

# CITY OF REEDLEY

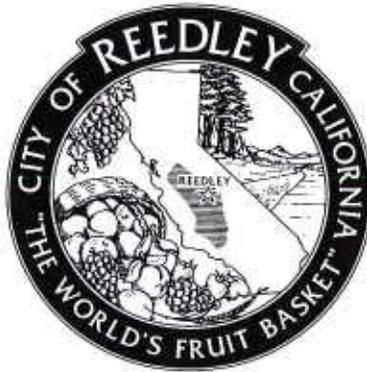
## PROJECT SPECIAL PROVISIONS

For

SAFE ROUTES TO SCHOOL

WASHINGTON AVE. SIDEWALK PROJECT

CALTRANS SR2S PROJECT No. SR2SL-5216(045)



June 21, 2013

Prepared by:

**City of Reedley**

**Public Works Department**

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Reedley, CA 93654

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BIDDER: \_\_\_\_\_

Print Name of Company

**SAFE ROUTES TO SCHOOL  
WASHINGTON AVENUE SIDEWALK PROJECT  
CALTRANS SR2S PROJECT No. SR2SL-5216(045)**

City of Reedley  
Department of Public Works  
Special Provisions

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# **CITY OF REEDLEY DEPARTMENT OF PUBLIC WORKS**

## **SPECIAL PROVISIONS**

**Annexed to Caltrans SR2S Project No. SR2SL-5216(045)**

### **SECTION 1. SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006 and the Standard Plans dated May 2006, of the Department of Transportation insofar as the same may apply and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

### **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

#### **2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid and Contract Documents for the project and shall be properly filled out and executed. The bidder's bond form included in the Bid and Contract Documents may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid and Contract Documents. Signing the Bid and Contract Documents shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out

applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of CA DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

#### **3-1.01 GENERAL**

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: City of Reedley, City Clerk's Office, 1733 Ninth Street, Reedley, Ca., 93654

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 award, if awarded, will be made within 30 calendar days after the opening of bids.

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 Reedley, 1733 9th Street, Reedley, Ca 93654 Attention: Public Works Director.

### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work;" in Section 8-1.06 "Time of Completion;" and in Section 8-1.07, "Liquidated Damages;" of the Standard Specifications and these special provisions.

The Contractor shall begin work within 10 calendar days after the contract has been approved by an authorized representative of the City of Reedley.

This work shall be diligently prosecuted to completion before the expiration of **(15) WORKING DAYS**.

Estimated Project Timeline:

July 12, 2013 –Opening of Bids  
July 23, 2013 –Contract award by City Council  
August 5, 2013 –Contractor to begin work  
August 23, 2013 –All work must be completed

The Contractor shall pay to the City of Reedley in 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.

## **SECTION 5. GENERAL**

### **5-1. MISCELLANEOUS**

#### **5-1.1 LABOR NONDISCRIMINATION.**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

#### **5-1.2 PREVAILING WAGE.**

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Reedley address and are made part of these contract documents by reference.

#### **5-1.3 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

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

#### **5-1.4 NOT USED**

#### **5-1.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

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

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

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

#### **5-1.6 SUBCONTRACTOR RECORDS**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall show the date of payment and the total dollar figure paid to all of these firms.

Upon completion of the contract, a summary of these records shall be prepared on "an acceptable form" to the City of Reedley, and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Public Works Director. The form shall be furnished to the Public Works Director within 90 days from the date of contract acceptance. The amount of \$5,000 will be withheld from payment until a satisfactory form is submitted.

#### **5-1.8 PERFORMANCE OF SUBCONTRACTORS**

The subcontractors listed by you in Bid and Contract Documents shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

#### **5-1.9 SUBCONTRACTING**

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Reedley may exercise the remedies provided under Pub Cont Code § 4110. The City of Reedley may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 50 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Public Works Director.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Public Works Director, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

#### **5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **5-1.11 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.

