

CITY OF WESTMORLAND



CONTRACT DOCUMENTS, SPECIAL PROVISIONS
AND SPECIFICATIONS
FOR STATE- AND LOCALLY-FUNDED
SOUTH CENTER STREET PEDESTRIAN DRAINAGE IMPROVEMENT PROJECT
LPPSB1L-5 5278(021)

BID OPENING DATE: MONDAY SEPTEMBER 18, 2023

Questions relating to this Project are to be directed to:
Joel Hamby, Interim Director of Development Services

355 S. Center St.

Westmorland, CA 92281

(760) 344-3411 or (760) 791-0496

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06/19/23

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CITY OF WESTMORLAND NOTICE INVITING BIDS

Sealed bids will be received at the office of the City Clerk, City of Westmorland, California, until 2:00 PM, **Monday, September 18, 2023** and on the same day shortly thereafter, they will be publicly opened and read for **State-Aid Project LPPSB1L- 5 5278(021) South Center Street Pedestrian Drainage Improvement Project**. In accordance with the Specifications, bids must be made on the forms provided in the specifications for this purpose; addressed to the City of Westmorland; and marked "Bid For", followed by the title of the project and the date and hour for submitting bids.

Bids are required for the entire work as described in the Bid Schedule and the Specifications. The work to be accomplished under this contract consists of:

Demolition/excavation and hauling to recycler of existing PCC/AC material to a depth of twelve (12) inches below finished PCC grade, construction of three (3) covered PCC drainage channels to grade, traffic/safety control, and cleanup per contract specifications.

Work must be completed within 90 working days of the issuance of the Notice to Proceed from the City. The contract documents, which include the Plans and Specifications, may be obtained at the City of Westmorland, Department of Engineering for a non-refundable fee of \$100.00. Contract documents can be shipped via overnight express if the requestor includes their own shipping account number with their request for documents and a check for \$100.00. The documents are entitled "**South Center Street Pedestrian Drainage Improvement Project**". Bids arriving after 2:00 PM on **Monday September 18, 2023** will not be accepted.

Each bid must be accompanied by cash, certified check, cashier's check or bidder's bond, made payable to the City of Westmorland for an amount equal to at least ten percent (10%) of the bid amount, such guarantee to be forfeited should the bidder to whom the contract is awarded fails to enter into the Contract.

Award of contract shall be made to the lowest responsive **responsible** bidder. All bids are to be compared on the basis of the "Grand Total" shown in the Bid Schedule. Bids will not be accepted from contractors who are not licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code of the State of California. The Contractor shall be required to possess a current "A" or "C" license at the time the contract is awarded. A copy of the Contractor's certified payroll, as well as those of all subcontractors, shall be required to be submitted with each invoice.

Attention is directed to Government Code Sections 4590 and 14402.5 permitting the substitution of specified and approved securities for contract retention of funds. All such securities shall be subject to the review and approval of the City Attorney of the City of Westmorland.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Federal minimum wage rates do not apply for this project as no federal funding is involved.

The minimum wage rates predetermined the Director of the California Department of Industrial Relations shall apply. The Contractor and subcontractors shall pay not less than the State wage rate.

Before a Contract is entered into with the successful bidder, the bidder shall present evidence in writing to the City Clerk, City of Westmorland, that he has a current combined single limit liability policy with aggregate limits for Bodily Injury and Property Damage in the amount of one million dollars (\$1,000,000).

The successful bidder will be required to furnish a payment bond and a faithful performance bond, both in an amount equal to one hundred percent (100%) of the contract price and said bonds shall be secured from a surety company satisfactory to the City Attorney of the City of Westmorland.

The Disadvantaged Business Enterprise (DBE) contract goal is 0%. However, if a DBE contractor, subcontractor, or supplier performs work, the percentage of DBE work done will help in attaining the DBE goals of the State.

Required Documents – The following documents must be submitted with bid or bid will be considered non-responsive:

- Pg. I-8 to I-11 Bid Proposals
- Pg. I-15 Contractor's Industrial Safety Record
- Pg. I-16 Contractor's Qualification Statement
- Pg. I-17 Certification of Nondiscrimination and Affirmative Action
- Pg. I-14 Non-collusion Affidavit
- Pg. I-18 to I-19 Bid Security Form and Bid Bond
- Pg. I-22 Equal Employment Opportunity Certification
- Pg. I-23 Bidder's Violation of Law/Safety Questionnaire
- Pg. I-24 Worker's Compensation Insurance Certification
- Pg. I-25 Debarment and Suspension Certification
- Pg. I-26 Non-Lobbying Certification
- Pg. I-27 to I-28 Disclosure of Lobbying Activities
- Pg. I-29 Bidder's List of Subcontractors (DBE & Non-DBE, Part I & II)

The City of Westmorland reserves the right to reject any and all bids or delete portions of any and all bids or waive any informality or irregularity in the bid or the bid procedures and shall be the sole judge of the bids received.

By order of the City of Westmorland.

City of Westmorland, CA

PART I

BIDDING AND CONTRACT DOCUMENTS

State- and Local-Funded Project

LPPSB1L-5 5278(021)

S. Center Street Pedestrian Drainage Improvement Project

INSTRUCTIONS TO BIDDERS

1. FORM OF BID AND SIGNATURE

- (a) The Proposal shall be submitted on the form attached hereto and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed.
- (b) The bidder shall state the lump sum amount for which he proposes to supply the labor, materials, supplies or equipment, and perform the work required by the specifications.
- (c) If an individual makes the proposal, that individual shall sign it and his or her full name and address shall be provided. If a partnership firm makes the proposal, an authorized representative of that firm shall sign it. The name and address of each partner shall also be provided. If a corporation makes the proposal, the name of the corporation shall be listed and the proposal shall be signed by the corporation's duly authorized officer or officers and attested to by the corporate seal. The names and titles of all officers of the corporation shall be provided.

2. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

If any person contemplating the submittal of a bid for the proposed contract is in doubt as to the true meaning of any requirement of the Contract Documents, or finds any discrepancies in— or omissions from— the Contract Documents, he may submit to the Engineer a written request for an interpretation or correction thereof. The written request must be received at least seven (7) calendar days prior to the date fixed for opening of bids. The person making the request will be responsible for its prompt delivery. Interpretations or corrections will be made only by addenda to specifications or by dated revisions or drawings with a copy of each addition or change being furnished, through the City to each prospective bidder.

3. PREPARATION OF THE PROPOSAL

- (a) Blank spaces in the Proposal and Bid Schedule(s) shall be properly filled. The phraseology of the proposal must not be changed and no additions shall be made to the items mentioned therein.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it unresponsive and may result in its rejection. Alterations of the required format of the proposal must be explained or noted in the proposal over the signature of the bidder.

- (b) A bidder may withdraw his proposal before the hour fixed for opening bid by submitting a written request to the City Clerk for its withdrawal. On receipt of this written request, the proposal will be returned unopened.

No proposal may be withdrawn after the hour fixed for opening of bids without forfeiture of the accompanying certified or cashier's check or bidder's bond. This forfeiture shall also be in effect if the contractor fails to execute the contract after award, as hereinafter provided. All bids shall be valid for a period of 30 days after the City's bid opening date, notwithstanding an award of a contract by the City to another bidder.

- (c) No proposal received after the time named or at any place other than the place stated in the "Notice Inviting Bids" will be considered. All proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening. The City reserves the right to waive any informality in any proposal, to reject any or all proposals, and to make an award to the lowest responsive *responsible* bidder as the interest of the City may require. The bidder shall name in his bid the surety or sureties who have agreed to furnish said bonds.

4. REGISTRATION OF CONTRACTORS

Before submitting bids, Contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

5. LIST OF SUBCONTRACTORS FILED WITH BID

In accordance with the provisions of Sections 4100 through 4113, inclusive, of the Government Code of the State of California, each bidder shall submit with his proposal the name and location or place of business of each proposed subcontractor who will perform work or labor or render service to the principal Contractor in an amount in excess of one-half (1/2) of one percent (1 %) of the principal Contractor's bid, and shall state the portions of the work which will be done by each such subcontractor.

6. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall make, file, or be interested in more than one proposal for the same work. A person, firm or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

7. LOWEST RESPONSIBLE BIDDER

In selecting the lowest responsive responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the bid.

To receive favorable consideration, a bidder shall be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty, and the absence of conflict on previous work performed for the City shall be essential requirements. The City's Director of Development Services or Designee shall have absolute discretion as to the evaluation of past work performance of any bidder, and his decision in regard thereto shall not be subject to challenge unless completely arbitrary and capricious.

8. BID BOND OR CHECK

Each bidder shall submit with his bid an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the Bid Security Form, attached hereto. The preceding is subject to the provisions of the Notice Inviting Bids and the complementary Provisions of Paragraph 11 below. Said bid security or bidder's bond shall be in a sum of not less than ten percent (10 %) of the amount of the base bid, and shall be made payable to the City of Westmorland. This amount serves as a guarantee that the bidder will, if an award is made to him in accordance with the terms of his Proposal, promptly execute a contract in the required form; provide a certificate for workers' compensation coverage; and furnish satisfactory Performance and Payment Bonds and proof of insurance coverage.

9. LOCAL CONDITIONS

- (a) Bidders shall read the specifications, examine the site, and make their own estimates of the existing conditions and the difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies.
- (b) Bidders shall satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose to determine the actual conditions and requirements necessary to prepare a responsive bid. Information derived from the specifications, or drawings, or from the Engineer or his assistants, shall not relieve the bidder of this responsibility.

10. EXECUTION OF CONTRACT

A bidder to whom award is made shall execute a written contract with the City on the form of agreement attached hereto, provide a certificate for worker's compensation coverage, and furnish good and approved bonds, as required in the following paragraph. These shall be in accordance with the provisions hereof and shall be

provided within ten (10) working days from the date of the mailing of a notice from the City to the bidder, according to the address given by him, of the acceptance of his proposal. The Engineer may allow additional time for extenuating or extraordinary circumstances. If a bidder to whom award is made fails or refuses to enter into contract as herein provided, or fails to conform to any of the stipulated requirements in connection therewith, the money represented by his check or bidder's bond shall become the property of the City, as provided in Paragraph 8 above. In such a case, the award will be annulled; and at the discretion of the City, a new award may be made to the second lowest responsible bidder; and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. A corporation to which an award is made shall be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation.

11. FINANCIAL CONDITION

The City may request a complete, notarized financial statement from the contractor prior to the award of the contract, and will notify the contractor if said statement will be required.

12. BONDS

In conformance with the Proposal, Part I, Bidding and Contractual Documents, a bidder to whom the contract is awarded shall, within the time mentioned in said Proposal, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said bidder of all covenants and stipulations in the Contract Documents. Said bond, hereinafter referred to as the Performance and Guarantee Bond, shall be on the mandatory form included as a part of these Contract Documents, and shall be in accordance with the following:

(a) Amount of Security. Contractor shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent of the estimated total cost of the improvements. With this security, the form of which shall be subject to the City's prior approval, the Contractor shall assume faithful performance of the agreement and guarantee the improvements for one year after the completion and acceptance of the last of such improvements against any defective workmanship or materials or any unsatisfactory performance. The estimated total cost of the improvements shall be subject to prior approval of the Director of Development Services or Designee and shall provide for (a) not less than five percent nor more than ten percent of the estimated

total cost for contingencies; and (b) an increase for projected inflation computed to the estimated midpoint of construction.

