

CITY OF WESTMORLAND

Westmorland, California

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR Restroom Rehabilitation Pool Shade Cover

BID NO. 2023-001

State of California

Parks and Recreation Grant

Prepared By:

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For:

CITY OF WESTMORLAND
DEPARTMENT OF PARKS & RECREATION
355 So. Center Street
Westmorland, California 92281
(760) 34403411
October 20, 2023

CITY OF WESTMORLAND
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PARKS AND RECREATION PROJECT
 BID NO. 2023-001

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CITY OF WESTMORLAND
NOTICE INVITING SEALED BIDS
Restroom Rehabilitation-Pool Shade Cover
BID NO. 2023-001

PUBLIC NOTICE IS HEREBY GIVEN that the City of Westmorland, as CITY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk at 355 So. Center Street, Westmorland, California 92281 up to the hour of 3:00 P.M. Wednesday, November 15, 2023, at which time they will be publicly opened and read aloud. A bid summary will then be prepared and posted.

The work consists of furnishing the materials and performing the labor necessary for the completion of sun shades at the City swimming pool:

Main pool shade:

9'x40'x40' High Density Polyethylene Commercial Grade Knitted Sail Shade Fabric with stainless perimeter cable (1,60 linear Ft.) Polyfab USA 95% UV protection. The posts to be used will match the existing pool shade posts present in color and size with steel-reinforced footings.

Bench shade: A 9'x9'x95' shade will be removed and disposed of and a new shade will be installed along the southern side of the pool fence where the bench is present. All materials used will be the same as the pool shade mentioned above. This shade will be cantilevered (posts on one side).

HDPE fabric/color blue to match existing, Thread, Reinforced Eyelets. 1,60 Linear ft. 3/8 stainless steel Cable Tensioning Turnbuckles, Clamps. Manufacturing of 95% Commercial-grade knitted fabric Sail Shade Covers w/ hem for stainless steel wire and reinforced eyelets every 8". All sewing threads are to be minimum double-stitched/ double-lock-stitched and corners reinforced with extra non-tear fabric.

All clean-up, disposal, necessary materials, tax, and labor for all workmanship is included.

AND

Furnish the materials and perform the labor necessary for the completion of Westmorland City Community Pool Restrooms:

Westmorland Park restrooms

Both men's and women's restrooms will be renovated completely: Both existing restrooms will be stripped in preparation for renovation. All interior block walls will be smoothed out of any mortar protruding out in preparation for new FRP (Fiberglass

Reinforced Panels) to be placed around the entire restroom walls from top to bottom with corner, caps, and divider moldings where needed. The FRP wall panels will be white in color. New sinks, lavatories, all dispensers (soap, paper towels, lavatory dispensers) along with a new wall handrail for the lavatories. Two dividers will be installed for the new urinal in the men's restroom and all new shower and sink fixtures with the necessary hardware. The lavatory stalls will have their partitions and new metal doors on both restrooms and maintenance room as well. Both restrooms will have new metal doors with self-closing mechanisms and each with a keyed deadbolt (to be provided by the City). New nonskid acid-stained concrete flooring will be performed on the floors of both restrooms as well. All old existing paints would be stripped off prior.

All clean-up, disposal, necessary materials, tax, and labor for all workmanship at prevailing wages.

Bid packages are available at City Hall, 355 So. Center Street, Westmorland, California 92281 upon payment of a \$75.00 non-refundable fee (\$90.00 if mailed).

Any contract entered into pursuant to this notice will incorporate the provisions of Federal Davis-Bacon law and the State Labor Code of the State of California. Compliance with the higher Federal or State prevailing rates of wages and apprenticeship employment standards established by Davis Bacon and the State Director of Industrial Relations will be required. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

Goals for Minority Participation in each trade: 18.2%
Goals for Female Participation in each trade: 6.9%

These goals are applicable to all contractor's construction work (whether or not it is Federally funded or assisted) performed in the covered area. If the Contractor performs construction work in a geographical area outside of the covered area, it shall apply to the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60- 4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from the solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the duration of the contract, and in each trade, and the Contractor shall make a good faith effort to

employ women and minority individuals evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is in the City of Westmorland in Imperial County.

The contract documents call for monthly payments based on the estimate of the work completed. The City of Westmorland will retain 10 percent of each progress payment as security for the completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Public Contract Code Section 22300 and the provisions of the contract documents pertaining to the Substitution of Securities.

