

**NOTICE INVITING BIDS,  
BID PROPOSAL, CONTRACT,  
SPECIFICATIONS, AND SPECIAL PROVISIONS**

**FOR**

**EAST PARK WAY WATER MAIN IMPROVEMENTS PROJECT**

**IN THE  
CITY OF DINUBA, CALIFORNIA**

**JASON WATTS  
CITY ENGINEER**



**JUNE 2025**

**PREPARED FOR**

**CITY OF**



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**NOTICE INVITING BIDS**

Sealed proposals will be received at the office of the City Clerk, 405 E. El Monte Way, Dinuba, California 93618, until **Wednesday July 2nd, 2025 at 1:30pm**, at which time they will be publicly opened and read in said building for construction in accordance with the specifications therefore, to which special reference is made as follows:

**EAST PARK WAY WATER MAIN IMPROVEMENTS PROJECT**

Plans and specifications applying to this project may be obtained online at CIPLIST.com.

Plans and specifications can be examined at the office of the Director of Public Works at 1088 E. Kamm Avenue, Dinuba, California 93618.

No bidder may withdrawal his/her bid within 30 days after the actual date of the opening thereof.

Plan holder names may be obtained only from the City Engineer, beginning six working days prior to the date of bid opening.

Inquiries regarding this project should be directed to the City Engineer, Jason Watts, P.E., (559) 802-3052

Bids shall be submitted in a sealed envelope addressed to the City Clerk labeled with the name of the bidder, the name of the project and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING."

A bid will not be considered unless it is made on the bid proposal form furnished by the City Engineer. Each bid must be accompanied by a certified cashier's check or bidder's bond, made payable to the City of Dinuba, for an amount equal to at least ten percent (10%) of the amount bid. A Performance Bond in the amount equal to one hundred percent (100%) of the contract amount and a Labor and Materials Bond in the amount equal to one hundred percent (100%) of the contract amount will be required by the City from the bidder to whom the contract is awarded within ten (10) days after notice of award of the contract.

A contract will not be awarded to a Contractor who has not been licensed in accordance with the provisions in Public Contract Code Section 3300, as amended, or whose bid is not on the bid proposal form included in the contract documents. A valid California Class 'A' Contractor's License is required for this Project.

The City of Dinuba hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise (DBE), Minority Business Enterprise, and Women-Owned Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

In accordance with the provisions of Labor Code Section 1771, this Project is subject to the general prevailing rates and wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8. Said

wages are on file with the City Clerk, City of Dinuba, 405 E. El Monte Way, Dinuba, California, or on the State of California Department of Industrial Relations website at [www.dir.ca.gov/dirdatabases.html](http://www.dir.ca.gov/dirdatabases.html), and are incorporated herein by reference.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5[with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bids are required for the entire work described herein. Bids will be compared on the basis of the total bid items.

The City Council reserves the right to reject any or all bids, to waive any informality in the bids received, or to award the contract to the lowest responsible bidder as may serve the best interests of the City of Dinuba.

City Council, City of Dinuba

Dated: 06/02/2025

BY: Maria Alaniz  
City Clerk

Date of Publication June 5<sup>th</sup> & 12<sup>th</sup>, 2025

**PROPOSAL TO THE CITY OF DINUBA  
EAST PARK WAY WATER MAIN IMPROVEMENTS PROJECT  
IN THE CITY OF DINUBA**

The work to be done and referred to herein is in the City of Dinuba, State of California, and located within existing or street rights of way or City-owned property. All work will be considered on the basis of the total bid for furnishing and placing the materials complete as specified.

TO THE CITY COUNCIL:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposal form of contract, and plans herein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the City of Dinuba to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth; and that he will take in full payment therefore, the following prices, to wit:

**BASE BID:**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
1.	LUMP SUM	L.S.	Mobilization and Demobilization (Not to Exceed \$35,000) at _____ _____ per L.S.	LUMP SUM	_____
2.	LUMP SUM	L.S.	Traffic Control System at _____ _____ per L.S.	LUMP SUM	_____
3.	LUMP SUM	L.S.	Water Pollution Prevention and Dust Control at _____ _____ L.S.	LUMP SUM	_____
4.	LUMP SUM	L.S.	Miscellaneous Facilities and Operations at _____ _____ per L.S.	LUMP SUM	_____

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
5.	3,400	L.F.	Sawcut at _____ _____ _____ per L.F.	_____	_____
6.	12,415	S.F.	Remove Asphalt Concrete at _____ _____ _____ per S.F.	_____	_____
7.	7	EA	Remove Existing Water Valve Well Box & Lid at _____ _____ _____ per EA	_____	_____
8.	1,325	L.F.	Install 8" Water Main at _____ _____ _____ per L.F.	_____	_____
9.	24	E.A.	Install 1" Water Service at _____ _____ _____ per E.A.	_____	_____
10.	2	E.A.	Install 2" Water Service at _____ _____ _____ per E.A.	_____	_____
11.	25	L.F.	Install 6" Fire Hydrant Service at _____ _____ _____ per L.F.	_____	_____
12.	2	E.A.	4" Water Valves at _____ _____ _____ per E.A.	_____	_____
13.	5	E.A.	6 "Water Valves at _____ _____ _____ per E.A.	_____	_____

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ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
14.	9	E.A.	8 "Water Valves at _____ _____ _____ per E.A.	_____	_____
15.	2	E.A.	12 "Water Valves at _____ _____ _____ per E.A.	_____	_____
16.	8	E.A.	Connect Existing Water Service to New Water Main at _____ _____ _____ Per E.A.	_____	_____
17.	22	E.A.	Install City Furnished Water Meter Box/Lid at _____ _____ _____ per E.A.	_____	_____
18.	17	EA	Install Concrete Meter Box Perimeter Pad _____ _____ _____ Per EA.	_____	_____
19.	18	E.A.	Vertical Adjustment of Water Service at _____ _____ _____ Per E.A.	_____	_____
20.	1	E.A.	Install Commercial Drive Approach at _____ _____ _____ Per E.A.	_____	_____
21.	1	E.A.	Remove Existing Wharf/Install Fire Hydrant at _____ _____ _____ Per E.A.	_____	_____

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ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE	TOTAL AMOUNT
22.	2	E.A.	Connecting Existing 6" Fire Service to New Water Main at _____ _____ _____ Per E.A.	_____	_____
23.	285	S.F.	Concrete Valley Gutter at _____ _____ _____ Per S.F.	_____	_____
24.	405	TON.	Hot Mix Asphalt (5" Asphalt Concrete) at _____ _____ _____ per TON.	_____	_____
25.	LUMP SUM	L.S.	Dinuba Encroachment Permit (\$245 + 4% of Construction Costs) at _____ _____ _____ per L.S.	LUMP SUM	_____

TOTAL AMOUNT OF BASE BID, ITEMS 1 THRU 25      \$ \_\_\_\_\_

Total amount of Base Bid, Items 1 thru 25 is (in words)

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Total" column for the item shall prevail in accordance with the following.

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract, as foresaid, and to give the two bonds in the sums to be determined as foresaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

A certified or cashier's check made payable to the City or a bid bond in favor of said City for

\_\_\_\_\_ (\$ \_\_\_\_\_),  
which amount is not less than 10 percent (10%) of the total amount of this proposal, is attached hereto and is given as a guarantee that the undersigned will execute a Contract and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City.

The undersigned certified that he has a valid license as Contractor in the State of California, for Class \_\_\_\_\_, the number of which is \_\_\_\_\_, and the expiration date of which is \_\_\_\_\_. The undersigned also certifies that he is registered with the Department of Industrial Relations with DIR Number \_\_\_\_\_. The representations made herein are made under penalty of perjury.

Signature of bidder, with business name, address, and telephone number.

(1) \_\_\_\_\_  
Bidding Firm

(2) \_\_\_\_\_  
(Corp.) (Indiv.) (Partner)

(3) \_\_\_\_\_  
Business Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Area Code                      Telephone

(4) \_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Type or Print Name of Authorized Person

(PLEASE SEE THE FOLLOWING INSTRUCTION REGARDING SIGNATURE)

- (1) If the bidder is an individual, enter name here in current style used in business, if a joint venture, exact names of all persons and / or entities participating in the joint venture; if a partnership, the correct trade style used in the partnership; if a corporation, the exact name of the corporation under which it is currently incorporated and operating.
- (2) If the bidder is other than an individual, identify here its character, i.e., joint venture, partnership, corporation (including state of corporation), etc. If the bidder is an individual operating under a fictitious or trade name, state "Individual DBA (trade name in full)."
- (3) State on this line the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder, are to be addressed.
- (4) If bidder is: (i) a joint venture, signature must be one of the joint ventures, and if any of the joint ventures is a partnership or corporation each participating partnership must sign by a general partner, and each participating corporation by an authorized officer or employee; (ii) a partnership, by a general partner, or (iii) a corporation, by an authorized officer or employee. The title of the person signing must appear his signature. Where a partnership or corporation is a bidder or signer the name of all other general partners and/or the names of the president and secretary of the corporation and their business address must be shown below:

_____	_____
_____	_____
_____	_____

NOTE:

All signatures must be printed under written signature.

NOTE:

All addresses must be complete with street number, city, and state.

NOTE:

Bidders may be required to provide any and all other names and/or form(s) of organization (s) under which business has been done in the prior five (5) years.

NOTE:

Bidders may be required to provide any and all other names and / or forms(s) of organization (s) under which business has been done in the prior five (5) years.

**DESIGNATION OF SUBCONTRACTORS**

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the undersigned hereby designates below, for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the amount of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute and subcontractor in place of the subcontractors herein designated subcontractor, or sublet or subcontract any of the work as to which a subcontractor is not herein designated without the consent of the City approval of the Engineer. The subletting or subcontracting of any work for which there was no subcontractor designated in the original bid may be permitted only in case of public emergency or necessity. (List one firm only for each portion of work.)

**NOTE: Contractor shall perform with its own organization work amounting to not less than thirty percent (30%) of the total bid. Section 1.15 provides further information.**

Bid Item No.	Subcontractor % of work <sup>(1)</sup>	Subcontractor	Address & Phone No.	State License No. & DIR No.

<sup>(1)</sup> If a Subcontractor is designated for a portion of a bid item(s), Contractor shall provide the estimated percentage of work that will be performed by the Subcontractor.

\_\_\_\_\_ Date

\_\_\_\_\_ Bidders Name

\_\_\_\_\_ Address

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Type of Organization  
(Individual, Partnership or Corporation)

PROJECT: **EAST PARK WAY WATER MAIN IMPROVEMENTS PROJECT**

To the City Council, City of Dinuba

**NONCOLLUSION AFFIDAVIT**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

I, \_\_\_\_\_  
(Name)

declare that I am

\_\_\_\_\_  
(Owner, Partner, Corporate Officer (list title), Co-Venturer

of \_\_\_\_\_  
(Bidding Entity)

The 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 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 to refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by Contract, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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 to any corporation, partnership, company, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on \_\_\_\_\_(date), at \_\_\_\_\_(city) \_\_\_\_\_(state).

(Title 23 United States Code Section 112)

(California Public Contract Code Section 7106; Stats. 1988. c. 1548, Section 1.)

**Note: The above Noncollusion Affidavit is part of the Proposal. Signing the Proposal on the signature portion thereof shall constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.**



**AFFIDAVIT**

\_\_\_\_\_  
(Name of Individual)

doing business as \_\_\_\_\_  
(Name of firm, if any)

certifies and says: That he/she is the person submitting the Statement of Experience; that he/she has read the same, and that the same is true of his/her own knowledge, and that any depository, vendor, or other agency therein named is hereby authorized to supply the City of Dinuba with any information necessary to verify the statement.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Subscribed at \_\_\_\_\_, State of  
\_\_\_\_\_

\_\_\_\_\_  
(Applicant must sign here)

(Note: Statement will be returned unless affidavit is complete including the date of signature.)

**ADDENDA CERTIFICATION STATEMENT**

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s \_\_\_\_\_  
**(Fill in number/s if addenda have been received)**

Warning: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this proposal may be rejected.

**CONTRACT**

THIS CONTRACT is made by and between \_\_\_\_\_, hereinafter called the Contractor, and the City of Dinuba, hereinafter called the Owner.

WITNESSETH:

The Contractor and the Owner, for the consideration hereinafter stated, agree as follows:

1. **SCOPE OF WORK.**

The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, teamsters, draymen, and laborers required for the

**EAST PARK WAY WATER MAIN IMPROVEMENTS PROJECT**

as shown on the plans prepared by 4Creeks, Inc., in strict compliance with the Plans, Drawings and Specifications therefore prepared by the Owner and other Contract Documents relating thereto.

2. **CONTRACT DOCUMENTS.**

The term Contract includes all "Contract Documents" which include the following:

- A. Advertisement (Notice Inviting Bids)
- B. Wage Scale (Prevailing Wages)
- C. Standard Specifications
- D. Special Provisions
- E. Plans and Drawings
- F. Addenda and Bulletins
- G. Contractors Bid Proposal hereto attached
- H. This Contract

In the event of a conflict between this Contract and any portion of the Standard Specifications or Special Provisions, to the extent of such conflict, this Contract shall control.

3. **COMPENSATION.**

The Owner agrees to pay the Contractor for the performance of the Contract the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_).

It is understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal; and upon completion of the project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached.

4. SUSPENSION OF THE WORK.

- A. General: The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the Owner. The Contractor shall comply immediately with any written order from the Engineer. Such suspension shall be without liability to the Contractor on the part of the Owner except as otherwise provided in subsection 7C.
- B. Archaeological and Paleontological Discoveries: If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils. The Contractor shall be entitled to an extension of time and compensation in accordance with Section 7.

5. TERMINATION OF THE CONTRACT FOR DEFAULT.

- A. General: If, prior to the acceptance of the Work, the Contractor:
- (1) Becomes insolvent, assigns its assets for the benefit of its creditors, is unable become due, or is otherwise financially unable to complete the Work;
  - (2) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
  - (3) Disregards written instructions from the Engineer or materially violates provisions of the Contract Documents;
  - (4) Fails to prosecute the Work according to the schedule approved by the Engineer;
  - (5) Disregards laws or regulations of any public body having jurisdiction; or
  - (6) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the Owner will consider the Contractor in default of the Contract.
- B. Notices: Notices and other written communications regarding default between the Contractor, the Owner, and the Surety shall be transmitted as follows:
- (1) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
  - (2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

- C. Notice to Cure: The Owner will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.
- D. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the Board that the Contractor be found in default of the Contract and upon such finding by the Board:
- (1) Will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
  - (2) May use any materials, equipment, tools, or other facilities furnished by the Contractor to secure and maintain the Work site; and
  - (3) May furnish labor, equipment, and materials the Owner deems necessary to secure and maintain the Work site.

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

- E. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

- F. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

## 6. TERMINATION OF THE CONTRACT FOR CONVENIENCE.

The Owner may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the Owner.

A. Notice: The Owner will issue a written notice of termination for convenience as follows:

- (1) Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
- (2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

B. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

C. Payment: The Contractor will be paid without duplication for:

- (1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;
- (2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and
- (3) Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the Owner no later than 90 days from the effective date of termination, unless extended, in writing, by the Owner upon written request by the Contractor.

If the Contractor fails to submit a proposal, the Owner may determine the amount, if any, due to the Contractor as a result of the termination. The Owner will pay the Contractor the amount it determines to be reasonable. If the Contractor disagrees with the amount determined by the Owner as being reasonable, the Contractor shall provide notice to the Owner within 30 Days of receipt of payment. Any amount due shall be as later determined by arbitration, if the Owner and the Contractor agree thereto, or as fixed in a court of law.

## 7. DELAYS AND EXTENSIONS OF TIME.

- A. General: If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract. Such unforeseen events may include war, government regulations, labor disputes, strikes, fires, floods, adverse weather, or elements necessitating cessation of work, inability to obtain materials, labor, or equipment, required Extra Work, or other specific events as may be further described in the Special Provisions.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are caused by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the Owner. The Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract.

If delays beyond the Contractor's control are caused solely by action or inaction of the Owner, such delays will entitle the Contractor to an extension of time per subsection B of this Contract.

- B. Extensions of Time: Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for non-controlling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.
- C. Payment for Delays: Pursuant to Public Contract Code Section 7102, the Contractor will be compensated for damages incurred due to delays for which the Owner is responsible. Such actual costs will be determined by the Engineer. The Owner will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer.
- D. Written Notice and Report: If the Contractor desires payment for a delay as specified in subsection C above or an extension of time, it shall file with the Engineer a written request and report of cause within 30 Days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such a request.
- E. Time of Completion: The Contractor shall complete the Work in the time specified in the Contract or the Special Provisions. The Contractor shall complete each portion of the Work within the time specified as in the Contract or the Special Provisions for such portion. Unless otherwise specified in the Contract or the Special Provisions, the time of completion of the Contract shall be expressed in Working Days.

- F. Contract Time Accounting: The Engineer will make a daily determination of each Working Day to be charged against Contract time. These determinations will be discussed, and the Contractor will be furnished a periodic statement showing the allowable number of Working Days of Contract time, as adjusted at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Contract time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 Days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

## 8. COMPLETION, ACCEPTANCE, AND WARRANTY.

- A. Completion: The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.
- B. Acceptance: Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the Board that the Contractor's performance of the Contract be accepted.
- C. Warranty: The Work shall be warranted by the Contractor against defective materials and workmanship for a period of 1 year. The warranty period shall start on the date the Work was completed as determined by the Engineer.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.

All warranties express or implied, from subcontractors, manufacturer, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the Owner, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.

The Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Engineer, after notice to do so by the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Owner may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the Owner for the actual costs, the Contractor's Surety shall be liable for the cost thereof.

## 9. LIQUIDATED DAMAGES.

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with Section 7 above, the Contractor shall pay

to the Owner, or have withheld from monies due it, the sum of \$1,500.00, unless otherwise specified in the Special Provisions.

Execution of the Contract shall constitute agreement by the Owner and the Contractor that \$1,500.00 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such a sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due to the Contractor if such delay occurs.

## 10. INDEMNIFICATION

To the maximum extent permitted by Civil Code Section 2782 *et seq.*, Owner shall not be liable for, and Contractor shall defend, indemnify, and hold harmless Owner and its officers, agents, engineers, architects, consultants, employees and volunteers (collectively "Owner Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, sub-contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, of Owner Parties. However, Contractor shall have no obligation to defend or indemnify Owner Parties against Claims caused by the active negligence, sole negligence, or willful misconduct of Owner Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

## 11. INSURANCE

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Contract, the following-described insurance coverage, insuring not only Contractor and its subcontractors, if any, but also, with the exception of workers' compensation and employer's liability insurance, the Owner, its officers, agents, and employees of each of them:

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

## B. 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 product / 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.

## C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

## D. OTHER INSURANCE PROVISIONS

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

- (1) The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents, or volunteers.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, its officials, employees, agents, or volunteers.
- (4) The 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.