2. For Payment: Security in an amount equal to 100 percent of the estimated total cost of the improvements. With this security the form of which shall be subject to the City's prior approval, the Contractor shall guarantee payment to subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Contractor.
- (b) Reduction or Release of Security. Upon acceptance of improvements by the City Council, and upon request of the Contractor, the improvement may be reduced as follows:
1. Security for performance and guarantee: Unless Contractor submits new or additional warranty security in an amount equal to ten percent of the estimated total cost of the improvements, the security for performance and guarantee shall not be reduced or released in an amount greater than ninety percent of the aggregate principal amount thereof prior to the expiration of the one-year guarantee and warranty period specified in subsection (a)1 of this section, nor until all claims filed or deficiencies identified during such period have been settled or corrected. New or additional warranty security shall be released upon expiration of the one-year guarantee and warranty period, provided that all claims filed or deficiencies identified during the period have been settled or corrected.
 2. Security for payment: Security furnished to secure payment to contractors, subcontractors, and to persons providing labor, materials or equipment shall, six months after acceptance of all of the improvements, be reduced to an amount equal to the total amount claimed by all claimants for whom liens have been filed and of which notice has been given to the City, plus an amount reasonably determined by the Director of Development Services or Designee to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon settlement or release of all claims and obligations for which the security was given.

13. INSURANCE POLICIES AND BONDS

Attention is directed to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. A bidder to whom the contract is awarded shall furnish, at the time his bond or bonds are submitted for approval, satisfactory evidence that the requirements of said code have been observed.

14. LIABILITY INSURANCE

Before the contract is executed on behalf of the City, a bidder to whom the contract has been awarded shall furnish to the City a policy or certificate of protective liability insurance in which the City shall be named as an additional named insured with the bidder. The policy shall insure the City, its officers, its employees and its agents, including the Director of Development Services as additional named insured; the bidder, his employees and his subcontractors and their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City.

15. ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any contract to be entered into in accordance with the Notice Inviting Bids and these Instructions to Bidders, or any part thereof, or of funds to be received there under, will be recognized by the City unless such assignment has had the prior approval of the City and the Surety has had notice of such assignment in writing and has given his written consent thereto. Notwithstanding the foregoing, and to the extent permitted by law, the City has the absolute right to refuse, on any grounds or no grounds, any and all assignments or attempted assignments of the Contract Documents or of any rights to payment pursuant thereto.

16. NON-COLLUSION AFFIDAVIT

The City reserves the right, before any award of the contract is made, to require any bidder to whom it may make an award of the principal contract, to execute a Non--Collusion Affidavit in the form attached hereto.

17. LABOR COMPLIANCE

The Contractor must comply with the minimum wage rates of the State of California.

18. DETAILED BREAKDOWN OF WORK ITEMS

The Contractor shall submit to the City a detailed cost breakdown of all work items as shown in the plans and specifications pursuant to direction of the Engineer within ten (10) calendar days after award of Contract.

The Contractor shall prepare and submit the detailed cost breakdown on the form as provided by the Engineer.

19. CITY BUSINESS LICENSE:

The Contractor and all the subcontractors shall obtain or have in possession a valid business license from the City of Westmorland prior to execution of this contract.

20. LABOR CODES:

The Contractor and all the subcontractors shall comply with the General Prevailing Wage Rates & Labor Surcharge and Equipment Rental Rates of the State of California to be paid for the construction of this project.

PROPOSAL

Summary

Name of Company Submitting Proposal: _____
Address of Company Submitting Proposal: _____ _____
Telephone Number: _____
Amount of Base Bid from Bid Schedule: <input style="width: 150px; height: 25px;" type="text"/>
\$ _____

**TO THE HONORABLE MAYOR AND MEMBERS
OF THE CITY COUNCIL OF THE
CITY OF WESTMORLAND, CALIFORNIA**

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for: **State aid Project LPPSB1L-5 5278(021) Westmorland South Center Street Pedestrian Drainage Improvement Project** together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor, the total bid amounts named in the Bid Schedule(s) forming a part hereof. A certified/cashier's check, properly made payable to the City of Westmorland*, bid bond in favor of the City of Westmorland for _____ Dollars (\$ _____)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of Westmorland. The face amount of bid bond shall be considered established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice to Contractors, Instructions to Bidders, Proposal Forms, Contract Forms, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.
2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.
4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice of acceptance by the City of his bid. The inability to execute the agreement within ten (10) days will be cause to reject the bid and award to the next low bidder.
5. The undersigned hereby certifies that this proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefor within the time provided, the bidder will be liable for forfeiture of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be the bid.

Addenda No(s) received

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

Signature (Authorized Contractor Rep)

By _____
Print Name (Authorized Contractor Rep)

Address

Title (Authorized Contractor Rep)

Signature (Witness of Signature Above)

By _____
Print Name of Witness

Company Telephone Number

Title of Witness

State License No. Classification License Expiration Date

*Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond).

Name of Surety

Local Representative

Address

Address

Telephone Number

Telephone Number

Best Key Rating

Grade

Class

*Note: Surety information is required as part of this proposal; failure to provide such information will cause this bid to be informal and subject to rejection.

State aid Project LPPSB1L-5 5278(021)
South Center Street Pedestrian Drainage Improvement Project
BID SCHEDULE

Contractor's Name _____ Date: _____, 2023

Honorable Mayor and City Council Westmorland, California

In accordance with your public notice calling for bids to be opened at 2:00 p.m. on October 12, 2023, for **State aid Project LPPSB1L-5 5278(021) South Center Street Pedestrian Drainage Improvement Project**, the undersigned declares that he has carefully examined Plans and Specification and read notice to bidders and is familiar with the requirements therein contained, and proposes to furnish all labor, material and supplies necessary to accomplish the work outlined therein at the following prices:

Item No.	Item Description S. Center Street Paving Project	Unit	Quantity	Unit Price	Amount
1	Bond	LS	1		
2	Traffic control/safety	LS	1		
3	Sawcut/remove/recycle existing PCC and AC; construct three drainage channels	LS	1		
TOTAL					

Grand Total in words: _____

In case of discrepancy between unit prices and totals, the unit prices shall prevail.

