 Temporary Suspension of Work - The City shall have the authority to suspend the work wholly or in part, for such a period as it may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable execution of the work. Suspension of the work shall continue until conditions exist that will allow the continuation of work without detriment to the project. Suspension can occur also for failure on the part of the contractor to perform in a suitable manner or for failure to execute required provisions of the contract. The Contractor shall immediately obey such orders and shall not resume the work until so ordered in writing by the City.
- 4.8 Conferences and Meetings - When and as directed by the City, the Contractor shall attend all conferences and meetings which the City deems necessary for the proper progress of work under this contract.
- 4.9 Alterations and Additions - The City may, if it deems it necessary, make alterations and modifications to the Specifications and plans for the work. Execution of work that is altered or modified shall be agreed to in writing and endorsed by the proper parties and made a part of the original contract. It is expressly understood and agreed that such alterations, additions, modifications or omissions shall not in any way violate or annul the contract, and the Contractor shall agree not to claim or bring suit for any damages whether for loss of profits or otherwise, on account of said changes.

Whenever, during the progress of work, any additional work or change or modification in the work contracted for is agreed upon as aforesaid, such additional work or modification 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.

Section 5 Pre-Construction Conference

Prior to commencement of the project, but after award of the contract, the contractor must contact Joel Hamby, Engineering at (790) 344-3411 to arrange for a pre-construction conference.

Section 6 Liability Insurance

See “**Insurance Requirements**” as described in Section I of these specifications.

Section 7 Permits and Contracts Correspondence

7.1 The Contractor shall obtain and pay all costs for permits made necessary by his operations prior to commencing the work. No fee will be charged for any permit issued by the City.

7.2 All correspondence relating to this contract shall be between the Contractor and the Interim Director of Development Services.

Section 8 Scheduling of Work

8.1 No work, services, material or equipment shall be performed or finished until the City has given a **Notice to Proceed** in writing to the Contractor. Prior to the start of any work a pre-work conference shall be arranged by the Contractor between his job foreman, the contractor, the Interim Director of Development Services and any other parties that may be deemed necessary by the City.

8.2 The Contractor shall conduct his operations so as to have under contract no greater amount of work than he can execute properly. Prior to starting any phase of the work, the Contractor shall be prepared and shall have sufficient equipment and labor on hand to execute the work to its completion.

8.3 The Contractor shall at all times have a copy of the safety plan contract documents, specifications and permits at the job site to which the Engineer shall be given access at all times.

8.4 The Contractor shall submit to the Interim Director of Development Services, City of Westmorland Public Works and Police Department emergency telephone numbers listing where the Contractor can be reached day or night, including weekends and holidays.

8.5 The Contractor shall follow the **Traffic Control Plan** as per construction plans, showing all traffic controls, detours and detour

directional signage, advance warning signs, and other signage and protective measures to be employed within the project limits. The Traffic Control Plan shall conform to **PART III, "GENERAL PROVISIONS," Section 26, Work Area Traffic Control.**

Section 9 General Guarantee

- 9.1 Unless otherwise provided in these specifications, the Contractor shall guarantee for a period of one year after Acceptance of Contract by the City, that all equipment, materials and workmanship furnished under these specifications shall be free from defects. He shall repair or replace all such defective equipment, materials or workmanship. Guarantee bond provisions are included in **PART I, "INSTRUCTION TO BIDDERS", Section 12, Bonds.**
- 9.2 In emergencies demanding immediate attention, the City shall have the right to remedy or contract for the remedy of, the hazard, defect or damage and charge the Contractor with the cost of labor, equipment and material required.