(5) Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

#### E. ACCEPTABILITY OF INSURERS

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

#### F. VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Owner. All endorsements are to be received and approved by the Owner before work commences. As an alternative to the Owner's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### G. SUBCONTRACTOR

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.

Contractors 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 "x," "c" or "u" exclusions.

Certificates of such insurance shall be filed with the Owner concurrently with the execution of this Contract or, with Owner's approval, within ten (10) days thereafter. Said certificates shall be subject to the approval of the Owner.

### 12. WORKERS COMPENSATION.

Contractor represents that he or she has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten (10) days written notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent of self-insured shall be provided the Owner.

### 13. BONDS.

The Contractor shall forthwith furnish in triplicate two bonds, each in the amount of 100 percent of the Contract price. One shall serve as security for the faithful performance of the work (hereafter "Performance Bond"). The second bond shall serve as security for the faithful

performance and satisfaction of the persons furnishing materials and performing labor on the work (hereafter "Payment Bond"). Both bonds shall be written by a surety company licensed to transact surety business in the State of California and in the form prescribed by law.

The Performance Bond shall remain in force throughout the period required to complete the work and thereafter for a period of 365 calendar days after final acceptance of the work. The Payment Bond will be released 35 days after the recording date of the Notice of Completion, provided no liens are filed with the Owner. The Payment Bond shall contain provisions such that if the Contractor or its subcontractor shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case a suit is brought upon the payment bond, the surety will pay reasonable attorneys' fees to be fixed by the court.

#### 14. DEFECTIVE MATERIALS; DEFECTIVE WORK.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which the completed project is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified right to make any needed replacement or repairs after a written notice to cure has been served upon the Contractor and a reasonable time to cure has expired. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made within a reasonable time after the receipt of demand from the Owner. If the undersigned should fail or refuse to comply with his/her obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

#### 15. LABOR STANDARDS.

- A. General: Contractor agrees that construction work shall be subject to the provisions of State and local regulations. In particular, Contractor agrees to comply with all applicable Labor Code requirements whether or not expressly stated herein.
- B. Wages:
  - (1) General: The Contractor and each subcontractor engaged in the work shall pay each employee an amount not less than the rate established for each trade or occupation listed by the Director of the Department of Industrial Relations, State of California. An employee whose type of work is not covered by any of the classified wage rates shall

be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

- (2) State: The Owner has obtained from the Department of Industrial Relations the general prevailing rate of wages in the vicinity of the work to be performed under this Contract. These wage rates are maintained on file by the Owner at its principal office and will be made available to any interested party upon request.
- (3) Enforcement: These wage rates shall be enforced under Sections 1770 through 1780 of the California Labor Code. The Contractor shall be liable for forfeitures or penalties incurred from noncompliance with Labor Code provisions.
- (4) Payroll Records: Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work on the Project. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code Section 1776. Certified payrolls shall be submitted weekly to Owner c/o 4Creeks, Inc. Electronic certified payrolls shall also be submitted weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement.

- C. Preference for Resident Labor: Whenever possible in the employment of labor for performance of the work, the Contractor shall give preference to qualified persons residing within the general area of the work.
- D. Hours of Labor: Pursuant to the Labor Code, eight hours of labor shall constitute a legal day's work. The Contractor or any subcontractor shall not require any more than eight hours of labor in a day from any person employed in the performance of the work under this Contract except for authorized work as provided under paragraph Subsection E below. Failure of the Contractor to perform the work in accordance with this policy of the State of California shall be deemed a failure to comply with the provisions of this Contract.
- E. Overtime Work: In accordance with Labor Code Section 1813, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of Labor Code Sections 1810-1815.

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection

shall include inspection required during holidays, Saturdays, Sundays, and weekdays between the hours of 6:00 p.m. and 7:00 a.m. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

- F. Apprentices: The Contractor and subcontractors shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship Standards and its branch offices.

- G. Compliance with SB 854: California Labor Code: Contractor represents that it has complied and will continue to comply with all applicable registration and disclosure requirements of SB 854 and acknowledges the following:

- (1) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]
- (2) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- (4) No bid proposals will be accepted, nor any contract entered into with a contractor without proof of registration described above.
- (5) Contractor must post any job site notices required by regulation. It is the Contractor's responsibility to know the current regulations.
- (6) Contractor must furnish electronic certified payroll records to the Division of Labor Standards Enforcement ("Labor Commissioner") as required. The Contractor is responsible for checking with the Department of Industrial Relations for any notices regarding this requirement.

## 16. LAWS, REGULATIONS AND PERMITS.

- A. General: The Contractor shall give the notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the drawings, specifications are at variance with any laws, ordinances, rules or regulations, the Contractor shall promptly notify the Engineer in writing of such variance. The Owner shall promptly review the matter and, if necessary, shall issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule, or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules, or regulations.

- B. Permits and Licenses: Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary only for and during the prosecution of the work and the subsequent guarantee period shall be secured and paid for by the Contractor. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the Owner.
- C. Patents and Royalties: The costs involved in fees, royalties or claims for any patented invention, article, process, or method that may be used upon or in a manner connected with the work under this Contract or with the use of completed work by the Owner, shall be paid by the Contractor. The Contractor and Contractor's sureties shall protect, defend, and hold Owner together with Owner's officers, agents, and employees, harmless against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Engineer for determination of general conformance to the design concept and the construction Contract. Should the Owner elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, Owner's officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

#### 17. MUTUAL NEGOTIATION.

Contractor acknowledges that the provisions herein have been mutually negotiated and neither party shall be construed to be the drafter of this Contract.

#### 18. ATTORNEY'S FEES.

In the event of litigation concerning this Contract the prevailing party shall be awarded reasonable attorney fees and costs of suit, in addition to appropriate compensatory damages or other relief ordered for the benefit of the prevailing party.

#### 19. CALIFORNIA LAW AND VENUE.

The terms of this Contract shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California. In the event any part of this Contract shall be held to be invalid, void, or otherwise unenforceable for any reason, the Contract shall be modified rather than voided, if possible, in order to achieve the intent of the parties to the extent possible and in any event, all other provisions of this Contract shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF DINUBA  
(OWNER)

\_\_\_\_\_  
(CONTRACTOR)

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Federal Taxpayer I.D. No.

\_\_\_\_\_  
City Attorney

## GENERAL PROVISIONS

### **SECTION 1 - PROPOSAL REQUIREMENTS**

#### 1.01 GENERAL INFORMATION

The City Clerk of the City of Dinuba, California, will receive at the City Hall, in said City, until the hour and day specified in the "Notice Inviting Bids," sealed proposals for furnishing material, supplies, equipment and labor for performing the work as specified in the Plans and Special Provisions.

#### 1.02 FORM OF PROPOSAL

All proposals must give the unit price where indicated, or lump sum where unit prices are not called for, for each of the items and must be signed by the bidder with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer.

All proposals must be submitted under sealed cover.

#### 1.03 WITHDRAWAL OF PROPOSALS

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids, but only upon filing with the City Clerk a written request of the withdrawal. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. A bid will not be received, and no bid may be withdrawn after the time fixed in the public notice for the opening of bids.

#### 1.04 PROPOSAL GUARANTEE

All proposals must be accompanied by either a cashier's check, certified check or bidder's bond of an admitted surety insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state as defined in Section 105 of the Insurance Code and acceptable to the City in a sum equal to at least 10 percent of the total amount of the bid. Checks or bonds must be payable to the City of Dinuba; such security will be retained by the City as a guarantee that the bidder, if his bid is accepted, will enter into a satisfactory Contract within ten (10) calendar days, not including Sundays, from the date notice of award is mailed to the bidder, and will furnish a good and sufficient bond for the faithful performance thereof and for the payment of labor and material costs in accordance with the requirements of Subsection 1.06 herein.

1.05                    RETURN OF GUARANTEES

All proposal guarantees will be held until the Contract has been awarded, after which the guarantees accompanying proposals no longer considered in making the award will be returned to the bidder whose proposal they accompanied. Retained proposal guarantees will be held until the Contract has been executed, after which all guarantees will be returned, except those forfeited as required in Subsection 1.09 herein.

1.06                    REQUIRED CONTRACT SECURITIES

The bidder to whom the Contract has been awarded (Successful Bidder) will be required to furnish a labor and material bond in an amount equal to 100 percent of the Contract price, and a faithful performance bond in an amount equal to 100 percent of the Contract price; said bonds shall be secured from a surety company satisfactory to the City, and are to be submitted to the Engineer with the executed Contract.

1.07                    REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals.

Proposals may be rejected if they show an alteration of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind. Proposals which contain obvious mathematical errors may be rejected.

More than one proposal from an individual, a firm or partnership, a corporation, or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such bidder is interested.

1.08                    AWARD OF CONTRACT

The award of the Contract, if it is awarded, will be to the lowest responsive and responsible bidder whose proposal complies with the requirements of these Standard Specifications, the Notice Inviting Bids, Special Provisions and all documents and specifications incorporated in either document by reference. Unless set forth otherwise in the Special Provisions, such an award, if made, will be made within forty-five (45) calendar days after the opening of the proposals. If the lowest responsive and responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsive and responsible bidder. Such an award, if made, will be made within sixty (60) calendar days after the opening of the proposals. If the second lowest responsive and responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsive and responsible bidder. Such an award, if made, will be made within seventy-five (75) calendar days after the opening of the proposals. The periods of time specified above, within which the award of Contract may be made, shall be subject to extension for such further periods as may be agreed upon in writing between the City and Bidder concerned.

All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.

#### 1.09 EXECUTION OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned together with the Contract bonds required in these Standard Specifications within ten (10) calendar days, not including Sundays, after the bidder has received notice that the Contract has been awarded. The Contractor shall submit to the Engineer along with the executed Contract, the sureties required in Subsection 1.06 and the insurance certificates required in Subsection 7.03 of these Specifications. No proposal shall be considered binding upon the City until execution of the Contract by all parties, including the City.

Failure to execute a Contract and file acceptable bonds as provided herein within ten (10) calendar days after the bidder has received notice that the Contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee as liquidated damages.

#### 1.10 EXAMINATION OF SITE OF WORK, PLANS, SPECIAL PROVISIONS AND CONTRACT FORMS

The bidder is required to carefully examine the site of the proposed work, the proposal, plans, Special Provisions, and contract forms for the work contemplated. By submitting a proposal, the bidder is certifying that the bidder has made all necessary investigations and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of the work to be performed and materials to be furnished, and as to the requirements of the plans, the Special Provisions and Specifications.

Prospective bidders must satisfy themselves, by such means as they prefer, as to local conditions and all other matters which influence their bid for the work. The City or Engineer shall not be liable on account of any obstructions of any nature; unforeseen difficulties in construction, the City shall not be liable for reliance upon information from any source other than the Notice Inviting Bids.

#### 1.11 MATERIAL STATEMENT, SAMPLES AND GUARANTEES

Before any Contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition, and manufacturer of any or all materials to be used in the construction of the work together with samples which may be subjected to the tests provided for in these Specifications to determine their quality and fitness for the work.

Reference is made to Subsections 5.08 and 7.24 of these Specifications, wherein the Contractor is required to guarantee all materials, equipment, and workmanship for a period of one year from the date of the filing of the Notice of Completion. The bidder may also be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of the filing of said Notice. When such a guarantee is required, the form and the time limit of the guarantee shall be as specified in the Special Provisions. Said guarantee shall be signed and



Whenever the word "Permittee" is used herein, it shall be held to mean the person or persons, co partnership or corporations, private or public, who has obtained a permit from the City of Dinuba and agreed to do work encompassed by said permit in conformance with the requirements thereof.

Whenever the words "Special Provisions" are used herein, they shall be held to mean the specific clauses setting forth conditions or requirements peculiar to the work and supplemental to these Standard Specifications.

Whenever the word "Specifications" is used herein, it shall be held to mean the directions, provisions and requirements contained in these Standard Specifications and as supplemented by the Special Provisions.

Whenever the words "Standard Drawings" are used herein, they shall be held to mean the Standard Drawings of the City of Dinuba.

Whenever the words "State Standard Specifications and Plans" are used herein, they shall be held to mean the Standard Specifications and Plans of the State of California, Department of Transportation, latest revision.

Reference is made to Subsection 3.08 of these Specifications for additional definitions and terms as set forth in Section 1 of the "State of California, Department of Transportation, Standard Specifications", latest revision. Said Section 1 of the State Standard Specifications, as modified by Subsection 3.08 of these Specifications, is hereby incorporated into these Specifications.

#### 1.15 DESIGNATION OF SUBCONTRACTORS

In compliance with Public Contract Code Sections 4100 – 4114, the Contractor shall file with his bid the name and address of each subcontractor who will perform more than one-half of one percent ( $\frac{1}{2}\%$ ) of the work. Only one subcontractor shall be listed for each portion of the work, which portion shall be defined as to its nature and extent. The failure of the Contractor to specify a subcontractor shall constitute a statement that the Contractor is qualified and intends to perform said work himself.

The Contractor must have the consent of the City and approval of the Engineer, in writing, to substitute a subcontractor other than that designated in the original bid, to permit any subcontract to be assigned or transferred, to allow a subcontract to be performed by other than the original subcontractor, or to subcontract work for which no subcontractor was designated in the original bid and which is more than one-half of one percent ( $\frac{1}{2}\%$ ) of the work.

Violation of any of the above provisions will be considered a violation of the Contract, and cause for ordering any unapproved subcontractor from the work site. Reference is made to Subsection 8.08 for additional regulations regarding subcontractors.

## **SECTION 2 - GENERAL SCOPE OF WORK**

### **2.01            WORK TO BE DONE**

The work to be performed under the Contract consists of furnishing all materials, equipment, supplies, labor, and transportation, and performing all work as required by the Contract in strict accordance with the Special Provisions, schedules, and drawings, all of which are made a part hereof. The work shall be complete, including all work, material and services not expressly called for in the Special Provisions, or not shown on the drawings, which may be necessary for completion and proper construction to carry out the Contract in good faith. The site of work shall be left in a neat condition. The cost of all work performed, furnished, and installed is to be included in the amount bid for the various items of work with no separate compensation allowed, therefore.

### **2.02            ALTERATIONS**

Reference is made to Subsection 1.12 of these Specifications.

The City of Dinuba reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of work as may be deemed necessary or advisable by the Engineer; also, to make such alterations or deviations, additions to, or omissions from, the Plans and Special Provisions, as may be determined during the progress of the work to be necessary and advisable for the completion thereof.

Any Request for Information by the Contractor shall be submitted in writing to the Engineer. The Engineer shall respond to a Request for Information in writing to the Contractor by a Change Order if any changes are to be made. Any request for change in the work by the Engineer shall be submitted in writing to the Contractor by a Change Order, Construction Change Directive, or an order for a minor change in the work, and such request shall be classified as extra work.

### **2.03            EXTRA WORK**

New and unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price, or by combinations of such items. In the event portions of such work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Plans or Special Provisions.

Unless otherwise specifically indicated in the Plans or Special Provisions, any work or responsibility of the Contractor set forth in the Special Provisions or on the Plans and not set forth as a separate bid item shall be considered incidental or appurtenant to the work and full compensation for the cost thereof included in the various bid items of work. Such work or responsibility will in no case be considered as extra work.

When work is classified as extra work by the Engineer, the changes in the work may take place after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the work. A Change Order is an agreement between the Owner, Contractor, and Engineer; a Construction Change Directive is an agreement between the owner and Engineer and may or may not be agreed upon by the Contractor; an order for a minor change in the work may be issued by the Engineer alone. Changes in the work shall be carried out under the original provisions of the contract, with work proceeding promptly unless otherwise specified in the Change Order, Construction Change Directive, or order for a minor change in the work.

A Change Order shall be a written order prepared by the Engineer and signed by the Owner, Contractor and Engineer stating their agreement on all of the following: 1) change of work, 2) amount of the adjustment in the contract sum, if any, and 3) the amount of the adjustment in the contract time, if any.

A Construction Change Directive shall be a written order prepared by the Engineer and signed by the Owner and Engineer, describing a change in the work, and stating the amount of the adjustment, if any, in the contract sum or contract time, or both. Using a Construction Change Directive, the Owner may order changes in the work within the general scope of the Contract consisting of additions, deletions, or other revisions. A Construction Change Directive shall be used in the absence of total agreement, between all parties, in the terms of the Change Order. If the Construction Change Directive provides for an adjustment to the contract sum, the adjustment shall be based on one of the following: 1) a mutual acceptance of a lump sum price, 2) unit prices stated in the contract documents or subsequently agreed upon, 3) Time and materials, and 4) if the Contractor disagrees with the method for adjustment of the contract sum, the method and adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the change in work, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit. The Contractor shall maintain and present an itemized list of the work performed, but shall be limited to the following: 1) cost of labor, including social security, and unemployment insurance, fringe benefits required by agreement or custom, and worker's or workmen's compensation insurance, 2) cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed, 3) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others, 4) costs of premiums for all bonds and insurance, permit fees and sales, use of similar taxes related to the work, and 5) additional costs of supervision and field office personnel directly related to the change.

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in work and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the contract sum or contract time. A Construction Change Directive signed by the Contractor indicates the agreement of the change in work, including adjustment in contract sum and time or the method for determining them. Such an agreement shall be effective immediately and shall be recorded as a Change Order.

If the Owner and the Contractor do not agree with the adjustment in contract time or the method for determining it, the adjustment shall be referred to the Engineer for determination. The Engineer's determination shall be binding and final.

The Engineer shall have the authority to order minor changes in the work not involving adjustment in the contract sum or contract time. Such changes shall be affected by written order and shall be binding between the Owner and Contractor. The Contractor shall carry out such written orders promptly.

The Contractor shall do such extra work and furnish labor, materials, and equipment therefore upon receipt of a Change Order, Construction Change Directive, or an order for a minor change in the work from the Engineer, and in the absence of such Order or Directive from the Engineer, the Contractor shall not be entitled to payment for such extra work.

Extra work, when ordered and accepted as indicated herein, shall be paid for in accordance with the terms therein provided. Reference is made to Subsection 9.10 of these Specifications.

## 2.04 CLAIMS RESOLUTION PROCESS FOR DISPUTES

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the City. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the City, the following provisions are provided for the resolution of disputes which cannot be resolved by the City and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and City to comply with Public Contract Code Sections 9204 and 20104 *et. Seq.*

### Claims

Pursuant to Section 20104 *et. Seq.* of the California Public Contract Code the Contractor is advised as follow:

- (a)
  - (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and local agency.
  - (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b)
  - (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or Regents of University of California.
  - (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or

on behalf of the contractor pursuant to the contract for the public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount of payment of which is disputed by the local agency.

- (c) The article applies only to contracts entered into or after January 1, 1991.

For any claim subject to this article, the following requirements apply.

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for filing of claims.
- (b)
  - (1) For claims of less than fifty thousand dollar (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c)
  - (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a

demand, the local agency shall schedule a meeting and conference within 30 days for settlement of the dispute.

- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be constructed to change the time period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of title 1 of Government Code.