The undersigned has carefully checked all the above figures and understands that the City of Westmorland, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

 Contractor's Signature Date

LIST OF SUBCONTRACTORS

NAME OF BIDDER_____

CONTRACT AMOUNT_____

In accordance with Division 2, Part 1, Chapter 4 of the Public Contracts Code, the prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of one percent (0.5%) of the prime contractor's total bid.

Subcontractors listed must be properly licensed for the type of work they are to perform, and their license numbers must be indicated below. Do not list alternate subcontractors for the same work. Contractors must be identified as to whether or not they are DBE's.

	<u>Name & Address of Subcontractor</u>	<u>Specific Description of Subcontract</u>
1.	Name_____	_____
	Address_____	_____
	City_____	_____
	License No._____	_____
	Classification_____	_____
<hr/>		
2.	Name_____	_____
	Address_____	_____
	City_____	_____
	License No._____	_____
	Classification_____	_____
<hr/>		
3.	Name_____	_____
	Address_____	_____
	City_____	_____
	License No._____	_____
	Classification_____	_____

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE
EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED
REPORTS

The bidder _____ proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive orders 10925, 1114, or 11246, and that he has _____, has not _____, filed with the Joint reporting committee, the director of the Office of Federal Contract Compliance, a Federal government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Company)

By: _____

Title

Date: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)91)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt)

Currently, Standard Form 100 (EE)-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U.S. Department of Labor.

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of Westmorland
DEPARTMENT OF Development Services

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Project: State aid Project LPPSB1L-5 5278(021) South Center Street Pedestrian Drainage Improvement Project

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual bidder. The bidder may attach any additional information or explanation of data, which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5 Calendar Years Prior to Current Year

YEAR	2019	2020	2021	2022	2023	CURRENT TOTAL	YEAR
1. No. of contracts							
2. Total dollar amount of contracts (in thousands of \$)							
*3. No. of fatalities							
*4. No. of lost workday cases							
*5. No. of lost workday cases involving permanent transfer to another job or termination of employment							
*6. No of lost workdays							

* The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary -- Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Bidder (print)

Address

City

Zip Code

Signature

State Contractors' Lic. No. & Classification

Telephone

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of Westmorland

The undersigned certifies that (he) (his firm) has successfully and properly completed jobs of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Five (5) of the most recent contracts completed by our firm are below:

1. _____
Job Title Person to Contact Phone No.

City Contract Amount Date Completed
2. _____
Job Title Person to Contact Phone No.

City Contract Amount Date Completed
3. _____
Job Title Person to Contact Phone No.

City Contract Amount Date Completed
4. _____
Job Title Person to Contact Phone No.

City Contract Amount Date Completed
5. _____
Job Title Person to Contact Phone No.

City Contract Amount Date Completed

Signed _____ Title _____

Dated this _____ day of _____, 2023

**CERTIFICATION OF NONDISCRIMINATION
AND AFFIRMATIVE ACTION**

As suppliers of goods or services to the City of Westmorland, the firm listed below certifies that it does not discriminate in its employment with regard to race, medical condition, color, material status, religion, sex, handicap or national origin; that is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively in principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those servicing minority communities and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Firm

Signature

Title

Please include any additional information regarding equal opportunity employment programs now in effect within your company.

State aid Project LPPSB1L-5 5278(021) South Center Street Pedestrian Drainage Improvement Project

**BID SECURITY FORMS
FOR
CHECK OR BOND TO ACCOMPANY BID**

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is *certified/cashier's check payable to the order of the City of Westmorland for:

_____ Dollars (\$_____)

this amount being not less than ten percent (10%) of the total amount of the Base Bid plus "Additional Bid Items." The proceeds of this check shall become the property of the City of Westmorland provided this proposal shall be accepted by the City of Westmorland through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

*Delete the inapplicable word

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the base bid plus "Additional Bid Items."

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Westmorland in the sum of: _____ (words) Dollars (\$ _____), to be paid to the City of Westmorland, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded _____ for the **State aid Project LPPSB1L-5 5278(021) South Center Street Pedestrian Drainage Improvement Project** in strict accordance with the Specifications on file at the office of the City of Westmorland is accepted by the City of Westmorland through action of its legally constituted contracting authorities and if the above bonded _____, his heirs, executives, successors and assigns shall duly enter into and execute a contract for such project and shall execute and deliver the required Performance Bond, Payment Bond, and proof of insurance within ten (10) working days after the date of notification by and from said City of Westmorland that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

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

Title

Title

Title

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of Westmorland may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of Westmorland are not in any way reduced by use of the Surety Company's printed standard form.

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code ' 7059]

[Public Contract Code - 20103.51]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code TM 7059:

- (a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contracts Code or on any local agency project governed by Section 20104 [now TM 20103.5] of the Public Contract Code.

- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- (c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter

shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

- (f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contracts Code TM20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State license Board. The agency shall include a statement to that effect in the standard form of pre--qualification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License No.: _____ Class: _____ Expiration date: _____

Date _____ Signature _____

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

ATTACHMENT C EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

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

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bid, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violation of law or a safety regulation.