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; **ATTN: CITY CLERK: SEALED BID FOR "Restroom Rehabilitation-Pool Shade Cover"**

The City of Westmorland reserves the right to reject any or all bids, to award each item separately, delete portions of the work, and/or waive any informality on any bid. No bid may be withdrawn for 60 days after the time set for the opening thereof.

Failure by the successful bidder to enter into a contract with the City or to deliver goods and/or services in accordance with the bid may result in a declaration by the City that the bidder is not a responsible bidder and elimination from consideration in future bidding.

A pre-bid conference will be conducted at 3:00 P.M. on Wednesday, November 1, 2023, at the City Offices, 355 So. Center Street, Westmorland, CA.

At the time of contract award, the prime contractor shall possess a Class "A" contractor's license and/or any combination of "C" specialty contractor license(s) sufficient to perform the work.

Dated this 23rd day of October 2023.

By: Christine Pisch – City Clerk

City of Westmorland

355 So. Center Street

Westmorland, CA 92281

(760) 344-3411

CITY OF WESTMORLAND
INSTRUCTIONS TO BIDDERS FOR
Restroom Rehabilitation & Pool Shade Cover
BID NO. 2023-001

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the CITY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The CITY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the CITY in the amount of (10%) 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.

NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

No bidder may withdraw his proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

DELIVERY OF PROPOSAL

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. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "**ATTN: CITY CLERK Restroom Rehabilitation & Pool Shade Cover**".

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". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

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 interlineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal 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 contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in

doubt as to the true meaning of any part of the services to be performed, he may submit to the Engineer of the CITY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

The Engineer will not be responsible for any other explanation or interpretation of the proposed documents.

ADDENDA OR BULLETINS

All bidders are advised as to the possibility of issuance of addenda affecting the items, scope, or quantity of the work required for this project. Each bidder shall be fully responsible for informing himself as to whether or not any such addenda has been issued. The effect of all addenda to the Contract Documents shall be considered in the bid and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in his bid any such addenda issued may render his bid irregular and may result in its rejection by 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 are 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 Contract Documents, and to full compliance therewith.

AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of the contract, if made, will be to the lowest responsible Bidder as determined solely by the CITY. At the time of contract award, the successful Bidder shall hold a Class A Contractor's License or a combination of Class C license(s), as required to perform the work, issued by the State of California.

Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", 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 as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

No bidder may withdraw his proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten

(10) days after the award of the contract and execution of the contract documents or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California (herein referred to as Labor Code), the CITY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the CITY.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of workmen concerned.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the contract.

The CONTRACTOR and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, of such employee, except as provided in Section 3077 of the Labor Code.

WORKMAN'S COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment of compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to the City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the CITY to supply goods, services, or materials, the Contractor or Subcontractor offers and agrees to assign to the CITY all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tenders final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the CITY to ensure performance under the contract.

At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such funds to the contractor upon notification by CITY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Government Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of the prime contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work. It is the Agency's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

CITY BUSINESS LICENSE

The Contractor shall obtain a City of Westmorland Business License prior to the City's issuing the Notice to Proceed. The annual fee for the Business License is sixty dollars (\$60.00).

CITY OF WESTMORLAND

PROPOSAL

Restroom Rehabilitation & Pool Shade Cover

BID NO. 2023-001

TO CITY OF WESTMORLAND, 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 Contract Documents, and to perform all work in the manner and time prescribed.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the CITY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet 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. 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.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded it.

BIDDER certifies that in all previous contracts or subcontracts, all reports that may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

DATED: _____, 2023

BIDDER:

BIDDER'S ADDRESS: BY:

TITLE:

TELEPHONE #:

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 phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal 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:

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number:

Name of Individual Contractor (Print or type):

Signature of Owner:

Business Address:

Or

Name of Firm:

Business Address:

Name, Title:

Address:

Or

Name of Corporation:

Corporation Address:

Corporation organized under the laws of the State of

Signature of President of Corporation

Signature of Secretary of Corporation

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Name Under Which Specific Address Percent Subcontractor License of Office of Total
Description Is Licensed No. Mill/Shop Contract of Subcontract

REFERENCES

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

- 1.
- 2.
- 3.

DESIGNATION OF SURETIES

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

- 1.
- 2.
- 3.
- 4.
- 5.