#### **20104.4**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b)
  - (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration to Chapter 2.5 (commencing with Section 114.10) of title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules of pertaining to judicial arbitration.
  - (2) Notwithstanding other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a difference division. In no event shall these fees or expenses be paid by state or county funds.
  - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial do novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

- (4) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

#### **20104.6**

- (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

#### **The Claim Must Be Timely and in Writing**

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

#### **Receipt of Claim by City**

Upon receipt of a claim pursuant to this section, the City will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided within 30 days upon mutual agreement by the City and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

#### **City Council Approval**

If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Payment of Claim

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, the Meet and Confer procedures below shall apply.

Meet and Confer

If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meeting and conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the time limits in this section.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

Filing a Government Code Written Claim Notice

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Government Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

Interest

Amounts not paid in a timely manner as required by this section shall bear interest at the legal rate payable by public entities.

Subcontractor Claims

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against City because privity of contract does not exist, the Contractor may present to the City a

claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the City and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

#### Filing of Action on Unresolved Claims

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Tulare County.

Reference is made to Subsection 4.01 relating to the authority of the Engineer in resolving claims.

#### 2.05 REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character designated in the Plans and Special Provisions, or as directed by the Engineer, in the construction of the proposed improvements. The Contractor shall also remove and dispose of all trees or other vegetable growth designated by the Plans and Special Provisions or the Engineer as obstructions to the proper completion of the work.

Unless specifically set forth as a separate bid item, full compensation for all costs involved in the removal and disposal of obstructions shall be included in the amounts bid for the various items of work and no separate payment shall be made, therefore.

#### 2.06 CLEANUP

During the construction of the project, the Contractor shall provide periodic cleanup as the work progresses, such cleanup to be accomplished as soon as practicable and as public necessity and convenience require, as determined by the Engineer. In general, daily interim cleanup will be required.

When construction is completed, and prior to application for acceptance of the work, the Contractor shall clean all work areas and all grounds occupied by him in connection with the work of all debris, excess materials, temporary structures, and equipment. All portions of the work shall be left in a neat, presentable condition. The roadways in which construction operations have been accomplished, as well as all haul roads upon which spillage has occurred, shall be swept clean, as directed by the Engineer. Roads adjacent to construction activity which have received dirt or debris tracked from the construction area shall also be swept and cleaned.

Full compensation for the cleanup during construction and for final cleanup shall be included in the prices bid for the various items of work, and no separate payment will be made, therefore.

## **SECTION 3 - PLANS AND SPECIFICATIONS**

### **3.01            GENERAL**

The Plans, Specifications, Special Provisions, and other Contract documents will govern the work. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

The Contractor shall keep at the worksite a copy of the Plans and Special Provisions, to which the Engineer shall have access at all times.

While it is believed that much of the information pertaining to physical conditions which may affect the cost of the proposed work will be shown on the Plans or indicated in the Special Provisions, the City does not warrant the completeness or accuracy of such information. It is the Contractor's responsibility to ascertain the existence of any such conditions affecting the cost of the work which would have been disclosed by reasonable examination of the site.

No test, investigation, statement or estimate of a factual situation not incorporated in the Contract shall be relied on by the Contractor. Any test, investigation statement or estimate of fact incorporated in the Contract shall be considered by the Contractor to be a suggestion only and he shall request equal access to the underlying or background informative material or source and shall arrive at his own opinion thereon, including his determination of how reliable might be any conclusion appearing in (or inferred from) the Contract.

In general, the drawings will indicate dimensions, position and kind of construction and the written Special Provisions will indicate qualities and methods. Any work indicated on the drawings and not mentioned in the written Special Provisions, or vice versa, shall be furnished as though fully set forth in both. Work not particularly detailed, marked, or specified, shall be as similar parts that are detailed, marked or specified.

All alterations authorized by the Engineer which affect the requirements and information given on the approved plans shall be in writing. No changes shall be made in any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

If the Contractor, during the course of the work, discovers any discrepancies between the Plans and the conditions in the field, or any errors or omissions on the Plans which will significantly affect the work, it shall be his duty to inform the Engineer immediately in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

### **3.02            COORDINATION AND PRECEDENCE OF PLANS AND SPECIFICATIONS**

These Specifications, the Plans, Special Provisions, and all supplementary documents are essential parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work.

The order of precedence of documents which make up the Contract shall be as follows:

1. The Contract
2. Permits from other agencies as may be required by law
3. Special Provisions
4. Construction Plans
5. Technical Provisions of these Standard Specifications
6. Standard Drawings
7. General Provisions of these Standard Specifications
8. State (Caltrans) Standard Specifications

Change orders, supplemental agreements and approved revisions to the Plans and Special Provisions will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

Dimensions called out on the Plans shall control and supersede scaled dimensions. No scaled dimension shall be used in the execution of the work.

Whenever any conflict appears in any portions of the Contract, it shall be resolved by application of the order of precedence, unless the Engineer shall otherwise order.

### 3.03 INTERPRETATIONS

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these Specifications, on the Plans and in the Special Provision, the Contractors shall apply to the Engineer for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the Contract, so as far as may be consistent with the intent of the original Specifications. In the event of doubt or question relative to the true meaning of the Specifications, reference shall be made to the City Engineer, whose decision thereon shall be final and binding.

### 3.04 WORKING DRAWINGS

When working drawings or shop drawings are required by the Special Provisions or requested by the Engineer, they shall be prepared in accordance with modern engineering practice at the Contractor's expense. Unless otherwise specified, shop or working drawings shall be submitted in quadruplicate to the Engineer for approval or correction at least fifteen (15) calendar days before approved drawings will be required of the work. One set will be returned to the Contractor marked "approved" or "approved as corrected." If changes are required, four (4) copies or corrected shop or working drawings shall be delivered to the Engineer.

Shop or working drawings shall be of a size and scale to clearly show all necessary details.

For items requiring shop drawings, no materials shall be furnished, or work done before approval of the drawings.

Approval of shop or working drawings by the Engineer is interpreted to mean that there is substantial and acceptable conformance with the Contract Plans, but details of design may not

necessarily be checked for adequacy or accuracy. Such approval shall not relieve the Contractor from the responsibility for errors or omissions in the drawings or from deviations from the Contract documents unless such errors, omissions, or deviations were specifically called to the attention of the Engineer. The Contractor shall be responsible for the correctness of the shop or working drawings, for shop fits and field connections, and for the results obtained by use of such plans.

In the event of discrepancy between the scaled dimension on any drawing and the figures written thereon, the figures shall be taken as correct, except as otherwise determined by the Engineer.

### 3.05 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces (the completed final surface of earth, concrete, pavement or other material, or the completed top of a layer of subgrade, base, or surfacing) in all cases shall conform to the lines, grades, cross sections, and dimensions shown on the approved plans. Where tolerances are indicated in the Specifications or Special Provisions, the work shall be constructed within said tolerances. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and only authorized in writing.

### 3.06 EXISTING STRUCTURES SHOWN ON PLANS

Where underground and surface structures are shown on the Plans, the locations, depth, and dimensions of such structures are believed to be reasonably correct but are not guaranteed. Such structures are shown for the information of the Contractor, but information so given is not to be construed as a representation that such structures will, in all cases, be found or encountered just where shown, or that they represent all the structures which may be encountered. It shall be the responsibility of the Contractor to determine the location of all structures by reasonable inspection.

### 3.07 OMISSIONS IN PLANS AND SPECIFICATIONS

Omissions from the Plans or the Special Provisions of the materials or details of work which are manifestly or obviously necessary to carry out the intent of the Plans and Special Provisions, or which are customarily furnished or performed, shall not relieve the Contractor of his responsibility for furnishing such omitted material or performing such omitted work, but shall be furnished or performed as if fully shown or described in the Plans, Special Provisions or Specifications.

Any materials or work mentioned in the Special Provisions and not shown on the Plans or shown on the Plans and not mentioned in the Special Provisions shall be of the same effect as if shown or mentioned in both.

3.08

INCORPORATION OF REFERENCED PROVISIONS OF STATE  
STANDARD SPECIFICATIONS

The work embraced herein, where referenced thereto, shall be done in accordance with the provisions of the specified portions of Sections 1 through 96 of the State Standard Specifications entitled "State of California, Department of Transportation, Standard Specifications and Plans," latest revision, which specifications are hereinafter referred to as the State Standard Specifications, and in accordance with the following provisions:

Whenever in the State Standard Specifications, the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation, or Department – Public Works  
Department of the City of Dinuba

Director – Director of Public Works, City of Dinuba

Engineer – The City Engineer of the City of Dinuba, acting within the scope of the particular duties entrusted to them. The Consulting Engineer is the firm of 4Creeks, Inc.

Laboratory – The recognized commercial testing laboratory designated by the City of Dinuba to test materials and work involved in the Contract.

Special Provision – Specific clauses setting forth conditions or requirements peculiar to the work and supplemental to the State Standard Specifications and City Standard Specifications.

State – The City of Dinuba

Other terms appearing in the State Standard Specifications, and these Specifications and Special Provisions, shall have the intent and meaning specified in Section 1, Definition and Terms of the State Standard Specifications, and as set forth in Subsection 1.14 of these Dinuba Standard Specifications.

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

## **SECTION 4 - CONTROL OF WORK**

### **4.01 AUTHORITY OF THE ENGINEER**

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate or progress of the work, all questions which may arise as to the interpretation of the Plans, Special Provisions and Specifications, all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to compensation, including any claims as provided in Subsection 2.04 of these Specifications. His or her decision shall be final and binding upon the Contractor. He shall also have the authority to enforce, and make effective, such decisions and orders which the Contractor fails to carry out promptly.

### **4.02 PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incidental to the due and lawful prosecution of the work.

Satisfactory evidence of obtaining the required permits shall be submitted to the Engineer prior to, and as a condition of, issuance of the "Notice to Proceed." The Contractor shall abide by the conditions of said permits and perform all work governed by said permits in conformance therewith and as directed by the Engineer.

Should the Contractor desire to make preliminary soil investigations in public street rights-of-way, he shall secure the required permits from the appropriate agencies and abide by the provision of said permits.

Full compensation for all costs involved in procuring all permits and licenses as indicated herein, including all fees and charges, shall be included in the amount bid for the various items of work and no separate payment shall be made, therefore.

### **4.03 CONSTRUCTION STAKING**

Surveying adequate for construction shall be performed by qualified personnel prior to the start of construction. On City contracts, original construction staking will be provided at no cost to the Contractor by City personnel or authorized representatives of the City.

The Contractor shall be responsible for preserving construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be at the expense of the Contractor.

All distances and measurements will be made and given in a horizontal plane. Stakes will be set and stationed for proposed improvements, and cuts or fills marked to planned grades. If the Contractor, during the course of the work, discovers any discrepancies between the Plans and the layout given by stakes, points, or instructions, it shall be his or her duty to inform the Engineer immediately in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. Any deviation of constructed facilities from the grades shown on the Plans and staked in the field shall be the responsibility of the Contractor.

Grades for underground conduits will be set at the surface of the ground and the Contractor shall be responsible for transferring such grades to the bottom of the trench.

The Contractor shall preserve property line and corner survey markers, except where their destruction is unavoidable when the Contractor is proceeding in accordance with accepted practice. Markers that otherwise are lost or disturbed by his or her operations shall be replaced at the Contractor's expense by a Registered Civil Engineer appropriately licensed for land surveying, or a Licensed Land Surveyor.

The Contractor shall notify the Engineer at least 2 working days before he will require survey services in connection with laying out of any portion of the work. The Contractor shall not commence any construction without survey stakes in place.

Full compensation for any costs incurred by the Contractor in complying with the above shall be included in the amount bid for the various items of work and no separate payment shall be made, therefore.

#### 4.04 INSPECTION DURING CONSTRUCTION

The Engineer and Inspector shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge relative to the progress, workmanship and character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer or Inspector so that proper inspection may be provided. Any work done in the absence of the Engineer or Inspector may be subject to rejection.

The inspection of the work shall not relieve the Contractor of any obligations to fulfill the Contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or Inspector and accepted or estimated for payment.

Projects financed in whole or in part with funds from sources other than the City shall be subject to inspection at all times by the agency providing said funds or its authorized agent.

#### 4.05 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

All work which is defective in its construction or deficient in any of the requirements of the Plans, Special Provisions or Specifications, shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation, or additional time allowance, will be allowed for such correction.

Any work done beyond the lines and grades shown on the Plans or established by the Engineer or any extra work done without written authority will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor.

#### 4.06            FINAL INSPECTION

Whenever the work provided and contemplated by the Contract has been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

#### 4.07            SUPERINTENDENT AND PERSONNEL

The Contractor, in his or her absence, shall be represented on the work by a competent superintendent, who, as well as the Contractor, shall be in charge of the work and shall be required to receive suggestions and instructions from the Engineer or the Inspector and see them faithfully executed. It shall be the duty of the Contractor to ensure that he provides for adequate supervision of the work when he is not himself present at the site of work. The Contractor shall notify the Engineer of the name, address, and telephone number of such superintendent or foreman who is in charge of the work in the Contractor's absence.

If any subcontractor, workman, or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer, or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be removed from the work immediately upon notice by the Engineer and such person may not be employed again on the work.

All work shall be under general supervision and inspection of the Engineer, or the Inspector and any work done without the sanction or presence of the Engineer or Inspector will be subject to rejection.

#### 4.08            EMERGENCY AVAILABILITY

The Contractor shall furnish to the City, prior to the issuance of the "Notice to Proceed," a list of 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.

#### 4.09            STANDARDS

The Engineer shall establish such standards as he may deem necessary for the proper construction of a finished product. In the absence of specific standards, recognized standards of construction or approved practices shall govern the work.

#### 4.10            SUITABLE METHODS

The Contractor shall use such methods for the performance of the work embraced under these Specifications as will secure a satisfactory quality of work and rate of progress. Such methods shall meet the approval of the Engineer and shall be submitted for approval before being used on the work. The Engineer reserves the right, during the progress of work, to make suggestions and revisions in the methods in order that a high quality of work and satisfactory rate or progress may be obtained.

When ordered by the Engineer, the Contractor shall discontinue unsuitable methods of work. Reference is made to Subsection 7.10, "Contractor's Equipment."

#### 4.11            PROTECTION OF WORK

The Contractor shall provide and maintain proper barricades, fences, signal lights or watchmen to properly protect the work, persons, animals, and property against injury. The cost of such protection shall be included in the amount bid for the various items of work.

The City reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work, after 24 hours' notice in writing, except in case of emergency when he shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from money due the Contractor. Reference is made to Subsection 7.15, "Traffic Control, Public Convenience and Safety."

## **SECTION 5 - CONTROL OF MATERIALS**

### **5.01 MATERIALS AND WORKMANSHIP**

All materials, parts and equipment furnished by the Contractor in the work shall be of first quality, free from defects and, unless specifically indicated otherwise in the Special Provisions, shall be new. Workmanship shall be in accordance with accepted standards. Both materials and workmanship shall be subject to the approval of the Engineer. Unless specifically indicated otherwise in the Special Provisions, all materials shall be furnished by the Contractor.

### **5.02 PROTECTION OF MATERIALS AND WORK**

The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

### **5.03 SAMPLES AND TESTS**

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national organizations, and such special methods and tests as prescribed in these Specifications.

Unless provided otherwise in these Specifications or in the Special Provisions, the cost of original testing shall be borne by the City for work performed under contract for the City. Any retesting required because of failure of materials to pass the initial test shall be done at the expense of the Contractor. All other tests required for work not under contract with the City, and located in City streets and alleys, or on private property, shall be borne by the Contractor or permittee.

The Contractor shall furnish and deliver such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of materials.

### **5.04 CERTIFICATES OF COMPLIANCE**

A Certificate of Compliance stating that the materials to be used in the work comply in all respects with the requirements of the Plans and Specification shall be supplied to the Engineer upon request. The certificate shall be signed by the manufacturer of the material, or the

manufacturer of assembled material delivered to the work, and the lot so certified must be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be tested and sampled at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating materials in the work which conforms to the requirements of the Plans Special Provisions and Specifications, and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

#### 5.05            TRADE NAMES OR EQUAL

Whenever the material or article to be furnished is described in the Special Provisions or Specifications by trade name, brand name, or other reference is made to specific manufacturers or supplies, "or approved equal," or "City approved equal", the person to whom the Contract is awarded shall have thirty (30) calendar days after the award of the Contract to submit to the Engineer data substantiating a request for the substitution of an "approved equal" item. The Engineer will decide as to whether the product proposed to be furnished is of equal quality and performance and equally suited for the City's purposes.

No substitutions shall be used in the work until the Engineer has determined the acceptability of the requested substitution, which may include such samples and tests as may be required by Subsection 5.03 of these Specifications. In such cases of proving equal status, the Contractor shall pay the costs of required testing. No time extension to the Contract will be allowed due to any such proposed substitution, or the time required to determine the acceptability of such substitutions.

#### 5.06            DEFECTIVE MATERIAL

All materials not conforming to the requirements of the Special Provisions or Specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected material, the defects of which have subsequently been corrected, shall be used until approved by the City Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material, and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor.

#### 5.07            COMPACTION TESTS

Relative compaction of soil in trenches, embankment or structural backfill shall be determined by the laboratory standard of test procedure California Method 216, except that dry random sampling methods (dry weight basis testing) may be used. Drive-tube sampling of



## SECTION 6 - UTILITIES

### 6.01            LOCATION

On City contracts involving subsurface work, a diligent effort will have been made to locate and indicate on the Plans, as accurately as possible, the location of all known main or trunk line utility facilities within the work area. Utility service connections will also be shown where information is available.

At least 2 working days before entering on the work, the Contractor shall request all utility owners having a possible interest in the work area to mark to otherwise indicate the location of their substructure. It shall be the Contractor's responsibility to determine the true location and depth of all utilities and service connections. He shall also familiarize himself with the type, material, age, and condition of any utility which may be affected by the work.

Utility, as herein used, shall mean any domestic water supply system, sanitary sewer system, storm drain system, or any facilities owned and operated by the Pacific Gas and Electric Company, A T & T Telephone, Comcast Cablevision, or Alta Irrigation District, or any other company, corporation, or agency which may reasonably be considered a utility.

It is anticipated that proposed facilities will not positionally intersect such utility facilities and utility service lines, except as indicated on the Plans. The Contractor shall be responsible for precisely locating and preserving said utility lines and shall, prior to placing or constructing proposed facilities, expose and verify locations of said utilities. Hand digging will be required to locate utilities without damage, and extreme care shall be exercised, inasmuch as the exact locations will only be determined by the excavation. If the Contractor discovers utilities not identified on the Plans, Contractor shall immediately notify the Engineer and the utility owner in writing.

The Contractor's cost of verifying the locations of said utility facilities indicated on the Plans, including exposing them prior to construction, shall be included in the amount bid for the various bid items of work and no separate payment will be made, therefore.