YES _____ NO _____

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

Contractor

By _____
Title

Date

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

WORKMEN'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Date

Contractor's Name

Contractor's Signature

Title

ATTEST:

By _____
Signature

Title

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p align="right">For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="right">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		

Authorized for Local Reproduction
Standard Form – LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

SF-LLL-Instructions Rev. 06-04-90

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

1. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.
2. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours a day 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
3. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
4. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

5. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not

the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

6. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

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

This work shall be diligently prosecuted to completion before the expiration of 90 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

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

7. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

8. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

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

9. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with

such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT DOCUMENTS

**To be Submitted
AFTER
Notice of Award of Contract**

AGREEMENT
State aid Project
LPPSB1L-5 5278(021) Westmorland S. Center St. Ped. Drn. Imprv. Prj.

THIS AGREEMENT is made and entered into by and between the Owners, the City of Westmorland, and _____, hereinafter called the Contractor.

The Owner and the Contractor mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for **State aid Project LPPSB1L-5 5278(021) Westmorland S. Center St. Ped. Drn. Imprv. Prj.**

In the City of Westmorland which involves the following project:

Demolition and recycling or hauling to recycler of existing PCC and AC paving material, installation of PCC drainage channel with cover and safety/traffic control.

Said work shall be performed in accordance with the Plans, Specifications and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefor, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by Owner.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum set forth in the Bidding Schedule. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished, or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Instructions to Bidders, the Accepted Proposal, the Bid Schedule(s), the List of Subcontractors, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement, Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Specifications, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

Attest:

OWNER

By: _____
CITY CLERK/APPOINTEE

By: _____
MAYOR, City of Westmorland, CA

Dated: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

CONTRACTOR _____
Name of individual/entity

Dated: _____

By: _____
Signature

Title _____

Date _____

INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of Westmorland in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of Westmorland, 355 S. Center Street, PO Box 699, Westmorland, CA 92281 attention of the City Clerk.
2. The City of Westmorland, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

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

FAITHFUL PERFORMANCE BOND

State aid Project LPPSB1L-5 5278(021) South Center Street Pedestrian Drainage Improvement Project

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Westmorland, California, a municipal corporation ("City" herein) has awarded to _____ (hereinafter designated as "Principal") a contract for:

State aid Project LPPSB1L-5 5278(021) South Center Street Pedestrian Drainage Improvement Project

And

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

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

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications accompanying the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to, the terms of the contract, the work, or the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2023.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgement.

(Type name of Principal)

(Type address of Principal)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Attorney-In-Fact

Date

PAYMENT BOND

State aid Project LPPSB1L-5 5278(021) South Center Street Pedestrian Drainage Improvement Project

WHEREAS, the City of Westmorland, California, a municipal corporation ("City" herein), has awarded to _____, ("Contractor" herein) a Contract for the work described as follows:

TITLE OF PROJECT South Center Street Pedestrian Drainage Improvement Project;

and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material men and other persons, as provided by law;

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons 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 modification of the Contract Documents or the work to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed there under.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2023.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgement.

(Type name of Contractor)

(Type address of Contractor)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Attorney-In-Fact

PART II

STANDARD SPECIFICATIONS AND DRAWINGS

State aid Project LPPSB1L- 5 5278(021) South Center Street Pedestrian Drainage Improvement Project

Standard Specifications for the project shall be *Standard Plans for Public Works Construction (the Green Book)* except in Part IV and Part V when reference to “Standard Specifications” occurs, the *Current Caltrans Standard Specifications and Standard Special Provisions* shall apply.

The set of Plans for the project consist of three (3) sheets (24”x36”), attached.

PART III

GENERAL PROVISIONS

State aid Project LPPSB1L-5 5278(021) South Center Street Pedestrian Drainage Improvement Project

**PART III
GENERAL PROVISIONS**

Section 1 Description of Work

Sawcut and remove/demolish marked areas of existing PCC and AC to a depth of twelve (12) inches and recycle or deliver to a recycler; construct three covered PCC drainage channels. Includes all demolition, sweeping, traffic/safety control, and cleanup.

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

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

Section 2 Location of Work

S. Center Street from 2nd Street to 3rd Street (as shown in the Plans)

Section 3 Time of Completion

The Contractor must complete all work within 90 working days from the issuance of the Notice to Proceed.

Section 4 Definitions

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

The Engineer shall have sole discretion to specify any compensation for move-in cost. The Contractor shall not be

entitled to additional compensation for complying with contract construction schedules in Section 3 of PART III.

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

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

and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

Section 5 Pre-Construction Conference

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

Section 6 Liability Insurance

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

Section 7 Permits and Contracts Correspondence

- 7.1 The Contractor shall obtain and pay all costs for permits made necessary by his operations prior to commencing the work. No fee will be charged for any permit issued by the City.
- 7.2 All correspondence relating to this contract shall be between the Contractor and the Interim Director of Development Services.

Section 8 Scheduling of Work

- 8.1 No work, services, material or equipment shall be performed or finished until the City has given a **Notice to Proceed** in writing to the Contractor. Prior to the start of any work a pre-work conference shall be arranged by the Contractor between his job foreman, the contractor, the Interim Director of Development Services and any other parties that may be deemed necessary by the City.
- 8.2 The Contractor shall so conduct his operations as to have under contract no greater amount of work than he can execute properly. Prior to starting any phase of the work, the Contractor shall be prepared and shall have sufficient equipment and labor on hand to execute the work to its completion.
- 8.3 The Contractor shall at all times have a copy of the safety plan contract documents, specifications and permits at the job site to which the Engineer shall be given access at all times.
- 8.4 The Contractor shall submit to the Interim Director of Development Services, City of Westmorland Public Works, and Police Department emergency telephone numbers listing where the Contractor can be reached day or night, including weekends and holidays.
- 8.5 The Contractor shall follow the **Traffic Control Plan** as per construction plans, showing all traffic controls, detours and detour directional signage, advance warning signs, and other signage and protective measures to be employed within the project limits. The

Traffic Control Plan shall conform to **PART III, "GENERAL PROVISIONS," Section 26, Work Area Traffic Control.**

Section 9 General Guarantee

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

Section 10 Progress Payments

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

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

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

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

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

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

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

- b. As a result of the Contractor failing to pay his bills in a timely manner, including legal and attorney costs relating to processing "Stop Notices" and/or settlement of related litigation. This includes the time required by the City to address grievances of subcontractors who have not been paid or have

lodged complaints related to inequities perpetrated by the Contractor. Also included is the time to perform the Contractor's contractual obligations. The City will retain payment for the time spent to address any of these issues by subtracting it out of the amount owed to the Contractor at the completion of the project.