CITY OF WESTMORLAND

PROPOSAL

Restroom Rehabilitation & Pool Shade Cover

BID NO. 2023-001

KNOW ALL MEN BY THESE PRESENTS that _____, as BIDDER, and, as SURETY, are held and firmly bound unto the CITY OF WESTMORLAND, as CITY, in the penal sum of dollars (\$ _____), which is ten percent (10%) of the total amount bid by BIDDER to the 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 AGENCY.

WITNESS our hands this _____ day of _____, 2023.

(seal)

CONTRACTOR (CORPORATION) – TYPE

By:
President

By
Secretary/Treasurer

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2023.

Notary Public

(Page 1 of 2)

SURETY'S NAME-TYPE

Mailing Address

By:
Name
Title

NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED.

Subscribed and sworn to before me
this day ____ of _____, 2023.

Notary Public

(seal)

(Page 2 of 2)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF)

being first duly sworn deposes and says that he is (sole owner, a partner, president, etc.) of the party making the foregoing bid; that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or a sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not, directly or indirectly submitted his bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection, organization, bid depository, or to any member or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:

Title:

Subscribed and sworn to before me
this day _____ of _____, 2023.

Notary Public

RESTROOM REHABILITATION & POOL SHADE

PARKS AND RECREATION PROJECT

BID NO. 2023-001

Item No.	Description	Units	Estimated Quantity	Unit Price	Amount
	DEMOLITION RESTROOMS				
1.				\$	\$
2.				\$	\$
3.	DEMOLITION POOL SHADES			\$	\$
4.				\$	\$
Demolition - SUBTOTAL				\$	
	RENOVATION/ RESTROOMS				
1.					\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
	INSTALLATION OF POOL SHADES				
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.			1	\$	\$
Construction - SUBTOTAL				\$	

		GRAND TOTAL	\$
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NOTE: THE QUANTITIES ILLUSTRATED ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES.

TOTAL AMOUNT OF BID (NUMBERS)

TOTAL AMOUNT OF BID (WORDS)

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

Bidder's Name and Telephone Number

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this ____ day of _____, 2023.

Bidder:

By:

Title:

Subscribed and sworn to this day ____ of _____, 2023.

NOTARY PUBLIC

AGENCY acknowledges this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By:

Title:

City of Westmorland

RESTROOM REHABILITATION & POOL SHADE

PARKS AND RECREATION PROJECT

BID NO. 2023-001

THIS CONTRACT AGREEMENT is made and entered into for the above-stated project this _____ day of _____, 2011, BY AND BETWEEN THE CITY OF WESTMORLAND, as the CITY, and, as CONTRACTOR.

WITNESSETH that the 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 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, amending, 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 the CITY, the 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 unit labor, equipment rental and material prices set forth in the Proposal as the basis for 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 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

The 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 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.

ARTICLE VI

CONTRACTOR agrees to indemnify and hold harmless the CITY and all of its officers and agents from any claims, demands, 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 ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

MAYOR – CITY OF WESTMORLAND

ATTEST:

BY:

TITLE:

BY:

TITLE:

CITY CLERK - CITY OF WESTMORLAND

NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED.

Subscribed before me on this day _____ of _____, 2023.

Notary Public
(SEAL) My commission expires:

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CITY OF WESTMORLAND (sometimes referred to hereinafter as "Obligee") has awarded to (hereinafter designated as the "Contractor"), an agreement for the work described as follows:

CITY OF WESTMORLAND

PROPOSAL

Restroom Rehabilitation & Pool Shade Cover

BID NO. 2023-001

(hereinafter referred to as the "PARKS PROJECT"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the Parks Project dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

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

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of

time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day ____ of _____, 2023.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:
Attorney-in-Fact

The rate of premium on this bond is per thousand.