### 6.02            RELOCATION

Wherever it is shown on the Plans or Special Provisions that water, sewer, gas or other facilities or structures are to be relocated, such work shall be done by the Contractor in cooperation with the owners of such utilities; provided that the owner of the utility may direct that the relocation be done by the owner's forces. In such a case the Contractor shall coordinate his work and cooperate fully in completing the relocation. Unless, otherwise specified in the Special Provisions, the cost for relocation of utilities or for coordinating the Contractor's work with the utility owner's work shall be included in the various bid items of work, and no additional payment shall be made, therefore.

Reference is made to Subsection 6.05 of these Specifications relative to delays caused by relocation of utilities either by the Contractor or by the utility owner.

Should the Contractor desire to have any relocation made of any utility facility, or other improvement, for his convenience in order to facilitate his construction operations, which relocation is in addition to or different from the relocations indicated on the Plans or in the Special Provisions, he shall make whatever arrangements are necessary with the owners of such utility for such relocation and bear all expenses in connection therewith.

### 6.03            PROTECTION

The Contractor is responsible for protection of all utility mains, services, and other facilities within the limits of work. Responsible diligence will have been exercised on all City contracts in locating utilities, but the Contractor is responsible for checking in the field the locations as shown and is further responsible for any and all utilities whose presence or location is unknown.

All utility services and facilities damaged or broken by the Contractor shall be repaired or replaced in accordance with the requirements of the owner of said utility.

The Contractor shall not interrupt the service function or disturb the supporting base of any utility, without authority from the owner or order from the City.

When placing concrete around or contiguous to any utility, the Contractor shall, at his expense, furnish and install a cushion of expansion joint material, clear opening, or sleeve, or by other suitable means shall prevent embedment in or bonding with the concrete.

Care should be taken not to move, without the consent of the Engineer and the owners, any sewers, drains, culverts, water, gas or other conduits, poles or other structures and in crossing or running parallel with such facilities, they shall be securely hung, braced and supported in place (in a manner approved by the Engineer and the owner) until the work is completed.

The full cost of protection, repair, or replacement of utilities shall be included in the various bid items of work and no additional compensation will be paid, therefore.

### 6.04            MAIN AND TRUNK LINE FACILITIES NOT SHOWN ON PLANS

Where main or trunk line utility facilities are encountered which were not indicated on the Plans, Special Provisions, or Specifications, the Contractor will be compensated for the cost of locating, repairing damage not due to his failure to exercise reasonable care, and for removing or relocating said main or trunk line utility facilities.

### 6.05            DELAYS

The Contractor is responsible for notifying utility owners in time to prevent delays attributable to utility relocations or alterations. The Contractor shall not be entitled to damages or additional payment if such a delay does occur. The Engineer will determine the extent of the delay attributable to such interference, the effect of the delay on the project as a whole and any commensurate extension of time due, if timely notice was given.

6.06            COOPERATION

When necessary, the Contractor shall conduct his operations as to permit access to the worksite and provide time for utility work to be accomplished during the progress of the Contract work. Any costs associated with such cooperation shall be included in the amount bid for the various items of work and no separate payment shall be made, therefore.

6.07            LIMITATIONS OF LIABILITY

Except for the assumption of liability as may be required by statute and such liabilities assumed in accordance with Subsection 6.04 of these Specifications, the City or the Engineer assumes no responsibility or liability with respect to the sufficiency or accuracy of the information or investigation of the location of utility facilities made by it, or with respect to the actual or apparent location of all known utility facilities as indicated on the Plans, or with respect to unforeseen developments which may occur as to the location of such utility facilities, or with respect to utility facilities which may be encountered at places different from that indicated.

**SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES  
OF THE CONTRACTOR IN THE CONDUCT OF WORK**

7.01            GENERAL INFORMATION

The Contractor shall keep himself fully informed of all State and Federal laws and City ordinances and regulations, and revisions thereto, that in any way affect those engaged or employed in or on the work or in any way affect the conduct of the work, and of all orders or decrees of governmental or other bodies or officials having jurisdiction or authority over the same.

The Contractor, and all persons, firms or corporations employed by or under him, shall at all times observe and comply with all such laws, ordinances and regulations, orders, and decrees. He shall protect and indemnify the City and its officers, employees, and agents, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by himself or his employees. If any discrepancy or inconsistency is discovered in the Plans, Special Provisions, Specifications or Contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

7.02            CONTRACTOR'S LICENSE

All bidders and Contractors shall be licensed in accordance with the laws of this State, specifically the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors. Any bidder or Contractor not so licensed is subject to the penalties imposed by such laws. A Contractor's license is required at the time of award of the Contract and not at the time of the bid opening.

7.03            NOT USED

7.04            NOT USED

7.05            CONTRACTOR'S RESPONSIBILITY FOR WORK

Except as specifically provided in the Specifications, until the formal acceptance of the work by the City Council, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.

The City shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in the Specifications.

7.06                    PRESERVATION OF PROPERTY

The Contractor shall be liable for any and all damage done to any property, structure, facility, or improvement due to his operations. Due care shall be exercised to avoid injury to existing highway improvements or facilities, roadside trees and landscaping that are not to be removed, pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, all street facilities, and any other improvements or facilities within or adjacent to the work area, or on private property adjacent to the work area, and all such facilities shall be protected from injury or damage. The Contractor shall provide and install suitable, approved safeguards to protect such property or improvements or damaged by reason of the Contractor's operation, they shall be replaced or restored to a condition as good as when the Contractor entered upon the work or as good as required by the Special Provisions being performed under this Contract. The Engineer may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor under the Contract.

7.07                    RIGHTS-OF-WAY

The right-of-way for the work to be constructed as shown on the Plans will be provided by the City. The Contractor shall procure at no cost to the City all temporary construction easements not shown in the Plans, which he may deem necessary to carry out the work to be done under the Contract. Said additional right-of-way shall be brought, to the satisfaction of the Engineer, to conditions at least equal to that existing prior to its use by the Contractor. The Contractor shall not occupy property outside the right-of-way as shown on the Plans unless he enters into an agreement with the owner of said property.

Nothing in these Specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the owner, former owner, or tenant of such land, structure or building.

7.08                    DISPOSAL OF MATERIAL OUTSIDE THE RIGHT-OF-WAY

The Contractor shall make his own arrangements for disposing of materials outside the right-of-way and he shall pay all costs involved.

When any material is to be disposed of outside the right-of-way, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file with the Engineer said permit or a certified copy thereof.

When material is disposed of as above provided, the Contractor shall conform to all requirements of the City Municipal Code pertaining to grading, hauling, and filling of earth, including any permits or bonds so required.

Full compensation for all costs involved in disposing of material as specified in the subsection, including all costs of hauling, shall be considered as included in the price paid for the

Contract items of work involving such materials and no additional compensation will be allowed, therefore. No additional payment will be granted the Contractor for inconvenience or delays encountered in complying with the requirements of this subsection.

#### 7.09                    ELECTRIC AND WATER SERVICE

The Contractor shall provide and pay for electric service for all purposes of power and lighting required for the construction of the work of the Contract and shall maintain such service until the completion of the contract.

The Contractor shall make his own arrangements for and shall provide himself with a satisfactory water supply for the work done under the Contract. All water so used shall be paid for by the Contractor, except that water to be used in the work may be taken from the City's water system at no cost, but only after obtaining a water meter from the City Utilities Division and payment of any deposits required, therefore. A backflow prevention device, if not equipped with the meter, shall be furnished by the Contractor. All costs for furnishing water shall be included in the various bid items of work.

#### 7.10                    CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work. When ordered to do so by the Engineer, the Contractor shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory equipment. The use of any equipment which is obsolete as to type, in bad condition, or worn out will not be permitted on the work.

#### 7.11                    SAFETY PROVISIONS

The Contractor shall comply with the provisions of the Construction Safety Orders, Tunnel Safety Orders, Tunnel Safety Orders and General Safety Orders issued by the State Division of Industrial Safety, as well as all other applicable laws, ordinances, and regulations.

Full compensation for all costs involved in providing job safety and special worker protection, including those pertaining to the hazards of caving ground in excavation, shall be included in the amounts bid for the various items of work, and no separate payment will be made, therefore.

#### 7.12                    SPECIAL WORKER PROTECTION FROM TOXIC OR EXPLOSIVE GASES

In conformance with the Safety Orders set forth in Subsection 7.11, the Contractor shall protect workers from toxic or explosive gases by providing whatever testing equipment and other special equipment that may be needed to detect the presence of and to remove such toxic or explosive gases found to exist in any underground facilities involved in the work, whether these facilities are newly constructed or existing.

The above requirements of the State Division of Industrial Safety are the minimum requirements. In addition, the Contractor shall provide, for the life of the Contract, similar protection for any person, including the Engineer of record and any of his authorized representatives, subcontractors, or any other person authorized or required to enter such underground facilities for inspection, repairs, or any other reason.

## 7.13 TRENCHING AND EXCAVATIONS

### A. Digging Trenches or Excavations; Notice of Discovery of Hazardous Waste or Unusual Conditions; Investigations.

In accordance with Public Contract Code Section 7104 with respect to digging trenches or other excavation deeper than 4 feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the owner, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

In the event a dispute arises between the Owner and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

### B. Worker Protection from Caving and Excavations.

As required by Subsection 7.11 of these Specifications, the Contractor shall comply with the provisions of the Construction Safety Orders, Tunnel Safety Order, and General Safety Orders issued by the State Division of Industrial Safety, as well as all other applicable laws, ordinances, and regulations, as they pertain to the protection of workers from the hazard of caving ground.

In compliance with the provisions of Labor Code 6705, the Contractor shall obtain the approval and acceptance of the Engineer in advance of the excavation of any trench or trenches, jacking or receiving pits, or pump sump pits, 5 feet or more in depth, of the detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made by the Contractor for worker protection from the hazard of caving ground during the excavation of such trenches or pits, and during any other period that workers may be exposed to such hazard. If such plan varies from the shoring system standards established by the Division of Industrial Safety, the plan shall be prepared by a Registered Civil or Structural Engineer.

The requirements as above set forth by the State Division of Industrial Safety for the provision of worker protection from the hazard of caving ground are minimum requirements. In addition, the Contractor shall provide, for the life of the Contract, the same protection for any person, including the Engineer or any of his authorized representatives, subcontractors, or any other person required to be exposed to such hazard in the performance of the work, inspection of the work, or any other reason.

Payment for worker protection from caving ground in excavations during construction shall be made at the lump sum bid price, and no additional compensation will be made, therefore. Payment shall include all materials, labor, and equipment necessary to adequately brace, shore, shield or slope all excavations and trenches as required by Labor Code Section 6705. Also included are any costs incurred by the Contractor in preparing a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of the trenches, pits, etc.

Reference is also made to Section 18 regarding Trench and Structure Excavations, Backfill, and Restoration of Surfaces.

#### 7.14                    MAINTAINING DRAINAGE

The Contractor shall provide and maintain drainage to the existing street section or other area of work with no separate compensation, therefore. Temporary provisions for drainage of any area during construction where existing drainage facilities have been damaged or altered by the Contractor during his operation shall be made by the Contractor and as directed by the Engineer.

The Contractor shall be responsible for all damages to public or private property incurred due to failure to provide adequate drainage within and through the construction area or due to blockage of existing drainage facilities at or upstream from the area of work.

No separate payment shall be made for maintaining drainage and full compensation therefore should be included in the prices bid for the various items of work.

#### 7.15                    TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY

It shall be the Contractor's responsibility to provide for the convenience and safety of the public and public traffic in connection with his operations. Traffic control shall be furnished, provided, and maintained by the Contractor at all times throughout the life of the Contract.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic and abutting property owners (or tenants), and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights and safety of the public. Unless other existing streets are stipulated in the Special Provisions to be used as detours, all traffic shall be permitted to pass through the work. Residents along the work area shall be provided passage as far as practicable, as determined by the Engineer. Convenient access to driveways, houses and businesses along the road, street, alley, or other work area shall be maintained; temporary trench crossings shall be provided and maintained in good condition as required to provide said access. No more than one cross or intersecting street or road shall be closed at any one time without the approval of the Engineer.

The Contractor shall keep the Dinuba Fire Department, Dinuba Police Department and ambulance companies informed at all times as to the exact location and progress of the work and shall notify them immediately of any streets closed to traffic or impassable for firefighting or other safety equipment. At least 48 hours in advance of beginning work in any street, alley or other public thoroughfare, the Contractor shall notify the Engineering department and any other jurisdictional agencies involved and comply with their requirements regarding traffic control and public convenience and safety.

The Contractor shall provide such flagmen, and furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the road, street, or other work area is under construction and of any dangerous condition to be encountered as a result thereof, and he shall also erect and maintain such warning and directional signs. All such devices shall be promptly removed upon completion of the work.

The type and location of signs, lights, flags, flagmen and other traffic control and safety devices shall be in accordance with the latest addition of the California Manual of Uniform Traffic Control Devices, issued by the State of California, Department of Transportation. Compliance with the requirements of said manual shall be considered as a minimum requirement and it shall be the responsibility of the Contractor to provide additional safety devices when necessary to maintain a safe condition.

Safe, adequate, continuous, and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, etc., unless other arrangements satisfactory to the owners have been made. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding 300 feet, also shall be maintained unless otherwise approved by the Engineer.

It shall be totally the responsibility of the Contractor to provide and maintain adequate traffic safety devices and warning signs. If the Engineer or the Inspector notes some deficiency in said devices, the situation shall be corrected immediately by the Contractor. Should the Contractor fail to comply with said requirements, safety regulations, instructions or directions, or such additional requirements as may be deemed by the Engineer to be necessary for safety of the workers or the public property, the Engineer may cause such precautions to be taken by other means at the Contractor's expense, but 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 and measures.

Full compensation for all costs involved in public convenience, safety, and traffic control in accordance with the requirements specified shall be included in the lump sum price bid for

traffic control. Where no bid item is provided for traffic control, the costs involved in public convenience, safety and traffic control shall be included in the amount bid for the various items of work and no separate payment shall be made, therefore.

#### 7.16            DUST CONTROL

Dust control shall be provided in accordance with Section 10-5 of the State Standard Specifications and as specified herein. The Contractor shall maintain dust control about the site of the work, including any haul roads to or from the site, by whatever means are necessary, such as watering, sweeping, or oiling, so as to cause the least possible dust nuisance to the public. Any dust control measure ordered by the Engineer shall be promptly and immediately carried out.

The Contractor shall make his own arrangements for and shall provide himself with a satisfactory water supply, except as otherwise set forth in the Special Provisions.

The Contractor shall furnish his own equipment for transporting and applying water. Such equipment shall meet the approval of the Engineer. Water for the work may be taken from the City water system, but only after obtaining a meter from the City Utilities Division and payment of any deposit required, therefore. Where the Contractor is allowed to utilize the public water supply, if the City furnished meters is not so equipped, the Contractor shall provide an approved backflow prevention device between the public water supply and his equipment for applying or transporting water when the Engineer determines that a backflow condition could be caused by the method or equipment used to draw water from the public supply.

If the Contractor fails to provide dust control measures so ordered within a reasonable time period as determined by the Engineer, the Contractor (or Developer in the case of private contracts) shall pay to the City a liquidated damage of thirty dollars (\$30.00) for each half hour, or portion thereof, that elapses from the time the penalty is ordered into effect by the Engineer, until dust control measures ordered by the Engineer are completely carried out and the dust nuisance eliminated or prevented. Such penalty shall be deducted from any monies owed the contractor or levied as a fine against the Developer. In addition to the liquidated damaged as specified above, if conditions warrant, the Engineer may order City forces to eliminate or prevent the dust nuisance. The full cost thereof in addition to the liquidated damage as herein provided, shall be deducted from any monies owed to the Contractor or shall be levied as a fine against the Developer.

Contractor shall obtain a permit from the San Joaquin Valley Air Pollution Control District whenever such permit is required.

Full compensation for dust control shall be included in the lump sum amount bid, therefore. Where no bid item is provided for dust control, the cost therefore shall be included in the various bid items of work and no separate payment will be made, therefore.

#### 7.17            RESTORATION OF SURFACES

The Contractor shall replace all graded surface material adjacent and/or appurtenant to the work, and shall restore paving, curbing, sidewalks, gutters, landscaping, fences, lawn, and other surfaces disturbed, to a condition equal to that before the work began and shall furnish all

labor and material incidental thereto. Where bid items are not provided for each type of restoration, full compensation therefore shall be included in the amount bid for the various items of Contract work. Reference is made to Subsection 18.05 of these Specifications for technical provisions relative to restoration of surfaces.

#### 7.18            SANITARY REGULATIONS

Necessary housing accommodations shall be provided for the workmen for changing clothes and for protection during inclement weather. Toilet accommodations shall also be maintained for the use of employees on the work. The accommodations shall be in approved locations properly screened from public observation and shall be maintained in a strictly sanitary manner. The Contractor shall obey and enforce all sanitary regulations and orders and shall take precautions against infectious diseases and the spread of same and shall maintain at all times satisfactory sanitary conditions around all shanties, tool, and supply houses and on all other parts of the work.

#### 7.19            PATENTS

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

#### 7.20            PROPERTY RIGHTS OF MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for 90 percent of the value of materials delivered to the site of the work or stored subject to or under the control of the City. All such materials shall become the property of the City upon being so attached or affixed or upon payment of 90 percent of the value of materials delivered to the site of the work or stored subject to or under the control of the City. As indicated in Subsection 7.05 of these Specifications, the Contractor will not be relieved of his responsibility for the care and protection of the work until final acceptance of the work by the City.

#### 7.21            ASSIGNMENT OF CONTRACT

The contractor shall not assign this Contract, or any part thereof, without the approval of the City or without the consent of surety unless the surety has waived its rights to notice of assignment. All assignments of funds are subject to the prior lien for services rendered or materials supplied for the performance of the work called for in favor of all persons, firms, or corporation rendering such services or supplying materials.

#### 7.22            AMENDMENTS TO CONTRACT

Each and every provision of law and clause required by law to be inserted in the Contract for the work to be done under the Special Provisions shall be deemed to be inserted therein, and the Contract shall be read and enforced as though it were included therein; and if, through mere



## **SECTION 8 - PROGRESS AND PROSECUTION**

### **8.01 SEQUENCE AND PROGRESS OF THE WORK**

The Engineer shall have the power to direct the order and sequence of work, which in general shall be to coordinate the construction of the several parts of the Contract to a successful completion as rapidly as possible. To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently perform the Work to completion. If the Engineer determines that the Contractor is failing to perform the Work to the proper extent, the Contractor shall, upon orders from the Engineer, immediately take steps to remedy the situation. All costs of performing the work as specified herein shall be included in the Contract Price. Should the Contractor fail to take any necessary steps to fully accomplish said purposes, after orders of the Engineer, the Engineer may suspend the Work in whole or in part, until the Contractor takes said steps.

If the Work is suspended through no fault of the Owner, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the Owner may elect to do so, and deduct the cost thereof from the monies due the Contractor. Such actions will not relieve the Contractor from liability.

The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his or her obligation to secure the quality of work, or the rate of progress specified.