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

Section 12 Final Estimate and Payment

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

Section 13 Progress Charts - Project Schedule

13.1 General

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

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

Section 14 Site Conditions and Restrictions

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

Section 15 Coordination with Utilities, Other Agencies, and Projects

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

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

15.2 Cooperation With Others

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

15.3 Notification of Dig Alert

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

15.4 Notification of Agencies

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

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

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

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

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

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

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

Section 17 Claim Notification

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

Section 18 Specification Changes

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

Section 19 Change Orders/Extra Work Format

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

Section 20 Award and Execution of Contract

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

Bid protests are to be delivered to the following address:

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

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

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

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

Attention: Interim Director of Development Services

There is no DBE requirement since there is no federal funding for this project; however, if there is DBE participation, that will help in meeting the State's DBE goals.

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

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

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

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

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

PART IV

SPECIAL PROVISIONS

**State Aid Project LPPSB1L-5 5278(021) South Center Street
Pedestrian Drainage Improvement Project**

PART IV SPECIAL PROVISIONS

Section 1 General

The Current edition of the State of California "Standard Plans" and "Standard Specifications" are intended to govern construction materials and construction methods, except as modified herein or inconsistent with the provisions herein.

State Standards Cited:

A10A – A10B	Acronyms and Abbreviations
A10C – A10D	Symbols
A20A – A20D	Pavement Markers and Traffic Lines Typical Detail
A24	Pavement Markings
T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways

Section 2 Project Area, Examination of Specifications and Site of Work

The project area is located in the City of Westmorland on South Center Street extending from 2nd Street to 3rd Street, as shown on the Plans and marked in the field.. All work is to be done within existing City right of way.

The bidder is required to carefully examine the site, the bid proposal, exhibits, plans, specifications, and contract forms for the work to be completed. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, type, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the Plans and Specifications, the Special Provisions and the Contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

Section 3 Scope of Work

The work consists of saw-cutting, demolition and removing existing PCC to a depth of twelve (12) inches and recycling or delivering the material to a recycler; construction of three (3) covered PCC drainage channels as shown on the plans, from 2nd Street to 3rd Street; traffic/safety control; and sweeping/cleanup.

Section 4 Schedule

Contractor shall submit a construction schedule to the Engineer for approval in accordance with Section 6-1 of the Standard Specifications.

The contractor must inform the Engineer at least 3 days in advance when work requiring inspection and/or testing is going to be performed.

Submittal requirement shall include an overall schedule and two weeks detail look-ahead schedule.

Accepted format for schedule include MS Word, MS Excel, MS Project and hardcopies.

Section 5 Site Supervision

The Contractor shall provide an onsite supervisor (Superintendent) at all times when work is in progress. This supervisor shall be qualified in the type of construction being performed and site safety. The site supervisor shall be named in writing and changed only on approval of the Engineer. He shall be 100% dedicated to the project and shall not be shared with another project, regardless of how near the other project may be.

Section 6 QC-QA

The contractor shall be responsible for Quality Control (QC) for the entire project. QC activities shall include material testing, quality workmanship verification and grade control verification. The contractor shall assign a QC Manager for the project. If the Superintendent for the project assumes the responsibility of QC Manager, the Contractor shall indicate that in the submittal for personnel listing to the Engineer.

Attention shall be given to grade control. Flow pattern as indicated in the plans shall be maintained. After construction activities, contractor shall perform water tests, if requested or required, in the presence of the Engineer or his representative to ensure the proper flow pattern. If water flow pattern is not satisfactory to the Engineer, the Contractor shall recommend a remedial action, which could include— but is not limited to— removal/replacement of PCC or grinding.

Cost for remedial activities shall be borne by the contractor at no cost to the City.

The City shall be responsible for Quality Assurance. Independent testing and Quality Assurance will be performed by a Caltrans-approved testing laboratory. A Soil testing laboratory may be retained by the City to perform soils tests during the contractor's entire operation.

The City shall be responsible for the first series of soils tests. In the event a test shows fail, the contractor shall bear the cost of all subsequent tests.

If during the QC-QA process, material is found to be defective or unacceptable by the Engineer, the contractor shall recommend remedial actions to the Engineer for approval. After the Engineer approval, the contractor shall commence remedial activities. The contractor shall bear all costs associated with remedial actions at no cost to the City.

Section 7 Flows and Acceptance of Water

It is anticipated that storm, surface or other waters may be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk rising from such waters and has prepared his bid accordingly and Contractor by submitting his bid assumes all risk.

The Contractor shall conduct his operation in such a manner that storm or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if public or private properties, in the opinion of the engineer, are not subject to the probability of damage.

The Contractor shall submit a plan showing his method of diverting storm or other water through the project for approval prior to any diversion if it is anticipated that a diversion will be necessary during construction. The cost for a diversion of any storm or other water shall be included in the price bid for related items of work and no additional compensation will be allowed therefor.

Section 8 Construction Staking

Contractor's Surveyor shall be responsible for all construction staking to construct the work as shown on these plans. Surveyor shall be a Registered Professional Land Surveyor. Staking shall consist of establishing the lines and grades as shown on these plans.