Section 10 Progress Payments

- 10.1 The Contractor shall, on or before the 20th day of each calendar month after actual work is started, except in the case of a final estimate hereinafter provided, cause an estimate to be made in writing of the value of the total amount of the work done and materials furnished by the Contractor and incorporated into the work completed up to and including the 15th day of the month in which the estimate is made for review and approval by the Engineer.
- 10.2 The Contractor shall submit an updated copy of his schedule with each invoice. In reviewing the Contractor's estimate, the Engineer may take into consideration, along with other facts and conditions deemed by him to be proper, the ratio of the difficulty of the work done to the probable difficulties of the work yet to be done. The City Interim Director of Development Services shall submit in writing to the City Council, with a copy to the Contractor, his evaluation of the amount of the Contractor's estimate, which the Director of Development Services considers as approved for payment by the City. The City shall retain five percent (5%) of such estimated value as partial security for the fulfillment of the contract by the Contractor. In addition 125 % of the amount of outstanding "Stop Notices" (if any) shall be withheld. From the balance remaining, all previous payments and all sums to be accepted or retained under the terms of the contract shall be deducted and the remainder will be paid to the Contractor by the 10th of the following month. Progress payments will be processed by the City Council at their first regular meeting each month. Contractor must submit certified payrolls with each progress payment invoice. Contractor must utilize City format.

The Contractor shall be responsible for the routine payment to his subcontractors out of his own accounts. His cash flow shall be sufficient to make these interim progress payments as well as the final payment at the completion of all subcontractors' scopes of work. The Contractor shall not depend on the City for these payments to the subcontractors, even though the City may not have released all payments to the Contractor, because of issues for which the Contractor is responsible. Besides keeping the 5% retention allowed by this contract, other reasons why the City may be withholding payments are discussed in Section 11, below. None of these reasons will be considered grounds for the Contractor to default on making all payments to his subcontractors out of his own accounts.

- 10.3 In accordance with Sections 22300 of State Public Contracts Government Code, the Contractor may at his request and expense, deposit the securities specified in the Code with the City in an amount equal to the monies being withheld by the City. After the acceptable securities have been deposited with the City, the City will then pay the Contractor the monies being withheld.

Section 11 City's Right to Withhold Certain Amounts and Make Application Thereof

- 11.1 In addition to the amount which the City may retain under the above section on the progress payments, the City may withhold a sufficient amount or amounts or any payment otherwise due to the Contractor as in its judgment may be necessary to cover:

- (1) Amounts claimed by the City as liquidated damages or other offsets.
- (2) Costs incurred by the City:
 - a. In providing services which the Contractor is unable to provide in a timely manner to either correct a hazardous condition or maintain the work in a safe condition, such as but not limited to, repairing, filling or covering of trenches, placing of barricades, and directing or detouring of traffic.

A base charge of \$500 will be assessed for each incident and the cost of all time and materials used will be charged in addition to this fee;

- b. As a result of the Contractor failing to pay his bills in a timely manner, including legal and attorney costs relating to processing "Stop Notices" and/or settlement of related litigation. This includes the time required by the City to address grievances of

subcontractors who have not been paid or have lodged complaints related to inequities perpetrated by the Contractor. Also included is the time to perform the Contractor's contractual obligations. The City will retain payment for the time spent to address any of these issues by subtracting it out of the amount owed to the Contractor at the completion of the project.

- (3) Estimated or actual costs for correcting defective work not remedied.

Section 12 Final Estimate and Payment

- 12.1 The Director of Development Services, after the completion of the Contract, shall make a final estimate of the amount of work done hereunder and the value of such work, and the City shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All partial payments and estimates shall be subject to correction in the final estimate and payment. The final retention payment shall not be due and payable until the expiration of forty (40) calendar days from the date of filing a Notice of Completion of the work by the City.
- 12.2 It is mutually agreed between the parties to the contract that no certificate given or payment under the contract shall be conclusive evidence of performance of the contract and no payment shall be construed to be an acceptance of a defective work or improper materials.
- 12.3 The Contractor further agrees that the payment of the final amount due under the contract shall release the City, the City's representative, the engineer and their consultant from any and all claims or liability on amount of work performed under the contract.