### **8.02 COMMENCEMENT OF WORK**

Unless otherwise provided in the Special Provisions, the Contractor shall commence work under the Contract within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute the same to completion within the time limit provided in the Special Provisions. Should the Contractor begin work in advance of receiving the Notice to Proceed, as above provided, any work performed by him shall be considered as having been done at his own risk and as a volunteer and no payment is guaranteed for any such work performed.

### **8.03 NOT USED**

### **8.04 CONSTRUCTION SCHEDULE**

After notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval his or her proposed construction schedule, when so requested by the Engineer. The construction 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 be consistent in all respects with the time and order of work requirements of the Contract.

If the Contractor desires to make a significant change in his or her method of operations after commencing construction, or if his or her schedule fails to reflect the actual progress, he shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

#### 8.05            PRECONSTRUCTION CONFERENCE

Prior to construction and when set forth in the Special Provisions or when requested by the Engineer, a meeting will be called by the Engineer with the Contractor, subcontractors and interested agencies or parties affected by the work, to discuss the proposed work. The Contractor shall present his or her proposed construction schedule prior to or at this meeting.

#### 8.06            NOTICE TO RESIDENTS

The Contractor shall, no less than five (5) calendar days prior to proceeding with the work in any given area, notify in writing all residents and tenants directly affected by the construction work of both the nature and the approximate time for the completion of the work. The notice shall be on the contracting firm's letterhead and shall be signed and shall include the project superintendent's name and telephone number. The Contractor shall, prior to commencing work in each given area, furnish the Engineer a copy of the notice given residents and tenants and shall certify the date, locations, and method by which the notice was delivered.

#### 8.07            COOPERATION

The Contractor shall cooperate in all respects with all public and private agencies, including but not limited to the Alta Irrigation District, Charter Communications, Comcast Cablevision, Pacific Gas and Electric Company, Southern California Gas Company, AT&T, A T & T Telephone, Dinuba Public Works Department, Tulare County Public Works and Sheriff's Departments, Dinuba Fire Department, Dinuba Police Department, Dinuba Unified School District and Caltrans. Should construction be under way by other forces or by the other Contractors within or adjacent to the project area, or should work of any other nature be under way by other forces within or adjacent to said project area, the Contractor shall cooperate with all such other Contractors or forces to the end that any delay or hindrance to their work will be minimized, or avoided.

#### 8.08            SUBCONTRACTORS

As indicated in Subsection 1.15 of these Specifications, the Contractor shall indicate on the proposal form the names of subcontractors proposed for the work and shall not employ any who the Engineer may, within a reasonable time, object to as incompetent or unfit.

The purchase of concrete, liquid asphalt, paving asphalt, pipelines, valves, fire hydrants, casing, or any other materials produced at and supplied from established and recognized commercial plants, together with delivery of such materials to the site of what the work by means of vehicles owned or operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these Specifications.

The Contractor shall be responsible for the coordination of all trades, subcontractors, and material men engaged upon the work. Neither the city nor the Engineer will undertake to settle any differences between the Contractor and his or her subcontractors or between subcontractors. In this regard, it is recommended to the Contractor that local subcontractors and material men be used whenever possible as one of the best methods of maintaining the coordination and activity essential to proper job scheduling and completion.

All persons engaged in the work, including subcontractors, will be considered as employees of the Contractor. The Contractor will be held responsible for their work. The City will deal directly with and make all payments to the Contractor only.

When subcontracted work is not being prosecuted in a manner satisfactory to the Engineer, the Contractor shall be notified to take corrective action within a specified time. If a timely correction is not made upon issuance to the Contractor of written instructions from the Engineer, the subcontractor shall be removed immediately from the work, and shall not be reemployed thereon.

The contractor agrees that he is fully responsible to the City for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by him, as he is for the act and omissions of persons directly employed by him.

Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and the City.

#### 8.09            FAILURE TO PERFORM

If the City sues to compel performance or sues for breach of the Contract, or to recover the cost of completing the work, the Contractor shall pay all the City's reasonable attorney's fees, costs of suit, and all its other expenses of litigation.

#### 8.10            TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part for such period as he may deem necessary due to unsuitable weather or due to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer to suspend the work and shall not resume the work until ordered in writing by the Engineer.

#### 8.11            USE OF COMPLETED PORTIONS

The City shall have the right to take possession of, use, or maintain and protect any completed portions of the work. However, taking possession, use, or maintenance and protection shall not be deemed an acceptance of any work not completed in accordance with the Contract documents.



## **SECTION 9 - MEASUREMENT AND PAYMENT**

### **9.01 MEASUREMENT OF QUANTITIES OF UNIT PRICE WORK**

Unless specified otherwise, all work to be paid for at a Contract price per unit of measurement will be measured by the Engineer, in accordance with United States Standard Measures. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing, and timber shall be considered as being the true length measured along the longitudinal axis.

Unless otherwise provided in the Special Provisions, volumetric quantities will be determined by the Engineer, and shall be the product of the mean area or vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to the measurement of all areas.

When payment is to be made on the basis of weight, the weighing shall be done on scales furnished by and at the expense of the Contractor, or on other sealed scales regularly inspected by the State of California, Department of Food & Agriculture, Division of Measurements & Standards, or its designated representative. All scales shall be suitable for the purpose intended and shall conform to the Specifications of the State of California, Department of Food & Agriculture, Division of Measurements & Standards. The scales shall be operated by a weigh master licensed in accordance with the provisions of the California Business and Professions Code. The Contractor shall furnish a Public Weigh master's certificate, or a Private Weigh master's certificate of certified daily summary weight sheets. The operator of each vehicle shall obtain a weight or load slip from the weigher and deliver said slip to the Engineer at the point of delivery of the material.

Other materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the Special Provisions for the particular items involved.

Full compensation for all expense involved in conforming to the requirements specified for measuring in and weighing materials shall be considered as include in the unit price paid for the materials being measured or weighted and no additional compensation will be allowed, therefore.

### **9.02 COST BREAKDOWN**

Upon request of the Engineer, the Contractor shall submit, in a form acceptable to the Engineer, a schedule showing the subdivision of his or her Contract, or lump sum bid price, into its various parts, stating quantities and prices for each item, to be made a basis for checking or computing monthly estimates, if such payments are specified. The prices shall include all costs of each item. No payment will be made to the Contractor until such a schedule has been submitted to and approved by the Engineer, if required by him.

9.03

FULL COMPENSATION INCLUDED IN BID AMOUNT

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City and for all risks of every description connected with the prosecution of the work; also for the expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Plans, Special Provisions and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of his or her obligation to make good any defective work or material.

No compensation will be made in any case for the loss of anticipated profits.

The lump sums and/or unit prices shown in the bid proposal shall include full compensation for all work and expenses appurtenant to the accomplishment of the project described in the Special Provisions in the manner indicated herein, including, but not limited to, all items delineated in these Contract documents for which specific bid items are not set up on the bid proposal. The Contractor shall proportionally spread all incidental costs associated with the work for which there are no separate bid items into the amount bid for those items of work for which there are bid items, and no separate or additional payment will be made for any requirement of the Contract not specifically listed on the bid proposal.

9.04

PROGRESS PAYMENTS

On City contracts, the City shall once in each month cause an estimate in writing to be made by the Engineer of the value of the total amount of the work done and acceptable material furnished and delivered by the Contractor on the ground and not used, or acceptable materials furnished and stored for use on the Contract (if such storage is within the limits of the project and is subject to or under the control of the City at the time of such estimate). Reference is made to Subsection 9.09 of these Specifications relative to the date of payments.

The Contractor shall furnish the Engineer with a preliminary estimate of such materials and work, when requested by the Engineer. Such an estimate shall be submitted on a form approved by the Engineer which shall be properly completed and executed. The Engineer shall have the authority to adjust the items as submitted on the preliminary estimate in accordance with his or her judgment of the amount of work performed or materials on hand, considering the fact that bid items include a proportionate share of incidental expenses involved in the work. The estimate value of any item of work shall in no case exceed the bid price for that Contract item of work.

The City shall retain 5 percent of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the Contract by the Contractor. The City shall also retain 5 percent of the value of all work done from each monthly payment. Reference is made to Subsection 9.08 of these Specifications relative to substitution of securities for retained amounts.

The City shall pay monthly to the Contractor while carrying on with the work the balance not retained, as previously mentioned, after deduction therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in his or her judgment the total value of the work done since the last estimate amounts to less than five hundred dollars (\$500.00)

No such estimate or payment shall be considered to be an acceptance of any defective work or improper materials.

In accordance with sec. 20104.50 of the Public Contract Code, the City shall pay interest to the contractor at the legal rate set forth in Section 685.010 (a) of the Code of Civil Procedure for any progress payments not made within 30 days of receipt by City of an undisputed and properly submitted payment request.

#### 9.05                    FINAL PAYMENT

The Engineer shall, after the completion of the Contract, make a final estimate of the amount of work done thereunder and the value of such work; and the City shall pay the entire sum so found to be due after deducting therefrom 5 percent of the final estimate to be retained following final acceptance of the work. The final retained payment shall not be due and payable until the expiration of thirty-five (35) calendar days from the date of recordation of the "Notice of Final Acceptance" for the project by the City. Reference is made to Subsection 9.08 of these Specifications relative to substitution of securities for retained amounts.

The Contractor shall promptly make payment to all persons supplying labor and material, and before final acceptance of the work and final payment to the Contractor, including all sums retained by the City, the Contractor shall furnish to the City satisfactory evidence that all claims for labor and material furnished and used in the construction of said work have been settled, and that no legal claim can be filed against the City for such labor or material.

It is mutually agreed between the parties to the Contract that no certificate given, or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part. It is further agreed that no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the Contract and the adjustment and payment for any work done in accordance with any alterations of the same shall release the City, City Council, and the Engineer from any and all claims or liability on account of work performed under the Contract or any alteration thereof.

#### 9.06                    FINAL PAYMENT TO RELEASE OWNER

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the City (or Owner, on private contracts) of all claims and all liability to the Contractor for all things done or performed for or relating to the work and for every act and neglect of the City and others relating to or arising out of the work, excepting only his or her claims, if any, for

amounts withheld by the City, upon final payment. However, no payment, final or otherwise, shall operate to release the Contractor or his or her sureties from any obligation upon or under this Contract or the Contractor's bond.

#### 9.07 CITY'S RIGHT TO WITHHOLD PAYMENTS

The City (or Owner, on private contracts) may withhold or nullify the whole or any part of any partial or final payment, to such extent as may reasonably be necessary to protect the City from loss on account of:

1. Defective work not remedied, irrespective of when any such work be defective;
2. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens;
3. Failure of the Contractor to make proper payments for labor, material, equipment, other facilities, or to subcontractors;
4. A reasonable doubt that the work can be completed for the balance unearned; or
5. Damage to another Contractor, or third party.

Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reason therefore shall be given to the Contractor; and when the Contractor shall remove the grounds for such withholding, the City shall promptly pay to the contractor the amount withheld.

#### 9.08 SECURITIES MAY SATISFY WITHHOLDING REQUIREMENT

In accordance with Government Code Section 4590, the provisions of Subsection 9.054 and 9.05 of these Specifications, pertaining to the retaining of 5 percent of the Contract price, may at the Contractor's request and expense, be satisfied by depositing with the city, or a state of federally chartered bank as escrow agent, eligible securities equivalent to the amount to so be retained. Securities eligible for investment include those listed in California Government Code Section 16430 and bank and savings and loan certificates of deposit. The escrow agent shall pay such securities to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of such securities and shall receive any interest thereon.

Any escrow agreement entered into pursuant to Section 4590 of the Government Code shall contain, as a minimum, the following provisions:

1. The amount of securities to be deposited; The terms and conditions of conversion to cash in case of the default of the Contractor;
2. A provision that the City shall not be prevented from withdrawing or converting said securities, as required to complete the Contract as a result of Contractor's default, except by court order; and
3. The termination of the escrow upon final acceptance of the work by the City.

9.09                    DATE OF PAYMENTS

The Contractor shall submit payment requests no later than the 20<sup>th</sup> day of the month, for work completed or materials furnished prior to that date. The City will make payment no later than the 10<sup>th</sup> day of the following month when such payment will become due and payable. Payment requests submitted after the 20<sup>th</sup> day of the month will not be processed for payment in the following month but will be processed for payment in the next succeeding monthly payment period, when such payment will become due and payable.

9.10                    PAYMENT FOR EXTRA WORK

Extra work as previously defined in Subsection 2.03 of these Specifications, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the City (or owner, on private contracts), or by force account.

When extra work is to be paid for on a force account basis, the Contractor shall receive the actual cost of all materials furnished by him or her as shown by his or her paid vouchers, plus 15 percent for overhead and profit. For all labor and equipment that are necessary, he shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor, plus 15 percent for overhead and profit. The price paid for labor by the Contractor shall include all payments imposed by State and Federal laws. The City reserves the right to furnish any material, equipment or labor deemed expedient, and the Contractor shall have no claim for overhead and profit on the cost of such City furnished materials, equipment, or labor.

The Contractor shall maintain his or her records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations. The Contractor shall submit to the Engineer at the end of each day's work, in duplicate, an itemized report of labor, material, and equipment used in the performance of the work on that day, to be paid for on a force account basis. Such a daily report, once agreed upon, shall be signed by the Contractor and the Engineer (or Inspector), and shall become the basis of payment for the work performed. Should there be any disagreement by the Inspector in the itemized report, he shall so state thereon before signing, and the Engineer will, after examining the evidence, make a judgment as to the amount of labor, material, and equipment to be allowed for payment.

The Contractor shall calculate weekly on fully itemized reports the costs of the work to be paid for on a force account basis, in conformance with the previously agreed upon daily basis, in conformance with the previously agreed upon daily reports. Material charges shall be substantiated by copies of vendor's invoices. Such weekly reports shall be submitted to the Engineer in a timely manner, and once reviewed and approved by the Engineer, will be utilized in progress estimates and final estimates for payment purposes.

Payment as provided herein shall constitute full compensation to the Contractor for the performance of extra work, and no additional compensation will be allowed, therefore.

## **SECTION 10 - LABOR AND PREVAILING WAGES**

### **10.01            GENERAL**

The Contractor shall observe State and other laws governing labor; shall carry compensation and Employer's Liability Insurance under the Workmen's' Compensation Statute of the State; and upon request, shall show proper evidence thereof covering all his or her labor.

Only competent workers shall be employed on the work. Any person employed or subcontractor who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform his or her work properly and acceptably, shall be immediately removed from the work by the Contractor and not be reemployed on the work. All labor shall be especially skilled for each kind of work, and under the direction of a competent foreman, regardless of the kind and quality of material specified.

### **10.02            LABOR DISCRIMINATION**

No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons; and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.

### **10.03            HOURS OF LABOR**

Eight hours constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00), or such other amount as may be hereafter specified in Labor Code Section 1813 for each worker employed in the execution of the Contract by the Contractor or any subcontractor under him for each calendar day during which such workman is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per calendar day and 40 hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of 8 hours per calendar day at not less than one and one-half times the basic rate of pay, as provided in said Section 1815. Reference is made to Subsection 10.05 regarding payroll records. Reference is also made to the Contract for detailed Labor Code requirements.

### **10.04            PREVAILING WAGES**

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the General Prevailing Rates of wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay, as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

A listing of said wages and employer payments are on file with the City Clerk, Dinuba City Hall, 405 E. El Monte Way, Dinuba, California, and are incorporated herein by reference, pursuant to Subsection 1773.2 of the Labor Code. The Engineer shall furnish the Contractor a copy of the above-mentioned wage rates and employer payments and such a copy shall be posted by the Contractor at the job site where it will be available to any interested party. Copies of the wage rates may be obtained upon request from the City of Dinuba, Director of Public Works.

An error in information furnished by the City does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Subsection 1770-1775.

The wages and employer payments to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Contract, shall be not less than the prevailing rate of pay for wages and employer payments for a day's work in the same trade or occupation in the locality within the State where the work hereby contemplated is to be performed, as determined by the Director of Industrial Relations. Each laborer, workman, or mechanic employed by a Contractor or by any subcontractor shall receive the wages and employer payments herein provided for. The Contractor shall pay twenty-five dollars (\$25.00), or such amount as may be hereafter specified by the Labor Code, per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid in each work shall be paid by the Contractor to each worker.

Reference is also made to the Contract for further detailed requirements under the Labor Code.

#### 10.05            PAYROLL RECORDS

Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776. Certified payrolls shall be submitted weekly to the City of Dinuba c/o 4Creeks, Inc. Electronic certified payrolls shall also be submitted weekly directly to the Labor Commissioner (Division of Labor Standards Enforcement).

## **TECHNICAL PROVISIONS**

### **SECTION 11 - CLEARING AND GRUBBING**

#### **11.01            GENERAL**

Clearing and grubbing shall consist of the removal and disposal of all objectionable materials, roots, existing concrete, and other obstructions as indicated, within the limits of the project, as required by the Plans and Special Provisions and as directed by the Engineer.

#### **11.02            PRESERVATION OF PROPERTY**

Whether shown on the Plans or not, existing improvements, adjacent property, utility and other facilities, and trees and plants that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations. Only trees and plants that are designated or marked for removal by the Engineer shall be removed.

Reference is made to Subsections 6.03 and 7.06 of these Specifications.

The Contractor shall make such investigations and examinations as are required to determine the existence and locations of all pipes, conduits, and other underground improvements and shall consult with and advise the owners of the utilities before undertaking any work that might endanger them.

The Contractor shall assume full responsibility for any damage to pipes, conduits, poles, or any other structures or utilities. He shall not make any claim for inconvenience, delay or added cost of performing the work which may be attributed in any degree to inaccuracy of information furnished by the City of Dinuba relative to the locations, sizes, dimensions, depths, and character of any pipes, conduits, poles or other structures and utilities.

Existing survey monuments and stakes shall be fully protected from damage or displacement, and they shall not be disturbed unless directed by the Engineer.

#### **11.03            OPERATIONS**

Unless otherwise specified, the entire area within the project limits shall be cleared and grubbed by the Contractor. No payment will be made to the Contractor for clearing and grubbing outside these limits unless such work is authorized by the Engineer.

All of the work shown on the Plans and included in the Special Provisions and these Specifications that is located in public streets and alleys of the City of Dinuba shall be done in accordance with City ordinances regulating the use of public streets and alleys within the City, except as otherwise provided herein.

The Contractor shall inform himself as to all regulations and requirements of the City of Dinuba and shall conduct his operations in compliance therewith.

Within the limits of clearing, all stumps, large roots, buried logs, and all other organic material shall be removed 3 feet below the existing ground surface, or 6 feet below finished grade, whichever is deeper.

Trees designated for removal shall be removed in such a manner as not to injure standing trees, plants, and improvements which are to be preserved. Tree branches extending over the roadway which interfere with the work shall be trimmed in a workmanlike manner by the Contractor at the direction of the City Engineer.

All concrete, asphalt-concrete and oil dirt within the right of way shall be removed by the Contractor unless designated to remain on the Plans.