The total amount of premium charged: \$

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

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this day of _____, in the year 2023, before me, _____, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____(Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires:

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Westmorland (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor"), an agreement dated, _____

as follows:

RESTROOM REHABILITATION & POOL SHADE

PARKS AND RECREATION PROJECT

BID NO. 2023-001

(hereinafter referred to as the "Contract"): and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Westmorland and to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code, in the sum of _____ Dollars (\$_____), said sum is not less than one hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Sub-contractors, shall fail to pay for any materials, provisions or other supplies, implements, machinery or power used in, upon for or about the performance of the Public Work contracted to be done, or to pay any person for any work or labor of any kind, or for bestowing skills or other necessary services thereon, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of paid Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons,

companies, and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal this ____ day of _____, 2023.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

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STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this _____ day of _____, in the year 2023, before me, _____, a Notary Public in and for said State personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the (Surety) and acknowledged to me that he subscribed the name of the (Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires:

Note: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

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GENERAL LIABILITY ENDORSEMENT

City of Westmorland
355 So. Center Street
Westmorland, CA 92281

A. POLICY INFORMATION Endorsement #

1. Insurance Company:

Policy Number:

2. Policy Term: (From) _____ (To) _____

Endorsement Effective Date:

3. Named Insured:

4. Address of Named Insured:

5. Limit of Liability Any One Occurrence/Aggregate:

\$

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

\$

7. Coverage is equivalent to:

Comprehensive General Liability form GL0002

Commercial General Liability "Occurrence" form CG0001

8. Bodily Injury and Property Damage Coverage is: "occurrence"

Note: The City of Westmorland standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage is not acceptable. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project:

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. INSURED. With respect to any work performed on the above-described Project, the City of Westmorland, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. CONTRIBUTION NOT REQUIRED. With respects: (a) work performed by the Named Insured on the above-described Project for or on behalf of the City of Westmorland; or (b) products sold by the Named Insured to the City of Westmorland for use on the Project; or (c) premises leased by the Named Insured from the City of Westmorland, the insurance afforded by this policy shall be primary insurance as respects the City of Westmorland, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured schedule underlying primary coverage. In either event, any other insurance maintained by the City of Westmorland, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

(1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or

(2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or

(3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City Westmorland, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Westmorland. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN:

(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind the _____ (print/type name) listed Insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on endorsement furnished to the City of Westmorland)

ORGANIZATION:

TITLE:

ADDRESS:

TELEPHONE:

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF Westmorland
355 So. Center St.
Westmorland, CA 92281

A. POLICY INFORMATION Endorsement #

1. Insurance Company:

Policy Number:

2. Policy Term: (From) (To)

Endorsement Effective Date:

3. Named Insured:

4. Address of Named Insured:

5. Limit of Liability Any One Occurrence/Aggregate
\$

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. INSURED. The City of Westmorland, its elected or appointed officers, officials, consulting engineers, employees, and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Westmorland, its elected or appointed officers, officials, employees, consulting engineers or volunteers.

2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City of Westmorland, the insurance afforded by this policy shall:

(a) be primary insurance as respects the City of Westmorland, its elected or appointed officers, officials, employees, consulting engineers or volunteers, or

(b) stand in an unbroken chain of coverage in excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Westmorland, its elected or appointed officers, officials, employees, or volunteers shall be in excess of this insurance and shall not contribute to it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage to the Named Insured at least as broad as

(1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto"), and endorsement CA 0025.

(2) If excess, affords coverage that is at least as broad as the primary insurance forms referenced in the preceding section (1).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Westmorland, its elected or appointed officers, officials, employees, consulting engineers, or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Westmorland. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at,

ATTN:

(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my signature hereon do so bind this
company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Westmorland)

ORGANIZATION:

TITLE:

ADDRESS:

TELEPHONE:

WORKER'S COMPENSATION/EMPLOYERS
LIABILITY ENDORSEMENT

CITY OF Westmorland
355 So. Center St.
Westmorland, CA 92281

A. POLICY INFORMATION Endorsement #

1. Insurance Company:

Policy Number:

2. Effective Date of This Endorsement:

3. Named Insured:

4. Employer's Liability Limit (Coverage B)

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Westmorland. Such notice shall be addressed as shown in the heading of this endorsement.

2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the City of Westmorland, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Westmorland.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind the (print/type name) listed Insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on endorsement furnished to the City of Westmorland)

ORGANIZATION:

TITLE:

ADDRESS:

TELEPHONE:

CITY OF WESTMORLAND

GENERAL SPECIFICATIONS FOR

RESTROOM REHABILITATION & POOL SHADE

PARKS AND RECREATION PROJECT

BID NO. 2023-001

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above-stated project.