Surveying costs shall be included in price of items bid when there is no construction survey bid item included in the bid proposal. Contractor shall reference and replace all existing street and property monuments that may be destroyed and no separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the work, vandalism, or accident shall be at the contractor's expense.

Section 9 Air Quality / Dust Control

Contractor shall be responsible for providing an effective means of dust control.

Contractor may utilize City water without charge from the nearest City fire hydrants for dust control. Contractor shall utilize a City fire hydrant meter whenever he uses water, to record water use. Contractor shall be fully responsible for the City fire hydrant meter.

Section 10 Maintaining Traffic

The Contractor shall furnish, place, and maintain all temporary traffic control devices required for safe and orderly flow of traffic and pedestrians during construction.

All warning lights, signs, barricades, and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All construction traffic signs and delineators shall conform to and be placed in accordance with 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 must maintain vehicular access to driveways and other areas in accordance with section 7-10 of the Standard Specifications.

Pedestrian traffic shall be detoured to the opposite side of the street away from the construction area whenever possible. Provisions shall be made for safe passage through construction areas where directed by the Director of Development Services.

During the hours of darkness traffic cones shall be visible at 1,000 feet at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20.

Reflective cone sleeves shall conform to the following:

1. Removable flexible reflective cone sleeves shall be fabricated from the reflective sheeting specified in the special provisions, have a minimum height of 13 inches and shall be placed a maximum of 3 inches from the top of the cone. The sleeves shall not be in place during daylight hours.
2. Permanently affixed semitransparent reflective cone sleeves shall be fabricated from the semitransparent reflective sheeting specified in the **SPECIAL PROVISIONS**, have a minimum height of 13 inches, and shall be placed a maximum of 3 inches from the top of the cone. Traffic cones with semitransparent reflective cone sleeves may be used during daylight hours.
3. Permanently affixed double band reflective cone sleeves shall have 2 white reflective bands. The top band shall be 6 inches in height,

placed a maximum of 4 inches from the top of the cone. The lower band shall be 4 inches in height, placed 2 inches below the bottom of the top band. Traffic cones with double band reflective cone sleeves may be used during daylight hours.

The type of reflective cone sleeve used shall be at the option of the Contractor. Only one type of reflective cone sleeve shall be used on the project.

Full compensation for furnishing, erecting, maintaining, and removing special detour signs and special advance notice publicity signs shall be considered as included in the contract lump sum price paid for traffic control system and no additional payment will be made therefor.

All aforementioned special signs shall become the property of the Contractor at the conclusion of this project and shall be removed from the worksite.

Access to driveways and businesses must be maintained during construction.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Section 11 Work Area Traffic Control

Section 12 of the Caltrans Standard Specifications shall be included as a part of this specification.

The "MANUAL OF TRAFFIC CONTROLS" for Construction and Maintenance Work Zones as published by the State of California, Business and Transportation Agency and Housing Agency, Department of Transportation, shall be included in this specification.

Section 12-2.02 "Flagging Costs" is amended so that flagging and/or flagman costs will not be shared between Contractor and City but will be borne totally and exclusively by Contractor.

The Contractor shall provide and maintain all construction area traffic controls in accordance with the "MANUAL OF TRAFFIC CONTROL."

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 50 feet on tangents or 25 feet on curves except when used for lane closures. When used for lane closures, the fluorescent traffic cones or portable delineators shall be placed at intervals not to exceed the following:

Tapers	25 feet
Edge of closed lane	50 feet
Tangents	50 feet
Curves	25 feet

If the traffic cones of portable delineators are damaged, displaced or are not in an upright position, from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish such flagmen as are 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 warning to the public that the highway is under 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 State of California 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 above specified, 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 and pay for these devices.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

The Contractor shall notify local authorities of his intent to begin work at each location at least 2 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Unless the Contractor makes other arrangements satisfactory to the Engineer and the owners, the following shall also apply to business establishments:

- 1) For each establishment (such as, but not limited to, gas stations, markets and other "drive-in" businesses) on the corner of an intersection which has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access to at least one driveway on each intersecting street.
- 2) For each establishment (such as, but not limited to, motels, parking lots and garages) which has a one-way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to both the entrance driveway and the exit driveway.

At least one week and again 24 hours in advance of closing or restricting access to any property, the Contractor shall notify the owner or resident of said property. The Contractor shall conduct all operations so as to provide reasonable access to the adjacent properties and have no greater length or quantity of work under construction than can be properly prosecuted with a minimum of inconvenience to the public and other contractors engaged on adjacent or related work.

Only one lane shall be closed during the hours specified in Section 14 of PART III of this specification. No work that interferes with public traffic shall be performed except during the hours specified for lane closures in Section 14.

Flashing arrow signs shall conform to Section 12-3.03 of the State Standard Specifications.

The contract total price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing of the components of the traffic control system. The total price shall also include all associated flagging and/or flagman costs.

Section 12 Parking Control

If parking restrictions are required for the execution of the work the contractor shall post "temporary tow away and no parking" signs. The signs must be posted at least 24 hours in advance of the restriction and shall be the type of sign that states date and time of restriction. The sign shall be approved by the City Development Services Director prior to

posting. The Contractor shall not nail any signs to trees. The signs shall be removed immediately after construction has been completed.

Section 13 Site Security

The Contractor shall assume the responsibility for security of each site. This responsibility includes applicability of insurance along with indemnification of the City and loss due to vandalism, theft or illegal dumping.

Section 14 Traffic Striping and Pavement Markers

For temporary traffic control during construction, all pavement striping markers shall be applied in accordance with Section 310-5.6 of the Standard Specifications. The Contractor shall furnish all temporary layout alignment, if required.

Section 15 Notification of Property Owners/Occupants

“The Contractor shall notify all affected residents and/or businesses in writing twice prior to construction:

1. First notice (general information) two (2) weeks before
2. Second notice Forty-eight (48) hours before, specifying the exact day/s that construction will occur, and during what hours. Said notice shall be submitted to the Engineer for approval at the preconstruction meeting.”