Where a portion of an existing concrete facility is to be removed, it shall be cut to a minimum depth of 1 ½ inches with an abrasive type saw at the first scoring line at or outside the planned joint and removed without damage to any portion that is to remain in place. If curbs and gutters cannot be cut off square and neat, the entire curb and gutter shall be removed to the nearest weakened plane or expansion joint. No patching at expansion joints will be permitted.

Where existing house foundations and floor slabs overlap into the project area, the whole foundation shall be removed. The portion beyond and outside the project area will be considered within the project area and included in the bid price of clearing and grubbing.

Existing manholes, drain wells, drainage structures, structures, and headwalls to be abandoned shall be removed to at least 3 feet below finish grade, their bottom (if any remain) broken to prevent entrapment of water and the resulting void backfilled with soil and compacted. When existing pipes (or structures with pipes) are to be abandoned, the ends of all pipes shall be plugged with a wall of concrete not less than 0.5 foot thick.

All traffic signs and street signs within the limits of the improvement, if required, shall be removed, salvaged, and stockpiled at locations designated by the Engineer. The Contractor shall install (and ultimately remove) temporary traffic control devices, if required, at locations designated by the Engineer. Traffic control signs and street signs previously removed and salvaged shall be replaced upon completion of the work, and the cost of removal, replacement and temporary devices shall be included in the clearing and grubbing work.

#### 11.04            REMOVAL AND DISPOSAL OF MATERIALS

All materials removed shall be lawfully disposed of by the Contractor at disposal sites outside the right-of-way. Reference is made to Subsection 7.08 of these Specifications.

All existing materials that are designated to be salvaged shall be removed, cleaned, and hauled to the City Corporation Yard, Dinuba, by the Contractor.

The roadway and adjacent areas shall be left with a neat and finished appearance. No accumulation of flammable material shall remain on, or adjacent to, the right-of-way.

11.05            MEASUREMENT

Quantities of clearing and grubbing will be measured on a lump sum basis.

11.06            PAYMENT

The lump sum price bid for clearing and grubbing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in clearing and grubbing as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer, including the removal and disposal of all the resulting materials. Unless otherwise provided, all concrete removal shall be included in clearing and grubbing.

When the contract does not include a pay item for clearing and grubbing as above specified, and unless otherwise provided in the Special Provisions, full compensation for any necessary clearing and grubbing required to perform the construction operations specified shall be considered as included in the price bid for other various items of work and no additional compensation will be allowed therefore.

**SECTION 12 - EXCAVATION AND SUBGRADE PREPARATION  
FOR ROADWAYS AND OTHER SURFACE IMPROVEMENTS**

12.01            GENERAL

This work shall consist of all excavation, grading, removal and replacement of material, placement of embankment, subgrade preparation and compaction and all other operations required in the construction of the finished earth surface for roadways and other surface improvements, including performing all operations necessary to excavate all materials, regardless of character and subsurface conditions, from the roadway prism or adjacent thereto; to excavate drainage and irrigation ditches; to excavate drainage channels; to excavate selected material from the roadway and borrow material for use as specified; to construct embankments, including the placing of selected material in connection therewith as specified; to backfill holes, pits and other depressions within the roadway area; to apply water; to remove and replace unsuitable material; to excavate and grade road approaches, driveways, and connections; to remove unstable material outside the roadway prism; to prepare basement material for the placing of other material thereon; all as shown on the Plans and as specified in these Specifications and the Special Provisions, and as directed by the Engineer; and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work that may be required to construct and maintain the roadway facilities.

Whenever reference to finished grade is made, it shall be considered to be the finished surface of the completed facility.

Quantities of all types of existing subbase, base, surfacing, or pavement removed will be included in the quantities of the type of excavation in which they are located, and no separate payment will be made, therefore.

Roadway, as used in this section, shall include alleys, easements, or the sites of other surface improvement work.

12.02            TEST METHODS

Tests in connection with the work shall be made in conformance with the following.

<u>Tests</u>	<u>California Test</u>
Relative Compaction	216
Sand Equivalent	217
Resistance (R Value)	301
Sieve Analysis	302

Reference is made to Subsections 5.03 and 5.07 of these Specifications.

12.03            GRADE TOLERANCE

The finished grading plane shall conform to the following:

1. Where no subsequent layers of materials are to be placed thereon, the grading plane at any point shall not vary more than 0.10 foot above or below the grade established by the Engineer.
2. Where subsequent layers of materials are to be placed thereon, immediately prior to placing said materials the grading plane at any point shall not vary more than 0.05 foot above or below the grade established by the Engineer.

All cut slopes shall be rounded.

#### 12.04            IMPORTED BORROW

The Contractor, at his expense, shall make his own arrangements for obtaining imported borrow and he shall pay all costs involved.

Imported borrow shall be of a quality suitable for the purpose intended, free of vegetable matter or other unsatisfactory material. All imported borrow shall be subject to the approval of the Engineer. The Contractor shall supply to the City, at the Contractor's expense, the test results required by the Engineer to determine the suitability of any borrow proposed for import. These tests will be required at the original site of the proposed borrow material and also at the delivery site. The Contractor shall remove, at the Contractor's expense, any borrow placed which fails to meet the approval of the Engineer.

#### 12.05            SELECT FILL

Select fill shall be defined as material which is excavated from a location within the right of way as designated by the Engineer and placed at the locations indicated on the Plans.

Select fill shall be placed in conformance with this Section 12.

#### 12.06            CONSTRUCTION

The Contractor shall provide excavation, placement and compaction of embankment, grading, and preparation of subgrade to construct the roadway or other surface improvement to conform to the line, grade and cross-section shown on the Plans, or as directed by the Engineer. Unless otherwise indicated, unsuitable or surplus excavated material shall be disposed of by the Contractor in accordance with Subsection 7.08 of these Specifications. If the quantity of acceptable material from the excavation is not sufficient to construct the embankments required by the work, the quantity of material needed to complete the embankments shall consist of imported borrow in conformance with Subsection 12.04 of these Specifications.

Embankments shall be constructed in layers. The loose thickness of each layer of embankment material before compaction shall not exceed 0.67 foot. Except as herein provided otherwise for the top 0.50 foot of pavement subgrade, all embankments shall have a relative compaction of no less than 90 percent. Areas to receive embankment construction shall first be cleared of all debris, bushes, weeds, stumps, or other deleterious material, in accordance with

Section 11 of these Specifications. If embankment material is to be placed on existing slope areas, the existing surface shall be plowed or scarified to produce a bond with the material to be placed.

Reference is made to Subsections 6.03 and 7.06 of these Specifications, relative to protection of utilities and preservation of property.

The subgrade to receive aggregate base or subbase, or asphalt-concrete, shall be prepared as follows:

The soil material shall be bladed or disked to a depth of 0.5 foot and all rocks, hardpan chunks or otherwise unsuitable material over 2 ½ inches in size, shall be removed and disposed of off the project site.

The material thus disked or bladed shall be thoroughly mixed, watered and rolled to a relative compaction of not less than 95 percent.

Any soft, spongy, or otherwise unstable areas shall be repaired by completely removing the material and replacing it with acceptable materials in accordance with these Specifications, at the Contractor's expense. Before aggregate base or asphalt-concrete paving is placed, the Engineer may require, at the Contractor's expense, a test roller of size and weight as approved by the Engineer to pass over the finished subgrade to ascertain that there are no such soft or spongy areas.

No aggregate base or asphalt-concrete paving shall be placed until the finished subgrade is in a stable condition satisfactory to the Engineer, regardless if said subgrade passed any prior compaction test.

#### Limited Subgrade Preparation (Where denoted on plans)

The subgrade to receive aggregate base or subbase, or asphalt concrete shall be prepared as follows when denoted on the plans:

The soil material shall be cut to finish subgrade elevation pursuant to tolerances described within these specifications. The material shall be thoroughly rolled and watered to a relative compaction of not less than 95 percent. During the rolling operation the vibratory equipment on the roller shall remain off.

Compacting shall extend to and include all areas where concrete improvements are to be constructed. The relative compaction of the top 0.50 foot of soil material under curb and/or gutter, under driveway approaches and under valley gutters shall be no less than 95 percent. The top 0.50 foot of subgrade under sidewalks shall have a relative compaction of no less than 90 percent. The cost of subgrade preparation and compaction under concrete improvements will be included in the respective bid items for concrete improvements.

No compaction test of subgrade shall be made until such time as the subgrade is finished to within 0.10 foot of finished subgrade. The Contractor shall notify the Engineer when the subgrade is ready for compaction testing, and the City Engineer will notify the appropriate testing laboratory designated to perform such tests. The Engineer shall specify the locations where compaction tests are to be made.

No excavation shall be made below the plane of the bottom of the curb and gutter subsequent to installing curb and gutter until backfill has been placed behind the curb.

Reference is made to Subsection 16.04 of these Specifications relative to adjusting existing facilities to finish grade.

#### 12.07            LIME TREATMENT

Lime treatment of subgrade, including furnishing lime, mixing, spreading, and compacting, and furnishing and placing curing seal, shall be provided by the Contractor at the locations indicated on the Plans or directed by the Engineer. Lime treatment of subgrade shall conform to Section 24-2 of the State Standard Specifications, except for the following:

1. Lime shall be high-calcium hydrated lime.
2. Removing and disposing of rocks or solids larger than 2 ½ inches will not be paid for as extra work.
3. No reduction in 95 percent relative compaction requirement will be allowed for increase in lime content.
4. The curing seal shall be applied at the rate of 0.10 gallons per square yard of surface.
5. Subsection 24-2.04, Payment, of the State Standard Specifications is hereby deleted.

#### 12.08            MEASUREMENT

Measurement of excavation and subgrade preparation for roadways and other surface improvements will be by the cubic yard. The quantity will be the estimated “cut” required to excavate to the grading plane, including the volume of any existing surfacing or base materials but not including the volume of existing concrete work.

Measurement of imported borrow will be by the cubic yard, in place in the work and compacted.

Measurement of select fill will be by the cubic yard, in place in the work and compacted.

Measurement of lime treatment will be the square yard of surface treated.

#### 12.09            PAYMENT

The unit price bid per cubic yard for excavation and subgrade preparation for roadways and other surfaces (or roadway excavation) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. Placement of embankment and the preparation therefore is also included in this bid item.

The unit price bid per cubic yard for imported borrow shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer.

The unit price bid per cubic yard for select fill shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in special handling and placement thereof, as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer.

The unit price bid per square yard for lime treatment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. Included in this item will be furnishing lime, mixing, spreading, and compacting; and furnishing and placing curing seal.

## **SECTION 13 - AGGREGATE SUBBASES AND BASES**

### **13.01            GENERAL**

This work shall consist of furnishing, spreading, and compacting aggregate subbase and/or aggregate bases on a prepared subgrade or subbase, in conformance with the lines, grades, cross-sections and dimensions shown on the Plans, Standard Drawings and as hereinafter specified.

### **13.02            MATERIALS**

Aggregate for subbases and bases, at the time they are deposited on the roadbed, shall be as follows:

1. Aggregate subbases shall be Class 2 conforming to Subsection 25-1.02 of the State Standard Specifications.
2. Aggregate bases shall be Class 2 with grading for  $\frac{3}{4}$  inch maximum aggregate, conforming to Subsection 26-1.02 of the State Standard Specifications.

### **13.03            SUBGRADE**

The subgrade to receive aggregate subbase or aggregate base, immediately prior to spreading, shall conform to the compaction and elevation tolerance specified for the material involved and shall be free of loose or extraneous material. No aggregate subbase or aggregate base shall be placed until the subgrade has been tested, inspected, and approved by the Engineer.

### **13.04            SPREADING AND COMPACTING**

Aggregate subbases or aggregate bases shall be delivered to the roadbed as uniform mixtures, in separate operations. Each mixture shall be deposited and spread to the required compacted thickness by means which will maintain the uniformity of the mixture. Each layer shall be free from pockets of coarse or fine material.

Where the required thickness is 0.50 foot or less, the subbase or base material may be spread and compacted in one layer. Where the required thickness is more than 0.50 foot, the subbase or base material shall be spread and compacted in 2 or more layers of approximately equal thickness and the maximum compacted thickness of any one layer shall not exceed 0.50 foot.

Aggregate subbases or aggregate bases, placed on road approaches and connections, street intersection areas, median strip areas, shoulder areas, and at locations which are inaccessible to the spreading equipment, may be spread in one or more layers by any means to obtain the specified results.

When the subgrade for aggregate subbase or aggregate base consists of cohesionless sand, and written permission is granted by the Engineer, a portion of the aggregate base may be dumped in piles upon the subgrade and spread ahead from the dumped material in sufficient quantity to stabilize the subgrade. Segregation of aggregate shall be avoided, and each layer shall be free from pockets of coarse or fine materials.

At the time aggregate material is spread, it shall have a moisture content sufficient to obtain the required compaction. Such moisture shall be uniformly distributed throughout the material.

The relative compaction of each layer of compacted aggregate material shall be not less than 95 percent.

The surface of the finished aggregate subbase or aggregate base at any point shall not vary more than 0.05 foot above or below the grade established by the Engineer.

#### 13.05            ADDITIONAL THICKNESS

In the event that soil conditions are encountered such that a satisfactory subgrade, subbase or base for pavement may not be obtained, the material lying below the subgrade shall be removed and the additional aggregate subbase or aggregate base material, as directed by the Engineer, shall be placed in accordance with the provisions of this section.

Measurement and payment for such additional roadway excavation, additional aggregate subbase or additional aggregate base shall be at the units of measure and unit prices bid for roadway excavation, aggregate subbase, and/or aggregate base.

#### 13.06            MEASUREMENT

Measurement of aggregate subbases and aggregate bases will be by the ton.

In conformance with Subsection 9.01 of these Specifications, the Contractor shall be responsible for furnishing the Engineer with a certified daily record of the weight of all said material which has been delivered to the project has been delivered to the project site. Said record shall become the basis of measurement for the materials itemized therein. In addition, each delivery truck shall carry to the project site a load slip for the material transported in said truck. The load slip shall be delivered to the Engineer by the driver at the time and site of delivery of the truck load of material covered by the load slip.

#### 13.07            PAYMENT

The unit price bid per ton for aggregate subbase shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer.

The unit price bid per ton for aggregate base shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer.

## SECTION 14 - HOT MIX ASPHALT (HMA)

### 14.01            GENERAL

This work shall consist of furnishing and mixing aggregate and asphalt binder at a central mixing plant and spreading and compacting the mixture in accordance with Section 39 and all of the updates of the State Standard Specifications and as modified herein, as shown on the Plans, and as indicated by the Engineer. The work shall also include furnishing and placing tack coat and seal coat and furnishing and constructing hot mix asphalt dikes where shown on the Plans. HMA shall be established, maintained, and controlled to ensure materials and work complies with these specifications as specified herein.

### 14.02            HOT MIX ASPHALT MATERIALS

HMA shall be Type A, mixed, proportioned, furnished, and evaluated in accordance with Subsections 39-2.01 and 39-2.02 of the State Standard Specifications. Contractor shall submit Contractor Job Mix Formula (JMF) Proposal or JMF Verification Form dated within 12 months for approval in accordance with Subsection 39-2.01A(3)(b) and 39-2.02A(3)(b).

Asphalt binder in HMA must comply with Section 92, "Asphalts". Asphalt binder for geosynthetic pavement interlayer must comply with Section 92, "Asphalts." The asphalt binder shall be steam-refined asphalt conforming to Grade PG 64-10, or as directed by the Engineer.

Aggregate material shall conform to the specifications and grading requirements of Subsection 39-2.02B(4) of the State Standard Specifications for  $\frac{3}{4}$  inch maximum aggregate or  $\frac{1}{2}$  inch maximum aggregate. Where a thickness of more than 2 inches of HMA is required, the first course shall be  $\frac{3}{4}$  inch maximum aggregate and the final course shall be  $\frac{1}{2}$  inch maximum aggregate. Where a thickness of 2 inches or less of HMA is required, the gradation shall conform to  $\frac{1}{2}$  inch maximum aggregate.

Reclaimed Asphalt Pavement (RAP) for use in producing HMA shall conform to the specification requirement of Subsection 39-2.02B(5).

### 14.03            TACK COAT

Tack coat must comply with the specifications for asphalt binder in Section 92, "Asphalts." The asphalt binder shall conform to Grade PG 64-10, or as directed by the Engineer.

Tack Coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, to a pavement to be surfaced, and to other surfaces designated by the Engineer. Tack Coat shall be applied in one application at a rate of 0.02 to 0.06 gallon per square yard of surface covered, in conformance with Subsection 39-2.01C(3)(f).

#### 14.04            HOT MIX ASPHALT CONSTRUCTION

Prior to placement of HMA, the base shall be inspected for any unsuitable areas. All unsuitable areas shall be removed and replaced as determined by the Engineer. A pre-paving conference meeting shall be held to discuss methods of performing the production and paving work at a mutually agreed time and place.

HMA shall be placed, spread, and compacted in conformance with Subsections 39-2.01C and 39-2.02C of the State Standard Specifications, and as specified herein. Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the section for the material involved. Subgrade must be free of loose and extraneous material. If HMA is placed on existing base or pavement, remove loose paving particle, dirt, and other extraneous material by any means including flushing and sweeping.

#### 14.05            HOT MIX ASPHALT DIKES

HMA for dikes shall be as specified in Subsections 14.02 of these Specifications and 39-2.01C(9) of the State Standard Specifications. HMA dikes shall be constructed as shown on the Plans and directed by the Engineer. Dikes shall be shaped and compacted with an extrusion machine or other equipment capable of shaping and compacting the material to the required cross-section. HMA for dikes may be spread in one layer.

#### 14.06            SEAL COAT

A fog seal coat of asphaltic emulsion shall be applied to all newly paved street surfaces in accordance with Subsections 37-2.01C(3) and 37-2.02 of the State Standard Specifications, when specified on the plans. The seal coat shall be applied within 7 to 14 days after paving, weather permitting.

#### 14.07            MEASUREMENT

Measurement of Hot Mix Asphalt will be by the ton.

In conformance with Subsection 9.01 of these Specifications, the Contractor shall be responsible for furnishing the Engineer with a certified daily record of the weight of all hot mix asphalt material which has been delivered to the project site. Said record shall become the basis of measurement for hot mix asphalt pavement, or hot mix asphalt surfacing. In addition, each delivery truck shall carry to the project site a load slip for the material transported in said truck. The load slip shall be delivered to the Engineer by the driver at the time and site of delivery of the truck load of material covered by the load slip.

Measurement of hot mix asphalt dikes will be by the lineal foot along the completed dike.

Measurement of fog seal will be by the square yard.

14.08            PAYMENT

The unit price bid per ton for hot mix asphalt surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, meetings, submittals, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. Full compensation for all costs involved in furnishing and applying tack coat shall also be included in the amount bid for hot mix asphalt surfacing. Full compensation for all costs involved in, and no separate measurement and payment will be made for furnishing and applying tack coat.