Section 13 Progress Charts - Project Schedule

13.1 General

The Contractor shall, at least 7 days prior to the commencement of work, prepare and submit to the Interim Director of Development Services, a progress schedule for approval. The schedule shall show the order in which the contractor proposes to carry out the work, the date on which he will start, and contemplated dates for completing the project. The schedule shall be currently maintained with each submittal.

The Contractor shall submit an updated copy of his schedule with each invoice, and when required by major changes in the work.

Section 14 Site Conditions and Restrictions

All construction activities shall be limited to the hours as indicated in 4.3 of this section.

Section 15 Coordination with Utilities, Other Agencies, and Projects

- 15.1 The Contractor's attention is directed to the potential existence of HAZARDOUS services and underground utilities and pipelines within the project areas which include, but are not limited to, electrical and natural gas. The Contractor shall be responsible for notifying the following utility companies in advance of any work in order that they can coordinate removal of their facilities to accommodate this project, if needed.

Southern California Gas Company
Imperial Irrigation District
AT&T
City of Westmorland Water/Sewer
Time Warner Cable

15.2 Cooperation With Others

Ordinarily, utility owners, contractors of the City, or contractors authorized by the City responsible for facilities located within the limits of work shall have the right to enter upon the limits of work and upon any structure therein for the purpose of making new installations, changes, or repairs, and the Contractor shall so conduct his operations as to provide the time needed for such work to be accomplished during the progress of the improvement.

15.3 Notification of Dig Alert

At least two (2) working days prior to starting work, the contractor shall contact Dig Alert at 811. Contractor shall submit to DigAlert a complete list of Thomas Brothers Map Book Pages and Grids encompassing the area of work. Contractor shall notify DigAlert of any changes as they occur to the area of work.

15.4 Notification of Agencies

The Contractor shall notify the following entities at least 72 hours in advance of any street closure or restriction to access. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

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| 1. Interim Director of Development Services | 5. Post Office |
| 2. City Fire Department | 6. School District |
| 3. City Police Department | 7. Local Residents |
| 4. Disposal Companies | 8. Emergency Services |

Others that are determined by the City as necessary shall be notified. Home owners will receive door to door notices.

Section 16 Protection of the Work, the Public and Emergency Response

The Engineer shall order the Contractor to provide a remedy for unsafe conditions whenever, in the opinion of the Engineer, an emergency exists and immediate action is considered necessary.

Examples include items against which the Contractor has not taken sufficient precaution for the public safety, inadequate protection of utilities, and insufficient protection of adjacent structures or property, which may be damaged by the Contractor's operations.

If the Contractor fails to act on the situation within a reasonable time period, the City will provide suitable protection of said deficiencies at the expense of the Contractor, by initiating the necessary work and providing necessary materials to re-establish a safe condition.

Section 17 Claim Notification

If the Contractor should claim that any instruction, request, drawing specification, action, condition, omission, default, or other situation obligates the City to pay additional compensation to the Contractor or to grant an extension of time for the completion of the contract, he shall notify the Engineer, in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the engineer within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the City.

Section 18 Specification Changes

No changes, additions or deletions will be made to these specifications and plans unless directed by the Engineer.

Section 19 Change Orders/Extra Work Format

Contractor shall utilize format provided by City for change orders/extra work.

Section 20 Award and Execution of Contract

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address:

355 S. Center Street/ PO Box 699
Westmorland, California 92281

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

City of Westmorland
355 S. Center Street/ PO Box 699
Westmorland, CA 92281

Attention: Interim Director of Development Services

DBE participation is not required since this is not a federally-funded project. However, any DBE participation will help the State in reaching its DBE participation goals.

Section 21 Beginning of Work, Time of Completion and Liquidated Damages

Attention is directed to the provisions in Section III-21, "Beginning of Work", "Time of Completion," and "Liquidated Damages," of these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of Westmorland.

This work shall be diligently prosecuted to completion before the expiration of 30 WORKING DAYS beginning on the 15th calendar day after approval of the contract.

The Contractor shall pay to the City of Westmorland the sum of \$500 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.