The work consists of furnishing the materials and performing the labor necessary for the completion of sun shades at the City swimming pool:

Main pool shade:

9'x40'x40' High Density Polyethylene Commercial Grade Knitted Sail Shade Fabric with stainless perimeter cable (1,60 linear Ft.) Polyfab USA 95% UV protection. The posts to be used will match the existing pool shade posts present in color and size with steel-reinforced footings.

Bench shade: A 9'x9'x95' shade will be removed and disposed of and a new shade will be installed along the southern side of the pool fence where the bench is present. All materials used will be the same as the pool shade mentioned above. This shade will be cantilevered (posts on one side).

HDPE fabric/color blue to match existing, Thread, Reinforced Eyelets. 1,60 Linear ft. 3/8 stainless steel Cable Tensioning Turnbuckles, Clamps. Manufacturing of 95% Commercial-grade knitted fabric Sail Shade Covers w/ hem for stainless steel wire and reinforced eyelets every 8". All sewing threads are to be minimum double-stitched/ double-lock-stitched and corners reinforced with extra non-tear fabric.

All clean-up, disposal, necessary materials, tax, and labor for all workmanship is included.

AND

Furnish the materials and perform the labor necessary for the completion of Westmorland City Community Pool Restrooms:

Westmorland Park restrooms

Both men's and women's restrooms will be renovated completely: Both existing restrooms will be stripped in preparation for renovation. All interior block walls will be smoothed out of any mortar protruding out in preparation for new FRP (Fiberglass Reinforced Panels) to be placed around the entire restroom walls from top to bottom with corner, caps, and divider moldings where needed. The FRP wall panels will be white in color. New sinks, lavatories, all dispensers (soap, paper towels, lavatory dispensers) along with a new wall handrail for the lavatories. Two dividers will be installed for the new urinal in the men's restroom and all new shower and sink fixtures with the necessary hardware. The lavatory stalls will have their partitions and new metal doors on both restrooms and maintenance room as well. Both restrooms will have new metal doors with self-closing mechanisms and each with a keyed deadbolt (to be provided by the City). New nonskid acid-stained concrete flooring will be performed on the floors of both restrooms as well. All old existing paints would be stripped off prior.

All clean-up, disposal, necessary materials, tax, and labor for all workmanship at prevailing wages.

LOCATION OF WORK

1. City Pool and Restrooms located behind City of Westmorland, City Hall 355 So. Center Street, Westmorland, CA.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within 90 calendar days after the date of the Notice to Proceed, exclusive of maintenance periods.

TRAFFIC REQUIREMENTS

All streets must remain open to public traffic. Temporary street closures may be made with the prior approval of the City Engineer.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours' notice to the Underground Service Alert by calling 1-800-422-4133. The contractor shall contact USA as specified and shall provide the City with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

1. Imperial Irrigation District
(760) 482-3405
2. Southern California Gas
(760) 352-6100

3. Spectrum - Telephone Company
(760) 337-3358

4. Spectrum (cable TV)
(760) 352-8835

5. Imperial County Public Works Department
Deputy Director of Public Works
(760) 482-4462

6. City of Westmorland Public Works Department
Ramiro Barrajas
(760) 344-9271

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for the protection of their facilities during the construction period and shall be responsible for the preparation and processing of any required plans or permits. The Contractor shall assume full responsibility for maintaining uninterrupted service for all utilities, including temporary service connections. Payment for protection in place shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

TRENCH EXCAVATION AND SHORING

For any contract for public works for excavation of any trench or trenches five (5) feet or more in-depth, the Agency shall require submission by the Contractor and acceptance by the awarding body or by a Registered Civil or Structural Engineer to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. This plan shall be prepared by a Registered Civil or Structural Engineer.

Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the safety standards set forth by the State of California Safety Requirements.

Nothing in this Section shall be construed to impose tort liability on the awarding body or any of its employees.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the 2010 edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California.

Copies of these Standard Specifications are available from the publisher: Building News,

Incorporated
P.O. Box 3031 Terminal Annex
Los Angeles, California 90051
(213) 202-7775

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the Standard Specifications (July 2006) of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

*State of California
Department of Transportation
Central Publication Distribution Unit
6002 Folsom Boulevard
Sacramento, California 95819*

References in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Westmorland or other governing agency as specified.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place that only the best general practice is to prevail, and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the higher of the Federal or State general prevailing rate of per diem wages as determined and published by Davis-Bacon or the State Director of the Department of Industrial Relations, pursuant to Sections 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Clerk of the Agency and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5, and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all subcontractors to pay

not less than the highest of either the federal or state prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum state wage rates to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprentice-able occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice-able trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules, and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

Clayton Act and Cartwright Act

Section 4551 of the State Government Code specifies that in executing a public works contract with the Agency to supply goods, services, or materials, the Contractor or Subcontractors offers and agree to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the Agency tenders final payment to the contractor without further acknowledgment by the parties.