The unit price bid per lineal foot for hot mix asphalt dike shall include full compensation for furnishing all labor, materials, tools equipment, meetings, submittals, and incidentals and for doing all the work involved in furnishing and installing hot mix asphalt dike as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. Full compensation for any necessary excavation and backfill involved in undercutting cut slopes for constructing dikes will be considered as included in the Contract price paid per lineal foot for hot mix asphalt dike and no additional compensation will be allowed, therefore.

The unit price bid per square yard for fog seal shall include full compensation for furnishing all labor, materials, tools, equipment, meetings, submittals, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer.

The provisions of Subsections 37,2.01D, 37-2.02D, 39-2.01D, and 39-2.02D of the State Standard Specifications shall not apply.

## **SECTION 15 - CONCRETE SURFACE IMPROVEMENTS**

### **15.01            GENERAL**

This work shall consist of constructing concrete curbs, gutters, curb depressions, sidewalks, wheelchair ramps, driveway approaches, alley approaches, valley gutters, mow strips and median caps of the form and dimensions shown on the Plans and Standard Drawings, as set forth in the Special Provisions and as directed by the Engineer.

All the aforementioned concrete improvements shall be constructed by using fixed forms, except curbs, gutters, curb depressions and valley gutters may be constructed by using an extrusion or slip-form machine.

### **15.02            PORTLAND CEMENT CONCRETE**

Concrete shall meet the requirements of Section 90 of the State Standard Specifications. Concrete for surface improvements, shall be constructed of minor concrete conforming to the provisions of Subsection 90-2 of the State Standard Specifications except as follows:

1. For extruded or slip-formed concrete improvements, the maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 1 inch nor smaller than 3/8 inch.
2. The cement content of the minor concrete shall be not less than 470 pounds per cubic yard, except that when extruded or slip-formed concrete improvements are constructed using a 3/8-inch maximum size aggregate, the cement content shall be not less than 564 pounds per cubic yard.
3. Concrete for valley gutters shall have a cement content not less than 564 pounds per cubic yard.

### **15.03            REINFORCEMENT**

Where the use of steel reinforcement is indicated on the Plans or Standard Drawings, it shall be furnished and installed in accordance with Section 52 of the State Standard Specifications, except that Subsection 52-1.04 is hereby deleted.

### **15.04            SUBGRADE PREPARATION**

Reference is made to Subsection 12.06 of these Specifications.

The subgrade shall be constructed true to grade and cross-section, as shown on the Plans or directed by the Engineer. It shall be thoroughly watered and rolled, or hand tamped to obtain a relative compaction of no less than 95 percent under curbs and/or gutters, under driveway approaches and under valley gutters, and a relative compaction of no less than 90 percent under sidewalks, mow strips and concrete median caps prior to placing the concrete.

All soft or spongy material shall be removed to a depth of not less than 0.5 foot below subgrade elevation for curbs, gutters, valley gutters and driveways and 0.25 foot below for caps, mow strips, sidewalks and wheelchair ramps, and the resulting space filled with earth, sand or gravel of a quality that when moistened and compacted will form a stable foundation.

The subgrade and forms shall be wet immediately in advance of placing concrete.

## 15.05            CONSTRUCTION

Concrete shall not be placed on frozen or ice-coated ground or subgrade nor on ice-coated forms, reinforcing steel, structural steel, conduits, precast members, or constructions joints. Under rainy conditions, placing of concrete shall be stopped before the quantity of surface water is sufficient to damage surface mortar or cause a flow or wash of the concrete surface, unless the Contractor provides adequate protection against damage. All concrete that has been frozen, or damaged by other causes, as determined by the Engineer, shall be removed, and replaced by the contractor at his expense.

Fixed form construction shall conform to Subsections 73-1.03C, 73-2.03B and 73-3.03 of the State Standard Specifications, and as set forth herein. Extruded or slip-formed construction shall conform to Section 73-2.03C of the State Standard Specifications, and as set forth herein. The extrusion machine shall go no faster than the curb and/or gutter or valley gutter can be finished using good workmanlike practices.

Construction joints shall be as shown on the Standard Drawings, or as herein specified for both fixed form and extruded or slip-formed constructions, as follows:

1. Expansion joints for curbs and gutters, sidewalks, mow strips, valley gutters and median caps shall be constructed at no greater than 45-foot intervals, and at the ends of curb returns. Expansion joints for curbs and gutters shall also be constructed on each side of curb depressions for driveway approaches. Expansion joints for sidewalks shall also be constructed on each side of driveway approaches. Expansion joints for fence mow strips shall occur at post locations. All expansion joints shall be tooled with a ¼ inch maximum radius edger and filled with ¼ inch thick premolded joint filler conforming to ASTM Specification Designation D1751.
2. Weakened plane joints shall be placed at 15-foot intervals, except for mow strips they shall be placed at each post location not having an expansion joint. Weakened plane joints may be made by the use of plastic materials. Plastic weakened plane joint material shall be at least 1 inch deep, T-shaped 1/16-inch-thick plastic strip, with a minimum ¾ inch wide pull-tip stiffener. This plastic strip shall have a suitable anchor to prevent vertical movement. After preliminary troweling, the concrete shall be parted to a depth of approximately 2 inches with a joint knife or a thin metal straight edge. The plastic strip shall then be inserted in the impression so that the upper surface of the pull-top stiffener is flush with the concrete, and the pull-top stiffener shall be immediately peeled off. After the pull-top is removed, the concrete shall be floated to fill all voids adjacent to the strip. During final troweling, the edges at plastic control joints shall be finished to a radius not to exceed 1/8 inch using a slit jointer tool. The finished joint opening shall not be wider than 1/8 inch exclusive of radii.



#### 15.08            CURING

All surface concrete improvements shall be cured by application of an approved curing compound in conformance with the requirements of Subsection 90-1.03B(3) of the State Standard Specification.

#### 15.09            BACKFILLING

After removal of forms, the area adjacent to the newly constructed concrete improvement shall be cleaned of all surplus concrete and other debris and the area filled with clean earth suitable for planting (except in front of the gutter). Backfill shall be placed behind the curb prior to any excavation in the street area below the plane of the bottom curb and gutter.

Where there is a planter strip between the curb and the sidewalk, the planter strip shall be filled to within 1 ½ inches of the top of curb and sidewalk with clean earth suitable for planting. The area of traffic divided (median) islands not to be capped with concrete shall be backfilled with clean earth suitable for planting to within 2 inches of a line extending between adjacent tops of curb.

#### 15.10            MEASUREMENT

Quantities of concrete curb, concrete gutter, concrete curb and gutter, and concrete mow strip shall be measured by the lineal foot. Curb depressions will be included in the measurement of length of concrete curb, or concrete curb and gutter as the case may be.

Quantities of concrete sidewalks, concrete driveway approaches, concrete alley approaches, concrete valley gutters and concrete median caps shall be measured by the square foot. Measurement of concrete driveway approaches and concrete alley approaches shall be made from the back of the curb to the back of the approach.

Quantity of concrete wheelchair ramps shall be measured per each wheelchair ramp constructed. Each ramp shall include all concrete improvements behind the back of curb and within the outside edge of the grooved border, including all associated concrete retaining curb. Each ramp shall also include the detectable warning surface.

#### 15.11            PAYMENT

The unit price per lineal foot for concrete curb, concrete gutter, concrete curb and gutter, and concrete mow strip shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer, including subgrade preparation.

The unit prices bid per square foot for concrete sidewalks, concrete driveway approaches, concrete alley approaches, concrete valley gutters and concrete median caps shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as

directed by the Engineer, including subgrade preparation. Compensation for reinforcement required for concrete valley gutters shall be included in the amount bid for concrete valley gutters.

The unit price bid per each for concrete wheelchair ramps shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer, including subgrade preparation.

## **SECTION 16 - MISCELLANEOUS STREET IMPROVEMENTS**

### **16.01            GENERAL**

This work shall consist of constructing miscellaneous street improvements, including redwood header boards, survey monument wells, and adjusting existing facilities to finish grade, all as shown on the Plans and/or Standard Drawings, as set forth in the Special Provisions and as directed by the Engineer.

### **16.02            REDWOOD HEADER BOARDS**

Redwood header boards shall be 2 inches wide by 6 inches deep (nominal measurement), furnished and installed by the Contractor at all locations indicated on the Plans and Standard Drawings.

Header boards and stakes shall be construction heart redwood, rough graded in accordance with the current Standard Specifications for structural grades of California redwood approved by the Board of Review, American Lumber Standards Committee and published by the Redwood Inspection Service. All material shall be well manufactured. Only pieces consisting of sound wood, free from decay, will be accepted in the work.

Header boards shall be set to line and grade and securely stacked to prevent movement with 1 inch by 4-inch redwood stakes, 18 inches in length, at a maximum of 5 foot spacing. Stakes shall be nailed to the header with a minimum of 4 each 8 penny galvanized nails per stake.

Measurement for 2 inch by 6 inch redwood header board will be the lineal foot, as measured along the length of the header board. The unit price bid per lineal foot for 2 inch by 6 inch redwood header board shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer.

### **16.03            SURVEY MONUMENTS**

Survey monuments shall be installed at the locations indicated on the Plans, and as directed by the Engineer. The survey monument shall be installed per City of Dinuba Standard Construction Drawing M-11. The City Surveyor will provide swing ties for the Contractor to use for installation of the survey monument. In addition, the City Surveyor will provide a brass cap stamped with his/her professional registration number to be installed with the monument. Upon completion of installation of the monument by the Contractor, the City Surveyor will mark the precise point on the monument.

Measurement for survey monuments will be per each. The unit price bid per each for survey monument shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer.

16.04            ADJUSTING EXISTING FACILITIES TO FINISH GRADE

Existing facilities shall be adjusted to finish grade at the time of construction or reconstruction of street improvements. Such existing facilities shall include manhole frames and covers, water valve boxes and covers, water meter boxes and covers, and other similar existing facilities which must fit or match final street improvement grade.

Sewer and storm drain manhole frames and covers, and water valve boxes and covers shall be temporarily lowered below the grading plane and marked until paving has been accomplished. The manhole frames and covers, and valve boxes and covers shall then be raised to finish grade, concrete collars poured, and asphalt-concrete patch placed, in accordance with the Standard Drawings and as directed by the Engineer.

Other existing facilities shall be adjusted to finish grade in accordance with the utility or facility authority involved, and as directed by the Engineer. Where the utility or facility authority involved desires to do the work with their own forces and/or materials, the Contractor shall pay all the costs associated therewith.

Quantities for adjusting existing facilities to finish grade will be measured per each. The Contractor shall make his own determination of the number and type of facilities to be adjusted to finish grade.

The per each price bid for adjusting existing facilities to finish grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer.

When the Contract does not include a pay item for adjusting existing facilities to finish grade as above specified, and unless otherwise provided in the Special Provisions, full compensation for any necessary adjustment of existing facilities to finish grade required shall be considered as included in the price bid for the other various items of work and no separate payment will be made therefore.

## **SECTION 17 - STRIPING AND MARKING PAVEMENT**

### **17.01            GENERAL**

This work shall consist of furnishing and applying painted or thermoplastic traffic stripes (traffic lines) and pavement markings, including glass beads, and furnishing and placing raised pavement markers at the locations and in accordance with the details shown on the Plans or designated by the Engineer, and as specified in these Specifications and the Special Provisions.

For the purposes of these Specifications, traffic stripes (traffic lines) are defined as longitudinal centerlines and lane lines which separate traffic lanes in the same or opposing direction of travel, and longitudinal edge lines which mark the edge of the traveled way or the edge of lanes. Pavement markings are defined as transverse markings which include, but are not limited to, word and symbol markings, limit lanes (stop lines), crosswalk lines, shoulder markings, parking stall markings, and railroad grade crossing markings. Pavement markers are raised pavement markers, reflectorized or non-reflectorized, of the type and color shown on the Plans and/or set forth in the Special Provisions.

### **17.02            MATERIALS**

Thermoplastic materials and glass beads shall conform to Subsection 84-2.02 of the State Standard Specifications.

Paints shall be solvent-borne, designed for traffic use and shall conform to the latest revisions of the San Joaquin Valley Unified Air Pollution Control District, Control Architectural Coatings Rule 4601 which requires that traffic paints shall not exceed the limit of 1.25 pounds per gallon (250 grams/liter) of volatile organic compounds (VOC's) of coating as applied, excluding water.

Raised pavement markers shall conform to Subsection 81-3 of the State Standard Specifications. Adhesive for raised pavement markers shall conform to Subsection 95-1.02E of the State Standard Specifications, for rapid set epoxy, or Subsection 95-1.02F of the State Standard Specifications, for standard set epoxy, as directed by the Engineer.

### **17.03            REMOVAL OF EXISTING MARKINGS**

Where called for on the Plans and/or Special Provisions, existing pavement striping, symbols, legend, and markings proposed for removal shall be removed by wet sandblasting or other approved methods which will cause the least possible damage to the pavement. Dry sandblasting may be used in selected areas only with the permission of the Engineer and with approval of the air pollution control authority having jurisdiction over the area in which the work will be performed. Alternate methods of removal require prior approval of the Engineer.

Where their removal is called for on the Plans and/or Special Provisions, raised markers shall be removed by an approved method which will result in the least possible damage to the

pavement. Where raised pavement markers are to remain, the Contractor shall take special care to protect existing reflective pavement markers and shall, at his expense, replace all coated markers.

#### 17.04 PLACEMENT OF TRAFFIC STRIPES AND PAVEMENT MARKINGS

Preparation of surfaces and application of traffic stripe and pavement marking material shall conform to all requirements of Subsection 84-2.03B and 84-2.03C of the State Standard Specifications, and these Specifications. Tolerances and appearance shall conform to the requirements of Subsection 84-2.03 of the State Standard Specifications.

Word markings, letters, numerals, legends, and symbols shall be applied utilizing suitable approved equipment together with approved stencils and templates. All markings shall be standard and shall be identical with those used by the City of Dinuba.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent application.

Where necessary, the Engineer will furnish the necessary control points for all required pavement striping and markings. Alignment and layout of the work by the Contractor shall conform to Subsection 84-2.03A of the State Standard Specifications. The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the pavement striping and marking.

In areas of high traffic volume, the Contractor shall schedule work to apply traffic lines and markings in off-peak traffic hours, or on weekends.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

All markings and striping shall be protected from injury and damage of any kind while the material is drying. All adjacent surfaces shall be protected from disfiguration by spatter, splashes, spillage, and dripping of material.

The Contractor shall use proper and sufficient directional signs, warning devices, barricades, pedestals, lights, traffic cones, flag persons, or such other devices to protect the work, workers, and the public.

#### 17.05 PLACEMENT OF RAISED PAVEMENT MARKERS

Preparation of surfaces and placement of raised pavement markers shall conform to the requirements of Subsection 81-3.03 of the State Standard Specifications, and these Specifications.

The Contractor shall provide an experienced technician to supervise the application of the raised pavement markers.

In areas of high traffic volume, the Contractor shall schedule work to apply traffic markers in off-peak traffic hours, or on weekends.

17.06            MEASUREMENT

Quantities of striping and marking pavement shall be measured on a lump sum basis and shall also include any required removal of existing pavement striping or markings.

17.07            PAYMENT

The lump sum price bid for striping and marking pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. This work will also include furnishing and installing raised pavement markers, where called for, and removing existing markings, where called for.

## **SECTION 18 - TRENCH AND STRUCTURE EXCAVATION, BACKFILL, AND RESTORATION OF SURFACES**

### **18.01            GENERAL**

This work shall consist of all excavation and backfill necessary for the construction of pipelines, structures and other facilities, and the restoration of surfaces disturbed by such work, all as set forth in the Plans and Special Provisions, and as directed by the Engineer.

### **18.02            TRENCH AND STRUCTURE EXCAVATION**

Excavations shall be made to the depths and widths required to accommodate construction of conduits and structures to specified dimensions, and to the lines and grades indicated on the Plans. Unless otherwise indicated on the Plans, excavations for pipe construction may be open cut.

Reference is made to Subsections 7.11, 7.12, and 7.13 of these Specifications relative to the Contractor's responsibility to comply with all Safety Orders issued by the State Division of Industrial Safety, including in particular those pertaining to the hazard of caving ground in excavations.

The Contractor shall be responsible for locating and protecting subsurface obstructions in the field and shall notify the Engineer immediately if conflicts occur. Reference is made to Section 6 of these Specifications relative to existing utilities, and the protection thereof. The location of subsurface obstructions found in the field may necessitate a variance in the depth or alignment of proposed facilities.

When a trench or structure site is to be located in an existing oiled earth or pavement area, the existing surfacing to be removed shall be cut by methods approved by the Engineer along neat lines on each side of the trench or around the structure site. Existing surfacing, when removed, shall be kept separated from the material which is to be returned to the excavation. Failure to comply with this requirement shall be grounds for rejection of the contaminated material for use as backfill.

Material excavated from the trench shall be placed so as to offer the minimum obstruction to traffic. Reference is made to Subsections 7.06 and 7.15 of these Specifications relative to preservation of property and public convenience and safety.

Trenches shall be uniformly graded and prepared to provide a firm and uniform bearing for the entire length of the barrel of the pipe to be placed therein. Any portion of the trench excavated below the approved grade shall be corrected and brought up to grade with approved material thoroughly compacted.

Trenches bottoming in hardpan shall be excavated a minimum of 6 inches below the grade established for the bottom of the pipe and for any couplings, and then backfilled to the pipe grade with select material, thoroughly compacted. No additional payment will be made for such over-excavation and refill.

In all trenches or structure sites where a firm foundation is not encountered, such as soft, spongy, or otherwise unsuitable material, the material shall be removed to a minimum of 12 inches, or to a depth determined by the Engineer, below the bottom of the pipe or structure, and for a width equal to at least ½ diameter on each side of the pipe, and the space backfilled with suitable material containing sufficient moisture to produce maximum compaction. The backfill material shall be free from lumps or other unsuitable material, and when compacted to the satisfaction of the Engineer, shall be finished graded as provided herein, or as required by the Engineer for structures. No additional payment will be made for such additional excavation or backfill.

The width of the trench at the top of the pipe shall not be greater than 16 inches more than the outside diameter of the barrel of the pipe to be laid therein.

Coupling or bell holes are required for all pipes with couplings or bells and shall be excavated at each location where pipes are to be joined. Coupling or bell holes shall be of sufficient and adequate size to permit ease in making the joint and so the coupling or bell does not rest on the bottom of the hole excavated, therefore.

Trenches for cast-in-place concrete pipe shall be graded and prepared to provide full, firm, and uniform support by undisturbed earth or compacted full throughout the bottom 220° of the pipe periphery.

The Contractor shall be responsible for drainage of trenches and other excavation areas, and such areas shall be kept as dry as practicable throughout the construction period. Any accumulation of water shall be removed by pumping or other approved method. Trenches damaged because of failure to provide temporary drainage control shall be repaired or reconstructed at the Contractor's expense. No drainage water may be pumped or otherwise deposited in any sanitary sewer system, unless otherwise approved by the Engineer. Reference is made to Subsection 7.14 of these Specifications relative to maintaining drainage in the construction area.