#### **5-1.15 PAYMENTS**

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

Pursuant to SB 293 of the California Legislation, the City shall retain five (5) percent of the estimated value of the work done for each progress payment as part security for the fulfillment of the contract by the contractor. At the discretion of the Public Works Director, at any time after fifty (50) percent of the work has been completed, if the Public Works Director finds that satisfactory progress is being made, the City may reduce the amount retained from any of the remaining partial progress payments in accordance with Section 9203 of the State Public Contract Code.

Retention shall be released at the latest sixty (60) days after the occurrence of any of the definitions of "Completion" for purposes of Public Contract Code Section 7107 (see definitions of "Completion" below). Any final payment and release of retentions will exclude any amounts withheld in conformance with Section 9-1.05, "Stop Notices" and Public Contract Code section 7107.

For purposes of retention release under Public Contract Code 7107, "completion" means any of the following:

1. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
2. The acceptance by public agency, or its agent, of the work of improvement.
3. After the commencement of a work of improvement, a cessation of labor on the work of the improvement for a continuous period of 100 days or more, due to factors beyond the control of the contractor.
4. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record of notice of cessation or notice of completion.

## 5-1.16 ENCROACHMENT PERMIT

Prior to start work within the City of Reedley's right-of-way or work affecting the City facilities, the contractor will be required to obtain an Encroachment Permit from the Public Works Department at:

City of Reedley  
Department of Public Works  
Office of the Public Works Director  
1733 Ninth Street  
Reedley, CA 93654

Application fee and site inspection costs, due at the time of application, are \$0.00. A copy of this Encroachment Permit was issued to the City of Reedley and is available at:  
1733 NINTH STREET, REEDLEY, CA 93654 (559) 637-4200, Ext. 214.

Full compensation for conforming to the requirements in this permit shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

## SECTION 6. CITY SPECIAL PROVISIONS

### 6.1 DELAY CLAIM

Contractor must give "Written Notice" of Delay Claim within ten (10) days of event or occurrence giving rise to the Delay Claim, or Contractor waives its Delay Claim.

For purposes of this Contract, Delay Claim shall be defined as follows:

*A written demand by Contractor seeking time or compensation, or both, for delays to the Project, such claim must include documents supporting said Delay Claim, including, but not limited to, evidence of all facts supporting alleged claim and current schedule showing impact or event or occurrence on Critical Path.*

The Contractor understands and agrees that Contractor cannot file a Delay Claim unless event or occurrence delays completion of the Project beyond the contractual completion date.

The Contractor understands and agrees that Contractor cannot file a Delay Claim unless delay is to critical activity while said Critical Activity is on the Critical Path.

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by the City is a condition precedent to any action, proceeding, litigation, suite, or demand for arbitration by Contractor.

## **6.2 NOTICE TO RESIDENTS AND AGENCIES**

**The Contractor shall give written notice to all of the residents within the project limits as to when construction is to start, end, and the contractors name and phone number. A standard form may be used.**

For every occurrence when property access, sewer service or water source is to be interrupted by the Contractor's work, the Contractor shall give written notice to all affected residents/tenants not less than two (2) calendar days nor more than five (5) calendar days prior to said interruption. These notice(s) shall be in addition to the initial notice to residents described above.

The Contractor shall conduct his operations in a manner which minimizes these disruptions, shall so instruct his labor force and subcontractors to minimize disruption, and shall provide accurate and timely information to residents and business along the work as well as the public. All workers shall conduct themselves in a respectful and businesslike manner while engaged in work on this project.

Full compensation for conforming to the requirements to notify residents and agencies shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

## **6.3 REGIONAL NOTIFICATION CENTER CONTACT**

Contractor shall, except in an emergency as defined below, contact the appropriate regional notification center at least two (2) full days prior to commencing any excavation, if the excavation will be conducted in an area or on a private easement which is known, or reasonably should be known, to contain subsurface installation, other than the underground facilities which may be owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by Contractor unless such an inquiry number has been assigned to Contractor, or any subcontractor of the Contractor, and the City has been given the identification number by Contractor in writing.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of or damage to life, health, property, or essential public services. Emergency includes such occurrences as riot, accident, or sabotage (Government Code Section 3216).

Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right-of-way (Government Code Section 4216).

## **6.4 CONTRACTOR'S LIABILITY INSURANCE**

Contractor shall indemnify, save, keep and hold harmless the City of Reedley (City), Kings Canyon Unified School District (School District), Engineer/Architect, California Department of

Transportation (Caltrans) and each of their respective officers, agents and employees against any and all claims, demands, causes of action, damages (including damages to City property), costs, or liabilities (including cost of liabilities of City employees), in law or equity, of every kind or nature whatsoever, directly or proximately caused by the performance of the contract, whether such performance is by Contractor, his subcontractor, or anyone directly or indirectly employed by him. Contractor shall, at his sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted by third parties against City, School District, Engineer/Architect, Caltrans and each of their officers or employees on any such claim, demand, or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against City, School District, Engineer/Architect, Caltrans and each of their officers or employees on any such claim, demand or other legal proceedings. City will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

A. Minimum Scope of Insurance - Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73 or most recent revision) covering Comprehensive General Liability, and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 1/87 or most recent revision) covering Automobile Liability code 1 (any auto).
3. Worker's Compensation as required by the Labor Code of the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance - Contractor shall maintain limits no less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage.
3. Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident

C. Deductibles and Self-Insured Retention's - Any deductibles or self-insured retention's must be declared to and approved by the City and Caltrans. At the option of City, Engineer/Architect, School District or Caltrans: either the insurer shall reduce or eliminate such

deductibles or self-insured retention's as respects City, Engineer/Architect, Caltrans and each of their officials and employees; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions - The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Coverage

- a. City, Engineer/Architect, School District and Caltrans and each of their officials, employees and volunteers are to be covered as additionally insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, School District, Engineer/Architect, Caltrans and each of their officials, employees or volunteers. The contractor's property damage liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so call "x", "c", or "u" exclusions.
- b. Contractor's insurance coverage shall be primary insurance as respects City, School District, Engineer/Architect, Caltrans and each of their officials, employees and volunteers. Any insurance or self-insurance maintained by City, School District, Engineer/Architect, Caltrans and each of their officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City, School District, Engineer/Architect, Caltrans and each of their officials, employees or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability Coverage- The insurer shall agree to waive all rights of subornation against City, School District, Engineer/Architect, Caltrans and each of their officials, employees and volunteers for losses arising from work performed by Contractor for City.

3. All Coverage's- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, revoked, voided, canceled or reduced on coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to City, School District, Engineer/Architect, Caltrans.

- E. Acceptability of Insurers - Insurance shall be placed with insurers with a Best's rating of no less than A-VIII
- F. Verification of Coverage - Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by City and are to be received and approved by City before work commences.
- G. Subcontractors - Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

## 6.5 CONTRACT ADMINISTRATION

The work embraced herein shall be administered by the City of Reedley Public Works Department. All construction staking, inspection, progress payment preparation, and other construction reviews shall be provided by the City except where specifically set forth otherwise in these Specifications, or as designated by the Public Works Director.

## 6.6 PRECONSTRUCTION CONFERENCE

Prior to the start of construction, a meeting will be called by the City with the Contractor, Sub-Contractors, Caltrans and interested agencies affected by the work, to discuss the proposed work. **The Contractor shall present a proposed construction schedule at this meeting.** The schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, procurement of materials, and scheduling of equipment. The construction schedule shall reflect completion of all work under this contract within the specified time and in accordance with these Special Provisions. The Contractor shall also furnish a plan showing proposed traffic control during construction, all to be approved by the City prior to commencement of work. The Contractor shall also furnish, upon request, any and all material compliance certifications for review by the City.

At this meeting, the Contractor shall also furnish to the City an emergency availability list, which lists persons, together with their addresses and home telephone numbers, who are authorized to act on behalf of the Contractor in an emergency arising out of conditions at the work site after normal working hours.