CITY OF WESTMORLAND

SPECIAL PROVISIONS

RESTROOM REHABILITATION & POOL SHADE

PARKS AND RECREATION PROJECT

BID NO. 2023-001

MODIFICATIONS TO: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION **PART**

I - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS.

City - City of Westmorland
Board - City Council
Caltrans - California Department of Transportation
County - County of Imperial
Engineer - City Engineer
Federal - United States of America
State - State of California

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT.

Is amended as follows:

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- ~ Contract Agreement
- ~ Faithful Performance Bond
- ~ Payment Bond
- ~ General Liability Endorsement
- ~ Automobile Liability Endorsement
- ~ Worker's Compensation/Employers Liability Endorsement

Failure to comply with the above 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.

2-2 SUBCONTRACTS

The second paragraph is amended as follows:

The Contractor may perform a portion of the work with its own organization or may perform 100 percent of the work through subcontractors. The Contractor shall keep the work under its control. If more than 50 percent of the work is to be performed by subcontractors, the Contractor shall provide three references for similar work performed by each subcontractor within the past two years.

2-4 CONTRACT BONDS.

add the following:

Both the Faithful Performance Bond and the Payment Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will not be released until one year after said date.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General.

the first paragraph is amended as follows:

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 record conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

2-9 SURVEYING

2-9.3 Survey Service.

Is amended as follows:

The Contractor shall obtain and pay for the services of a surveyor as needed to perform the work. The City will provide the services of a properly licensed surveyor to establish control points and relocate survey monuments if needed.

SECTION 3 - CHANGES IN WORK

3-2 CHANGES INITIATED BY THE AGENCY

3-2.1 General.

add the following:

The term "Contract Price" as specified herein shall serve to mean the total dollar value of the Contractor's original bid for all of the various items of work combined and shall not be construed to mean the subtotal shown for any singular item of work.

3-3 EXTRA WORK - n/a

3-3.2 Payment - to be determined with contractor.

3-3.2.3 Markup.

add the following as the first paragraph:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickups or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere when actually performing work directly on the change order and then shall not be reported at the labor classification of the work performed.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.4 Test of Materials.

add the following:

TESTING LABORATORY SERVICES

All tests that require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Engineer.

TESTING LABORATORY SERVICES FURNISHED BY CONTRACTOR The Contractor shall be responsible for all testing laboratory services in connection with tests for proof of compliance for

embedment, aggregate, base, backfill, and all other tests and engineering data required for the Engineer's review of materials and equipment proposed to be used in the Work. The contractor shall obtain the Engineer's acceptance of the testing laboratory before having services performed and shall pay all costs for services.

The Contractor shall pay all charges of testing laboratories for quality control tests made in the field or laboratory on concrete, asphalt mixtures, moisture-density (Proctor and relative density tests on embedment, fill, and backfill materials, in-place field density tests on embedments and fills), and other materials and equipment, during and after their incorporation in the Work. Field sampling and testing will be performed by Engineer's personnel, in the general manner indicated in the specifications, with minimum interference with construction operations. The engineer shall determine the exact time and location of field sampling and testing and may require such additional sampling and testing as necessary to determine that materials and equipment conform with data previously furnished by Contractor and with the Contract Documents.

Samples and test specimens will be delivered to the testing laboratory by testing laboratory personnel. The testing laboratory shall perform all laboratory tests within a reasonable time.

The contractor shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the Work when necessary. When sampling or testing activities are performed in the field by the Engineer, the Contractor shall furnish personnel and facilities to assist in the activities as required.

The City shall not retain any testing laboratory against which the Contractor has a reasonable objection, and if at any time during the construction process, the services become unacceptable to the Contractor, the Contractor may request in writing that such services be terminated.

The request must be supported with evidence of improper testing. If the Engineer determines that sufficient cause exists, the Engineer shall terminate the services and engage a different testing laboratory.