Compensation for the aforementioned shall be paid for in the total contract price bid and no additional compensation will be allowed.

Section 16 Utilities

Refer to Part III, Section 15 of the General Provisions for utility locations. The Contractor shall notify Dig Alert (811) before commencing any excavation.

Section 17 Submittals

Prior to issuance of Notice to Proceed, the Contractor shall submit to the Engineer:

- The required bonding and insurance information as specified in Part 1 (Bidding And Contractual Documents) of this of bid document
- Personnel assigned to the project
- List of subcontractors
- Certifications listed in this provision and General Provisions.

Within 10 days after the issuance of Notice to Proceed, the contractor shall submit to the Engineer:

- Construction schedule
- Traffic Control Plan
- Concrete mix design

Prior to project acceptance, the contractor shall submit to the Engineer.

- Certifications listed in this provision and General Provisions
- Warranties information.

PART V

TECHNICAL SPECIFICATIONS

**State Aid Project LPPSB1L-5 5278(021) South Center Street
Pedestrian Drainage Improvement Project**

**PART V
TECHNICAL SPECIFICATIONS**

SECTIONS:

V.1 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

V.2 CONSTRUCTION AREA SIGNS

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Furnish Sign" of these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II reflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX reflective sheeting shall be used for stationary mounted construction area sign panels.

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47 (CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance; shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	(800) 642-2444 (800) 227-2600
Underground Service Alert-Southern California (USA)	(800) 422-4133

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

Construction area signs placed within 15 feet from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in "Construction Area Traffic Control Devices" of these special provisions.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

V.3 MAINTAINING TRAFFIC

Attention is directed to Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety."

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

Whenever work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when construction operations are not actively in progress. On Saturdays, Sundays and designated legal holidays, ramps and one lane in each direction of travel on multilane roadways may be closed to public traffic for the sole purpose of maintaining the surface as required in Section 37-1.07, "Finishing," of the Standard Specifications. Lane closures on Saturdays, Sundays and designated legal holidays shall be restricted to daylight hours when public traffic will be least inconvenienced and delayed, as determined by the Engineer.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. Other modifications will be made by contract change order.

V.4 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

GENERAL

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE AND CENTERLINE DELINEATION

Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive

recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary lane line or centerline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum of 14 days. Prior to the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing the temporary raised pavement markers used for temporary lane line and centerline delineation (including the signing specified for "no passing" zones) and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract prices paid for the items of work that obliterated the lane line and centerline pavement delineation and no separate payment will be made therefore.

The lateral offset for traffic cones, portable delineators or channelizes used for temporary edge line delineation shall be determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edge lines, the Contractor shall provide personnel to remain at the project site to maintain the cones or delineators during hours of the day that the cones or delineators are in use.

V. 5 ENGINEERING SURVEYING SITE EXAMINATION

General:

The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site and for having satisfied himself as to the conditions under which the work is to be performed. No claim for allowances because of his error or negligence in acquainting himself with the conditions at this site will be recognized.

The work shall consist of performing the construction layout and staking for the entire project, the work performed will include all staking for base material, pavement, striping, and replacing any monuments and ties removed or destroyed by the Contractor's operations. All will be approved by the representative of the City of Westmorland.

Measurement and Payment:

Payment shall be not be made separately, but shall be included in the cost of other items of work and shall include full compensation for all work performed in construction staking as well as replacement of monuments and ties, including recordation of new monuments and shall include all materials, equipment, labor and incidentals to complete the item of work in place.

V.6 EXISTING SURVEY MONUMENTS

Survey monuments shall be protected in place. Monument housing shall be raised to match the finish grade of pavement.

At the option of the contractor, survey monuments shall be re-established by Licensed Land Surveyors. Survey monuments shall be in conformance with the provisions in Section 81, "Monuments," of the Standard Specifications and these special provisions.

The cast steel and gray cast iron frames and covers, including hardware, shall conform to the provisions in Section 55-2, "Materials," of the Standard Specifications.

V.7 EXCAVATION

PCC removal, earthwork and grading shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Contractor will remove; excavate to a depth of 12" the area marked out by surveyor.

Surplus excavated material shall become the property of the Contractor and shall be recycled and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material outside the Highway Right of Way," of the Standard Specifications.

V.8 AGGREGATE BASE

Aggregate base shall be Class II, and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 2 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

Payment

Payment for any aggregate base needed on the job will be included in the Lump Sum bid amount listed in the bid proposal and no other payment will be made therefor.

V.9 ASPHALT CONCRETE

Asphalt concrete shall be 3/8 inch Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications.

Payment

Payment for any asphaltic concrete needed on the job will be included in the Lump Sum bid amount listed in the bid proposal and no other payment will be made therefor.

V.10 MISCELLANEOUS CONCRETE CONSTRUCTION

Concrete for miscellaneous minor structures shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

PCC Concrete shall contain 6.5 sacks of cement per cubic yard, and obtain compressive strength of 4,500 PSI after 28 days of curing time, and shall contain 1 ½ lbs. polypropylene fiber per cubic yard. Polypropylene fiber by Fiber Mesh Co., Forta Mono, OAE.

Measurement and Payment

Work will include all labor, materials, equipment as needed to construct the item as shown on the plans and details.

Concrete work will be included in the bid contract lump sum price listed in the bid proposal (LS) and no other payment will be made.

V.11 DEMOLITION

Demolition shall consist of removal of existing PCC material (general demolition) and Includes saw cutting, excavation, and hauling of materials off-site for recycling before retention payment is made.

Measurement and Payment

Demolition will not be paid separately but will be included in the Lump Sum bid item as listed in the Bid Proposal and no other payment will be made therefor.