## 6.7 ONE-YEAR GUARANTEE

Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work, workmanship, and materials for a period of one-year after recorded acceptance of the work by the City and shall repair or remove and replace any and all such work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship and/or

materials within the one-year period from date of acceptance, without expenses whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within a week after being notified in writing, the City is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefore immediately on demand. Such action by the City will not relieve the Contractor of the guarantee required by this article or elsewhere in the contract document.

If, in the opinion of the City defective work creates a dangerous condition or requires immediate correction or attention to prevent interruption of operations of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this article or elsewhere in the contract documents.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the City with all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period, whether provided for in this article or elsewhere, shall in any way limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of the Standard Specifications.

## **6.8 SPECIAL ENVIRONMENTAL CONDITIONS**

An environmental evaluation conducted for this project determined that there are no environmental mitigations required for this project.

## **6.10 RELATIONS WITH OTHER UTILITIES**

The Contractor may be required to work closely with Pacific Gas and Electric (PG&E), Verizon Telephone, and the Southern California Gas Company. This project may involve the relocation and/or adjustment of existing facilities not owned by the City. The Contractor shall coordinate work efforts with the respective utility companies. All of the involved utilities have been notified and are aware of the pending work. Utility contacts and their phone numbers are listed on the cover sheet of the plans. Should the Contractor fail to give sufficient notice to the affected utility company and a delay in work is encountered, the Contractor could be held liable should the project exceed the stated time of completion. The City will make every effort to work with the Contractor and the utility companies in coordinating work efforts but will not be held liable should a delay be encountered.

## **6.11 SITE MAINTANENCE (House Keeping)**

The Contractor and/or subcontractor(s) working on site on any given day shall make sure that all construction debris/dirt/trash etc., is picked up and removed from all travel ways (streets and sidewalks) at the end of each work day. Site maintenance is of great importance. The City will inspect all project site(s) at the end of each working day. If the City deems the site(s) unacceptable, the Contractor and/or Sub contractor shall make the needed corrections or face a penalty of \$150.00 per day. It is strongly recommended that the last contractor on site call the City for a quick review of the project site. In no case shall sediment, dirt, or construction debris be allowed to enter the City storm drain system.

## **6.12 SOURCE OF CONSTRUCTION WATER AND USAGE**

Watering shall conform to the provisions in Section 17, "Watering," of the State Standard Specifications and these Special Provisions.

Water for construction will be furnished at no cost to the Contractor. The Public Works Director will designate the hydrant or taps from which water may be drawn and the Contractor shall furnish his own equipment for transporting and applying water. Such equipment shall meet the approval of the Public Works Director.

The Contractor or his subcontractors shall provide, at all times, an approved backflow prevention device between the public water supply and his equipment for transporting water or when there appears that a backflow condition could be caused by the method or equipment used by the Contractor or his subcontractors to draw water from the public supply. No water will be supplied until the Contractor has complied with the aforementioned requirement to supply an approved backflow prevention device.

When water is not needed for dust control or proper prosecution of the work, watering equipment may be removed from the project.

Full compensation for transporting and applying water and providing an approved backflow prevention device, if required, shall be included in the price bid for the various items of work and no additional compensation shall be made, therefore.

## **6.14 COMPACTION & CONCRETE TESTING**

The Owner will retain and pay a qualified soils engineer to take all field samples and do all laboratory testing necessary to insure compliance of the work to the Contract Documents. The soils engineer shall submit results of all testing done during the course of the work to the Owner, Engineer/Architect, and Contractor.

Notify testing lab a minimum of 24 hours in advance of testing is required to satisfy requirements of this section.

Should the test results show work which does not satisfy the requirements of the Contract Documents, the Contractor shall pay for all additional tests required to determine the extent of

work that is not satisfactory and for all additional tests necessary to demonstrate compliance with these specifications. Payment for the re-testing shall be made by the Owner and deducted from payments made to the Contractor.