TESTING LABORATORY SERVICES FURNISHED BY THE CITY

The City shall furnish no testing laboratory services. All testing costs shall be paid by the Contractor.

TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by the Contractor for the Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the Engineer will furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the engineer and one copy to the Contractor within three working days after each test is completed.

SECTION 5 - UTILITIES

5-1 LOCATION.

add the following paragraph:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK 6-1

CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

is amended as follows:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. 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, the Engineer will schedule a pre-construction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth 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.

6-7 TIMES OF COMPLETION.

6-7.1 General.

add the following:

The time for completion shall be 90 calendar days as set forth in the General Specifications.

6-7.2 Working Day.

is amended as follows:

The Contractor's activities shall be confined to the hours between 7:00 AM and 6:00 PM, 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 last sentence is amended as follows:

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$250.00 per day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

add the following:

A noise level limit of 86 dbA at a distance of fifty feet (50') 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.

add the following:

The Contractor, and all subcontractors, suppliers, and vendors, shall comply with all Agency, 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 entire Subsection is amended as follows:

7-3.1 Indemnification. The Contractor shall indemnify and save harmless the CITY OF WESTMORLAND and the County of Imperial from all claims or suits for damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability".

The Contractor shall maintain during the life of the contract a protective liability policy. The policy shall provide for not less than the following amounts;

Bodily Injury \$ 500,000 each person
\$1,000,000 each accident
\$1,000,000 aggregate products and completed operations Property Damage \$ 250,000 each
accident Worker's Compensation Statutory

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective. The following statement shall be included on the insurance certificate:

"Additional Insured: The insurer agrees that the City and its City Council, and/or all City Council appointed groups, committees, boards, and any other City Council appointed body, and/or elective and appointive officers, servants or employees of the City when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City."

The Contractor agrees to protect, defend, and indemnify the CITY OF WESTMORLAND against loss, damage, or expense by reason of any suit, claims, demands, judgments, and causes of action caused by the Contractor, his employees, agents, or any subcontractor or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 Contractor's Liability.

The CITY OF WESTMORLAND, its City Council, or the Engineer shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions at any time before its completion and final acceptance and shall indemnify and save harmless the CITY OF WESTMORLAND, its City Council, and the Engineer from all suits or actions of every name and description, brought for, or on account of, any injuries or damages received or sustained by any person or persons, or by the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or

adequate at any time during the life of the Contract, he may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any amounts of money due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

7-5 PERMITS.

the first sentence is amended as follows:

Prior to the start of any work, the Contractor shall take out the applicable Agency permits and make arrangements for Agency inspections. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City of Westmorland will waive the usual encroachment permit fees.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access.

add the following:

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify all affected property owners of the proposed schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. The form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of a delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of a delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

7-10.2 Storage of Equipment and Materials in Public Streets.

add the following:

The Contractor shall assume full responsibility for any damage caused by stockpiling and shall repair same at his expense. The Contractor shall also be responsible for providing traffic control as required to protect the public from hazards caused by stockpiling within the right of way. Payment for the above, if any, will be deemed as included in the items of work and no additional compensation will be allowed.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way.

In such case, the Contractor shall submit to the Agency written authorization from the owners of the subject property prior to occupation. Occupation of the site without written authorization shall be grounds for immediate suspension of work.

Location of site to be approved by Agency. The condition and operation of the yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to the Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.3 Street Closures, Detours, and Barricades.

The Contractor shall maintain the minimum traffic requirements designated in the General Specifications. It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each workday.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways.

The Contractor shall furnish competent flagmen as necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public of construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish any pay for these devices.

The Contractor shall distribute notices to all affected residents and businesses at the stated minimum time prior to the start of work:

1. Road Closure - 36 Hours

2. Excavation and miscellaneous repairs – 36 hours

The Contractor shall also be required to post "Temporary No Parking" signs along the streets to be resurfaced during each working day, forty-eight (48) hours prior to resurfacing. The "NOTICES" and "Temporary No Parking" signs will be furnished by the Contractor.

The Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access:

1. City Engineer at 344-3411
2. Imperial County Fire Department at 760-344-3411
3. Westmorland Police Dept. at 760-344-3411
4. Imperial County Sheriff's Dept. 442-265-2000
5. City of Westmorland Public Works Dept. 760-344-9271

Full compensation for conforming to this article shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefore.

7-10.4 Safety.

7-10.4.1 Safety Orders.