### **6.15 CONSTRUCTION STAKING**

The Owner will retain and pay a qualified surveyor to set construction stakes necessary to insure compliance of the work to the Contract Documents. The Contractor shall provide at least 48 hours notice when requesting staking.

Contractor shall pay for all re-staking made necessary to replace stakes destroyed or removed during the project. Payment for the re-staking shall be made by the Owner and deducted from payments made to the Contractor.

### **6.16 DAILY PERSONNEL AND EQUIPMENT REPORTS**

The Contractor shall be required per these special provisions to prepare and submit daily reports of all personnel and equipment used on the project each and every day. Reports must be submitted to the inspector either at the end of the workday or first thing in the following morning. Failure to submit reports will result in delaying the next progress payment. Daily reports must be reviewed and signed by the job supervisor. The prime contractor is also responsible for the submission of the daily reports by all subcontractors. See appendix for a reproducible copy of the daily report form.

### **6.17 WORK ZONE SAFETY AND MOBILITY**

It is the policy of the City of Reedley to adhere to the provisions of the MUTCD in order to provide a smooth and efficient flow of traffic, while retaining safety through the roadway work zone.

## **SECTION 7. FORCE ACCOUNT PAYMENT**

### **7-1.01 LABOR SURCHARGE**

Attention is directed to the provisions in Section 9-1.03A(1b) of the Standard Specifications. The labor surcharge to be added to the actual wages paid, as defined in Section 9-1.03A(1a) of the Standard Specifications, shall be **13** percent of the actual wages, except as provided for the premium portion of dump truck operation wages as provided in the Equipment Rental Rates referred to in Section "Equipment Rental Rates" of these Special Provisions.

### **7-1.02 RECORDS**

Attention is directed to the provisions in the second paragraph of Section 9-1.03C of the Standard Specifications.

The Contractor shall furnish to the Public Works Director completed daily extra work reports, on forms furnished by the Public Works Director for each day's extra work to be paid for on a force account basis no later than the second working day following the work for labor and equipment involved and no later than the fifth working day for material invoices and specialized forces. Unless otherwise permitted by the Public Works Director, no payment will be made for extra work on a force account basis if it has not been reported within the time and in the manner specified.

### **7-1.03 EQUIPMENT RENTAL RATES**

Attention is directed to the provisions of section 9-1.03A(3) of the Standard Specifications. The equipment rental rates to be paid are listed in a table entitled "County of Fresno, Public Works & Development Services Department, Equipment Rental Rates" on file with the Clerk of the Board of Supervisors, Room 301, Hall of Records, Fresno, California, and are incorporated herein by reference.

Copies of the equipment rental rates may be obtained from the County of Fresno, Public Works & Development Services Department, Design Services Section, Seventh Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, CA 93721. Phone (559) 262-4109.

The rates to be applied to this project are the latest rates dated on or before the date of approval of this contract for advertising. The date of approval for advertising appears on the last page of the Notice to Contractors for this project.

### **7-1.04 SUPPLEMENTAL WORK**

This bid item is provided for new and unforeseen work which will be classed as extra work in accordance with the provisions of Section 4-1.03D, "Extra Work," of the Standard Specifications. The dollar amount shown in the Proposal is an estimate only, and shall be included in each bidder's proposal.

Supplemental Work shall be performed only upon direct written authorization from the Public Works Director and daily extra work reports shall be submitted to and approved by the Public Works Director in accordance with the provisions of Section 9-1.03C, "Records," of the Standard Specifications.

## **SECTION 8. MATERIALS**

### **8-1.01 GENERAL**

Attention is directed to Section 6 of the Standard Specifications and Special Provisions. All materials required to complete the work under this contract shall be furnished by the Contractor.

A certificate of compliance may be required for materials used on this contract as directed by the Public Works Director.

When requested by the Public Works Director, the supplier or contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Public Works Director. Samples of the material from local sources shall be taken by or in the presence of the Public Works Director; otherwise the samples will not be considered for testing.

#### **8-1.02 CITY FURNISHED MATERIALS**

All materials will be furnished by the Contractor.

#### **8-1.03 MEASUREMENT OF MATERIALS**

Attention is directed to Section 9-1.01 "Measurement of Quantities" of the Standard Specifications and these Special Provisions.

#### **8-1.04 TRADE NAMES AND ALTERNATIVES**

Whenever an article, or any class of materials, is specified by trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended. The intent of the plans and specifications is to specify high grade standard equipment, and it is not the intent of these plans and specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those mentioned herein.

### **SECTION 9. DESCRIPTION OF WORK AND WORK INCLUDED**

#### **9-1.01 DESCRIPTION OF WORK**

The work includes, in general, clearing, grubbing, grading and the construction of sidewalk, curb, gutter, concrete handicap ramps and other miscellaneous improvements.

#### **9-1.02 WORK INCLUDED**

This project includes, but is not necessarily limited to, all work shown on the Project Plans, these Special Provisions, all drawings, plans, and specifications referenced elsewhere in these Special Provisions, as well as all work necessary or related to this project, as required to fulfill the intent of the plans and specifications for this project.

It is the intent of these Special Provisions to completely construct the various items of work as required to provide a finished and completed project to the highest standards of the industry consistent with these plans and specifications. All such work as shown and in compliance with the plans and specifications shall be included under the bid item. Any and all items of work not specifically listed or defined, but required to complete the project and fulfill the intent of the plans and specifications, shall be included under the various bid items.

No additional or separate payment will be made for work incidental or related to the bid items. All reference to contract measurement and payment shall be as shown under these Special Provisions as they supersede all other references.

The work includes all necessary clearing, grubbing, removals, excavation, grading, pathway preparation, pathway construction, preservation, maintenance and/or restoration of all existing facilities, signs, structures, etc., which are to remain in service; matching and meeting of existing grades; and utility box adjustment; and all incidental work related to the project.

## **SECTION 10. CONSTRUCTION DETAILS**

### **10-1. GENERAL**

#### **10-1.01 ORDER OF WORK**

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

The first order of work shall be to locate all of the utilities within the limits of construction and provide horizontal and vertical location data to the Public Works Director.

All existing underground improvements shall be protected at all times by the contractor or his subcontractors.

#### **10-1.02 MOBILIZATION**

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

After completion of the contract items of work, except the warranty, the amount, if any, of the contract item price for mobilization in excess of 10 percent of the original contract amount will be included for payment in the proposed interim estimate in conformance with the provisions in "Interim Estimate and Claims" of these special provisions.

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

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

#### **10-1.03 OBSTRUCTIONS**

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions. Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines

greater than 150 mm {6 inches} in diameter or pipelines operating at pressures greater than 415 kPa {60 pounds per square inch} (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Public Works Director and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
<b>Underground Service Alert-</b>	<b>811</b>

#### **10-1.04 DUST CONTROL**

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these special provisions.

#### **10-1.05 MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in 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. Pedestrian walkways shall be kept clear of obstructions.

Full compensation for providing and maintaining for pedestrian traffic through the project shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

#### **10-1.06 NOT USED**

#### **10-1.07 CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications.

The contract lump sum price paid for Clearing & Grubbing includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Clearing & Grubbing, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.08 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Except as otherwise provided for damaged materials in Section 15-2.04, "Salvage," of the Standard Specifications, the materials to be salvaged shall remain the property of the City of Reedley as designated on the Plans and as directed by the Engineer, and shall be cleaned, packaged, bundled, tagged, hauled and stockpiled.

City materials to be salvaged shall be delivered to the Public Works Yard. Contact the Public Works Director, (559) 637-4200 forty eight (48) hours prior to delivering materials.

### **10-1.09 REMOVE AND SALVAGE**

Existing equipment, where shown on the plans to be salvaged, shall be removed and salvaged. Salvaged materials shall be hauled to and stockpiled to the City of Reedley Corporate Yard.