CONSTRUCTION SAFETY ORDERS

The Construction Safety orders of the State of California, Department of Industrial Relations, effective November 15, 1975, and as amended, shall be applicable to the work in this contract. The Contractor's special attention is directed to:

Article 6

Excavations, Trenches and Earthwork

Article 11

Traffic Control, Flagmen, Barriers and Warning signs; and

***Article 28 ***

Miscellaneous Construction Equipment prior to the start of work, the Contractor will be required to obtain a permit from the Office of the Division of Occupational Safety and Health. The office serving the Imperial area is at 7807 Convoy Court, Suite 140, San Diego, California 92111, Telephone Number; (619) 637-5534.

The Contractor shall provide the City Engineer's office with a copy of the permit prior to the start of excavation, and the permit shall be maintained on the job site at any timework requiring trenching or shoring operations to exist.

Where excavation of any trench 5 feet or more in-depth is

required, the Contractor shall submit to the City Engineer for approval, in writing, two weeks in advance of excavations, a detailed plan showing the design of shoring bracing, sloping, protection of existing utilities, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. If such a plan varies from shoring system standards established by the Construction Safety Order. The plan shall be prepared by a Registered Civil or Structural Engineer.

Copies of said regulations are available from the documents Section, P.O. box 20191, Sacramento, California 95820. The cost of furnishing labor, tools, equipment, services, and items required thereby shall be borne by the Contractor as part of this contract work and he shall not be entitled to additional compensation for compliance with said regulations.

7-15 PAYROLL RECORDS.

Payroll records shall be submitted to the Agency by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.2 Partial and Final Payment.

the last paragraph is amended as follows:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month.

The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full ten percent (10%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

In conformance with the Public Contracts Code, Section 22300, the Contractor may substitute securities for any monies withheld by the Agency to secure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Agency or with a State or Federally chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by Agency of Contractor's satisfactory completion of the contract. Actual pay quantity measurements will be done at the

end of each working day and agreed upon by both the Contractor and the Engineer's representative.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

9-3.3 Delivered Materials.

is amended as follows:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the City Engineer.

9-3.4 Dewatering.

is amended as follows:

The Contractor may encounter groundwater or water from other sources during excavation. The Contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations.

Dewatering shall commence when groundwater is first encountered and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this section or other requirements.

Disposal of watering from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendment of 1972; and the California Administrating Code, Title 23, Chapter 3.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. Conveyance of the water shall be such as to not interfere with traffic flow or other construction. No water shall be drained into work built or under construction without prior consent of the City Engineer.

Water shall be desanded before disposal in any storm drain system. The system used for desanding the water shall be a baffled structure and shall provide not less than five minutes of detention time and shall have a "flow-through" velocity not exceeding 0.2 feet per second at the anticipated peak flow. The desanding box shall be cleaned as required to maintain the detention time and flow-through limitations specified above.

9-3.5 Mobilization, traffic control, and bonds.

is amended as follows:

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site.

The compensation paid for mobilization shall be full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein. Payment for mobilization, traffic control, and bonds will be included in the other items of work listed in the **BID PROPOSAL**.

PART II – CONSTRUCTION MATERIALS

As provided in parts 2 & 4 of the standard specifications, except as otherwise provided below or in part 3:

PART III - CONSTRUCTION METHODS

All as provided in part 3 of the Standard Specifications, except as otherwise provided below:

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.3 *Removal & Disposal of Materials.* Clearing and grubbing shall be performed wherever construction is to be performed.

Service systems extending into the public right of way, such as lawn sprinklers, shall be repaired/restored or cut and sealed at the property lines as required by the Engineer.

PRESERVATION OF MONUMENTATION

The Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require any removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed surveyor or pre-1972 licensed civil engineer, establish sufficient temporary ties and bench marks to enable the points to be reset by the Contractor after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset after construction per City of Westmorland or County of Imperial standards, as applicable, and the tie notes submitted to the City of Westmorland or County of Imperial on 8-1/2" x 11" note paper. The Contractor and its sureties shall be liable for, at its expense, any resurvey required due to its negligence in protecting existing ties, monuments, bench marks or any such horizontal and vertical controls.

The Contractor shall comply with The Land Surveyors Acts #9771 (Record of Surveys Monumentation) and #8773 (Corner Records-Records of Survey for "Lost Corners").