Full compensation for Remove and Salvage shall be considered as included in the contract lump sum price paid for Clearing and Grubbing and no additional compensation will be allowed therefore.

### **10-1.10 NOT USED**

### **10-1.11 NOT USED**

### **10-1.12 REMOVE EXISTING TREES**

Existing trees shall be removed at locations shown on plans.

The contract lump sum price for removing existing trees shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing existing trees including stump removal to a depth of 24" below finished grade as shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Public Works Director.

### **10-1.13 EARTHWORK AND GRADING**

Roadway Excavation shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications.

The contract prices paid for Rough Grading, Earthwork Haul, Scarify, Compaction of subgrade and Fine Grading shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the various earthwork items as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Public Works Director. This is a final paid item.

### **10-1.14 SAW CUTTING**

Where existing pavement or concrete is to be removed, it shall be saw cut to a minimum depth of two (2) inches or the full depth of the section, whichever is less, with an abrasive type saw at or outside the planned lines and removed without damage to any portion that is to remain. Should

the contractor damage the saw-cut edges during construction, he shall then re-cut the edges at his cost.

Full Compensation for saw cutting concrete to be removed shall be included in the contract prices paid for saw cut and removal of concrete pavement and saw cut and removal of asphalt concrete pavement, and no additional compensation will be allowed therefore.

**10-1.15 NOT USED**

**10-1.16 RECONSTRUCTION OF EXISTING HIGHWAY FACILITIES**

Existing highway facilities shown on the plans or specified in these special provisions to be removed, relocated or salvaged shall remain in place until their use, as determined by the Public Works Director, is no longer required. Repair or replacement of damaged facilities shall be completed within 10 working days of the damage.

Full compensation for Reconstruction of Existing Highway Facilities shall be considered in the contract lump sum price paid for Clearing & Grubbing and no additional compensation will be allowed therefore.

**10-1.17 MISCELLANEOUS CONCRETE CONSTRUCTION**

Sidewalks, curb ramps, drive approaches, rolled curb, curb and gutter shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

All miscellaneous concrete construction shall be six sack Class 2 concrete.

Curb ramp detectable warning surface shall consist of raised truncated domes constructed or installed on curb ramps in conformance with the details shown on the plans and these special provisions. At the option of the Contractor, the detectable warning surface shall be prefabricated, cast-in-place, or stamped into the surface of the curb ramp. The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538. The concrete unit price paid per SF for furnishing and installing tactile warning devices shall include full compensation for all labor materials, tools, equipment and incidentals required to complete this item of work and not additional compensation to be made therefore.

The contract prices paid for concrete sidewalks, concrete accessible curb ramps, concrete drive approach, 6" concrete curb and gutter and 6" concrete rolled curb and gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the various concrete items as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Public Works Director.

### **10-1.18 ASPHALT CONCRETE**

This work includes producing and placing hot mix Asphalt Concrete Patching, Type-A. Asphalt Concrete shall be produced at an established commercial mixing plant. The aggregate and asphalt binder shall be heated and mixed thoroughly. Maximum size aggregate shall be ½ inch (medium). Asphalt Concrete shall be spread and compacted in accordance with the following:

Asphalt Concrete shall be spread with a self-propelled spreader ready for compaction without further shaping. Compaction shall be performed with a steel-tired tandem roller weighing not less than 8 tons and shall consist of not less than 3 complete coverages of the roller over each layer, with proper overlap to prevent displacement. The first coverage shall be completed before the temperature of the mixture drops below 250° F., unless a lower temperature is directed the Public Works Director.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

Compensation for the work performed under this section "Asphalt Concrete," shall conform to the provisions in Section 39-8.01, "Measurement," and Section 39-8.02, "Payment," of the Standard Specifications.

The contract price paid per ton for hot mix Asphalt Concrete Patching, Type-A shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Asphalt Concrete Patching as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Public Works Director. This is a final pay item.