Reference is made to Subsection 18.04 for special requirements for progress of work of excavating and backfilling.

### 18.03                    TRENCH AND STRUCTURE BACKFILL AND COMPACTION

Unless otherwise specified, material used for trench or structure backfill shall be granular native material free from debris, lumps, hardpan chunks, paving material, organic matter or other deleterious or unsuitable substances. Material shall be approved by the Engineer before use in the work.

Backfill of trenches shall conform to the standard drawings pertaining thereto, these Specifications, and the directions of the Engineer. Backfill for trenches in which precast pipe has been installed shall be placed in two phases, classified as Initial Backfill and Final Backfill.

Initial Backfill shall consist of placing and firmly compacting selected granular backfill material under the haunches of the pipe and up to the spring line of the pipe, and then filling to a level one foot above the top of the pipe, as directed by the Engineer, so as to form a firm bedding and protection for the pipe. After the pipe has been laid to line and grade, the trench shall be

backfilled to the spring line of the pipe with selected native material placed by hand and compacted. Selected native material shall then be placed by hand to a level one foot above the top of the pipe. Selected excavated material shall be granular native material, free of all rocks, hardpan, paving material, organic matter or other deleterious substances, and any lumps over 2 inches in diameter.

Final Backfill for trenches in which pre-cast pipe has been placed shall consist of placing and compacting backfill material into the remaining trench cavity following completion of initial backfill. Backfill material shall be returned to the trench in lifts not to exceed 8 inches in depth. Each lift shall be compacted to the bottom of the lift prior to placement of the next lift of backfill material.

Backfill for trenches in which cast-in-place concrete pipe has been constructed shall consist of placing backfill material into the remaining trench cavity. Backfill material shall be returned to the trench in lifts not to exceed 8 inches in depth. Each lift shall be compacted prior to placement of the next lift of backfill material. In no case should backfill material be allowed to free-fall directly onto the pipe. Compaction may proceed no sooner than 48 hours after construction of the pipe, and follow-up compaction using equipment which imparts load on the pipe or structures shall not proceed for a minimum of seven (7) calendar days following placement of the pipe unless this requirement is specifically waived by the Engineer, or as otherwise specified.

Structure backfill shall consist of placing and compacting backfill material around structures to the lines designated on the Plans or directed by the Engineer. Timing of compacting of structural backfill for poured-in-place structures shall be as specified above for cast-in-place concrete pipe.

The method of compacting and obtaining density requirements for all pipe trenches shall be such that the backfill material shall be completely compacted around the lower haunches of the pipe not damaged.

Where the City's water system is utilized for construction water, the Contractor shall obtain a water meter from the City of Dinuba (fire hydrant meters are required for all users). The Contractor shall obtain the permission of the Engineer as to which fire hydrants are to be utilized. Flooding of trenches from the top is not permitted.

All backfill shall be compacted to a relative compaction of no less than 90 percent to within 24 inches of the surface, and the top 24 inches in surfaced streets shall be compacted to a relative compaction of no less than 95 percent. In new development streets and alleys to be subsequently recompacted and paved, and in non-paved areas, the top 24 inches shall be compacted to no less than 90 percent relative compaction. No free water will be allowed in the top 24 inches of backfill.

When the trench is to be resurfaced, backfill shall be brought to a level which will make the top of the surfacing even with existing surfacing. Where trench is not to be resurfaced, backfill shall be brought even with adjacent undisturbed soil. The surface of the finished backfill in all areas shall be made even and uniform, free from depressions or raised areas.

Excess material shall be disposed of outside the right-of-way as set forth in Subsection 7.08 of these Specifications.

18.04                    PROGRESS OF WORK OF EXCAVATING AND BACKFILLING

All work of excavation or backfilling shall be done as quickly as possible.

Existing surfacing at any location shall be removed from proposed trench areas or structure sites no sooner than 48 hours prior to excavation at that location. No surfacing shall be removed on Friday unless excavation and follow-up work will occur the same day.

No more than 600 lineal feet of trench shall be open ahead of any pipeline or other conduit in any street or alley, except upon written permission of the Engineer.

No excavation or trench shall be opened and left open more than 24 hours before the installation of the pipeline or other conduit which is to be placed in said excavation or trench. The backfilling of said excavation or trench shall be completed within twenty-four hours after the installation of the facility for which the excavation was made, excepting for cast-in-place pipe installations and that portion of trenches or excavations to be used for connecting the extension of the installations, provided said portion is adequately barricaded and protected, and backfilled the following working day.

Backfill for cast-in-place concrete pipe shall be accomplished as soon as practicable and shall follow pipe construction by no more than 2 working days, provided that in no case shall backfill material be placed over the pipe sooner than 24 hours following construction of the pipe. Said trenches shall be adequately barricaded and access shall be provided for abutting properties and street intersections. Reference is made to Subsection 18.03 relative to compaction timing requirements.

Where an excavation or trench crosses a street or alley intersection, the excavation or backfilling shall be completed within 24 hours, or bridging capable of supporting vehicular traffic shall be provided for access across said excavation or trench.

All excavations located within a street or alley for the purpose of boring or jacking pits shall be properly barricaded and protected and may be left open for a period of no more than seven (7) calendar days unless an extension of time is approved by the Engineer in writing.

Immediately after trenches or other excavations have been backfilled and preliminarily compacted at street or alley crossings, temporary surfacing shall be placed in conformance with Subsection 18.05 of these Specifications and the standard drawing pertaining to trench backfill and surface replacement. Such surfacing shall remain in place and shall be diligently maintained until the permanent surfacing is to be placed.

Final pavement replacement shall be accomplished as soon as possible and practicable, and within the time limits specified in the Special Provisions.

18.05                    RESTORATION OF SURFACES

Restoration of surfaces shall consist of restoring the surfaces of all trenches, surfaces at or around structure sites, or any other surfaces damaged or disturbed by the work, to the condition

existing prior to commencement of the work, or to such condition specified. Surfaces shall include, but not be limited to, pavement of any kind, grass, shrubbery or other landscaping, gravel, treated or untreated soil, etc. All work shall be done in accordance with these Specifications.

Restoration of paved surfaces shall conform to the standard drawing pertaining thereto and the Special Provisions, and as directed by the Engineer.

Temporary trench resurfacing shall consist of a minimum of 1 ½ inches of cold mix asphalt-concrete mixed in a central plant, placed and diligently maintained by the Contractor until permanent trench resurfacing is installed. Temporary surfacing shall be placed at all street and alley crossings and other locations as specified or shown on the Plans or directed by the Engineer. Temporary surfacing shall be removed by the Contractor prior to placing final resurfacing.

Final replacement of pavement shall be performed in a manner consistent with good construction practices and methods which, when completed, shall leave all areas requiring replacement of pavement with as neat an appearance as possible.

Areas to receive final pavement replacement shall be completely cleaned of all debris, rubbish, dirt, temporary paving, or any other deleterious material which might affect the quality of the work in any way. Cleaning shall be accomplished to a minimum of 6 feet outside the edges of trenches or other areas to receive pavement replacement.

This distance may be increased by the Engineer as necessary to prevent contamination of the new work.

Where sawcutting of existing pavement edges is not shown on the standard drawing or specified, all damaged existing pavement shall be removed, and the edges trimmed to neat lines by a method approved by the Engineer.

Where sawcutting of existing pavement edges is shown on a standard drawing or is specified, the cut shall be made on a straight line along both sides of trenches, and to neat lines around structures or other locations requiring pavement replacement. The cut shall be made a minimum of 3 inches in depth and shall encompass all pavement damaged by the work or specified to be removed or replaced.

All edges of existing pavement, whether trimmed or sawcut, shall be protected from damage. Any edges damaged from any cause prior to or during paving operations shall be re-cut or re-trimmed as directed by the Engineer, and no additional payment will be made, therefore.

Where aggregate base is called for, it shall be furnished and placed in conformance with Subsections 13.01 through 13.05 of these Specifications.

Where concrete is called for, concrete shall be 5-sack or 6-sack mix with one-inch maximum aggregate, conforming to the requirements of Section 90 of the State Standard Specifications. The top surface of the concrete shall be given a rough rake finish while the mix is still workable with the corrugations parallel with the trench. Where called for on the Plans or Special Provisions or directed by the Engineer, calcium chloride of up to 2 percent by weight of the cement shall be added to the concrete mix.

A paint binder of asphaltic emulsion shall be furnished and applied, in conformance with Subsection 14.03 of these Specifications, to all vertical surfaces of existing pavement, curbs, gutters, or other surfaces against which asphalt-concrete pavement is to be placed. Paint binder shall also be applied to the top surface of the initial layer of asphalt-concrete if the pavement is to be replaced in lifts.

Contractor shall not commence surface paving until the subbase and/or base have been inspected and approved. Violation of this paragraph shall be cause for rejection of that portion of paving involved.

Asphalt-concrete shall be furnished and placed in conformance with Subsection 14.01 through 14.04 of these Specifications. When replacing pavement in existing pavement areas, the new pavement material shall not overlap the existing pavement edge. When compacted, the new pavement edge shall be flush with the existing pavement, and the surface shall be smooth, without humps or depressions. Except where the trench is located in the crown of the road, the top of the finished surfacing shall deviate no more than 1/8 inch, up or down, from a line struck off from two points on the existing road surface, one on each side of the trench.

Deviation from this tolerance shall be cause for rejection of the surfacing.

Restoration of miscellaneous surfaces shall consist of replacing or restoring in-kind any surface damaged or disturbed by the work, including but not limited to, grass, landscaping of any kind, gravel, oiled dirt, concrete, or soil, all as directed by the Engineer. The surfaces of all trenches, excavations or other areas damaged or disturbed by the work, upon completion of miscellaneous surface restoration, shall conform to the elevations and character of the areas which existed before work commenced.

Reference is made to Subsection 2.06 of these Specifications relative to cleanup.

#### 18.06            MEASUREMENT

Measurement for trench resurfacing will be by the lineal foot as measured along the centerline of the actual trench resurfaced, unless otherwise indicated in the Plans and/or Special Provisions.

#### 18.07            PAYMENT

Payment for trench and structure excavation, backfill and compaction, shall be included in the amount bid for installing the pipe, conduit, structure or other facility to be installed in such trench or other excavation, such amount to include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer, and no separate payment shall be made for such trench and structure excavation, backfill, compaction, pavement cutting, pavement removal, jetting, maintaining drainage, or other related work.

The unit price bid per lineal foot for temporary trench resurfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all

the work involved therein as shown on the Plans and Standard Drawings, as set forth in the Special Provisions, and as directed by the Engineer, including maintaining the temporary surfacing and removing it prior to final resurfacing.

When the Contract does not include a pay item for temporary trench resurfacing as above specified, and unless otherwise provided in the Special Provisions, full compensation for any necessary temporary trench resurfacing required shall be considered as included in the prices bid for the other various items of work and no separate payment will be made therefore.

The unit price bid per lineal foot for final trench resurfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans and Standard Drawings, as set forth in the Special Provisions, and as directed by the Engineer, including sawcutting or trimming existing pavement edges.

Unless otherwise provided in the Special Provisions, full compensation for restoration of miscellaneous surfaces shall be considered as included in the prices bid for the various items of work and no separate payment will be made, therefore.

## SECTION 19 - SANITARY SEWER FACILITIES

### 19.01            GENERAL

This work shall consist of furnishing all sewer pipes, wye branches, house branches, manholes, stub-outs, and other sewer facilities as shown on the Plans and Special Provisions, as indicated on the Standard Drawings, and as directed by the Engineer. Also included is the testing and internal inspection of all sewer lines.

### 19.02            MATERIALS

Sewer pipe and fittings shall be vitrified clay or unplasticized polyvinyl chloride (PVC), as specified herein.

- A. Vitrified clay pipe and fittings shall be extra strength, bell and spigot, and shall conform to ASTM Specifications Designation C-278 with preformed factory fabricated plastisol joints complying with ASTM Specification Designation C-425. Vitrified clay sewer pipe shall also conform to standards of the Clay Products Institute. Each wye branch for sewer service shall be provided with an end cap approved by the pipe manufacturer for use with this product.
- B. PVC gravity sewer pipe and fittings shall conform to the quality requirements and strength characteristics of ASTM D3034 "Type PSM Poly-Vinyl Chloride (PVC) Sewer Pipe and Fittings" (sizes 4 inch through 15 inch). The standard dimension ratio (SDR) shall be 35 minimum where the SDR is the ratio of pipe diameter to wall thickness. Minimum pipe stiffness shall be 46 pounds per square inch (psi). Pipe straightness shall be a maximum of 1/16<sup>th</sup> inch per foot unless otherwise approved. Pipe shall have integrated bell gasketed joints. Rubber sealing gaskets shall meet the requirements of ASTM D3212. Pipe bells shall have the rubber ring present in the bell groove at the factory. No solvent cement joints will be allowed. Standard lengths shall be 20 feet, and 12.5 feet, + one inch. At manufacturer's option, random lengths of not more than 15 percent of total footage may be shipped in lieu of standard lengths.

PVC Pipe shall be closely marked as follows at intervals of five feet or less:

- Manufacturer's name or trademark
- Nominal pipe size
- PVC cell classification (12454-B or 12454-C or 13364-B)
- Legend "Type PSM SDR-35 PVC Sewer Pipe"
- ASTM D3034

PVC Fittings shall be clearly marked as follows:

- Manufacturer's name or trademark
- Nominal size
- Material Designation "PVC"
- "PSM"
- "ASTM D3034"

PVC fittings and accessories shall be manufactured and furnished by the pipe supplier, or approved equal, and have bell and/or spigot configurations identical to that of the pipe. Injection molded PVC wye fittings shall be used for future house branch connection at the time of installation of the sanitary sewer main. Each wye branch for sewer service shall be provided with an end cap or plug approved by the pipe manufacturer for use with its product.

- C. Precast reinforced concrete pipe, tapered sections and adjustment rings for manholes shall conform to ASTM Specification Designation C478, Class II. Elliptical single line reinforcement is not allowed. Materials used in manhole frames and covers shall conform to ASTM Specification Designation 48-30 and shall conform to the standard drawing pertaining thereto. Concrete for manholes shall meet the requirements of Section 90 of the State Standard Specifications, and shall be Class A.

#### 19.03            TRENCHING AND EXCAVATING

Trenching for sanitary sewer pipes and service laterals and excavating for sewer manholes shall conform to the requirements of Section 18 of these Specifications.

#### 19.04            SEPARATION CRITERIA

All sanitary sewers and water mains shall meet the separation standards of the California Waterworks Standards," contained in Section 6430, Title 22, of the California Administrative Code, or shall be installed in accordance with alternate construction criteria as specified therein.

#### 19.05            PIPE INSTALLATION

Construction of sewer lines shall begin at existing sewer lines locations and shall proceed upstream with the spigot end of the pipe in the direction of flow, unless otherwise approved in writing by the Engineer. Existing sewer lines shall remain operational at all times.

Sewer pipe and fittings shall be laid and jointed in compliance with the manufacturer's recommendation and shall be carefully adjusted to grade by scraping away or filling and tamping the trench bottom. Use of blocks to support the pipe is prohibited. Each joint of pipe must be fully pressed into place so that there will be no unevenness or settlement of one length of pipe with the other at the joint.

The Contractor shall furnish and use a laser device for control of alignment and grade of the sewer pipe. When conditions are such that this method is impracticable, such as on short pipe runs, the Contractor shall have an Engineer on the ground to set grade of each joint of pipe by means of an Engineer's level.

The grade line shown on the Plans indicates the flow line or invert of the pipe and all cuts, unless otherwise indicated, refer to this line.

All pipe shall be laid to true line and grade. Occasional variations as follows will be permitted: above grade, ¼ inch; below grade, not to exceed ½ inch; alignment not to exceed 2 inches if gradual over a distance of 20 feet.

The interior of the pipe shall be kept free from dirt and other foreign material as the laying progresses. Any pipe which shows undue settlement or is damaged shall be taken up and replaced or re-laid at the Contractor's expense. The open ends of all sewer lines being installed must be covered to keep out animal life, etc., whenever the line is left unattended for any length of time, such as overnight. The end of any sewer that does not terminate at a manhole shall be closed at the bell end with a plug manufactured for that purpose.

PVC pipe exposed to the sun during the summer months must be allowed to cool before connection is made to manholes and other facilities and prior to backfill.

#### 19.06            INSTALLATION OF SERVICE LATERALS

Service laterals shall be furnished and installed by the Contractor at the locations shown on the Plans. Installation shall conform to the standard drawing pertaining thereto, the Plans and Special Provisions and the directions of the Engineer.

Pipe for sewer service laterals shall conform to the requirements of Subsection 19.02 of these Specifications and shall be installed in accordance with the requirements of Subsection 19.05 of these Specifications.

Sewer service laterals 4 inches or 6 inches in diameter shall be connected to all sewer mains less than 18 inches in diameter at prefabricated wye fittings conforming to Subsection 19.02 of these Specifications or shall be connected to similar pipe stub-outs from manholes. Sewer service laterals 4 inches or 6 inches in diameter may be connected directly to existing sewer mains 18 inches in diameter or greater, providing that a machine core is used in connecting to the main sewer. Sewer service laterals 8 inches in diameter or greater connection to sewer mains shall require the construction of a manhole at the point of connection. All connections shall be of materials and methods as approved by the Engineer.

Sewer wye fittings, unless otherwise specified or directed, shall be inclined at an angle of not greater than 45° from the horizontal. Service laterals shall extend from the sewer main to the right-of-way line of the street or alley, where the service lateral shall be promptly closed at the bell end with a plug manufactured for that purpose.

The Contractor shall mark the location of the end of the service lateral by putting an "S" mark on the curb. Said mark is to be chiseled into the concrete or stamped when the concrete

has not set. In cases where a concrete curb does not exist, the Contractor shall mark the location of the terminus of the house branch by driving a ½ inch diameter by 24-inch-long iron pipe or rod in the end of the trench before backfilling. The pipe or rod shall extend to within six inches of ground surface.

Excavations for laying service laterals shall be made in such a manner that at no time will an existing street be closed to traffic. Whenever service laterals are to be installed in existing major streets that have been resurfaced within the last five years, they shall be installed by boring methods rather than open cut trenches.

## 19.07            MANHOLES

Manhole structures shall be constructed at the locations shown on the Plans and, and as indicated on the standard drawings pertaining thereto. The exact locations of manholes will be indicated in the field.

Manholes shall be complete structures in place and backfilled including the furnishing and placing of all materials involved. Precast concrete pipe manholes shall consist of a poured in place concrete base section, reinforced concrete pipe section(s), cast iron frame, and cover and a poured in place concrete collar with paving patch. Invert channels shall be smooth and semicircular in shape conforming to the inside of the adjacent pipe invert, or flow channels may be provided by use of the bottom half of the specified main pipe. The floor and wall of the manhole outside the channels shall be smooth and shall slope toward the channels.

The top of the manhole base section shall be keyed to receive the tongue end of the riser section. The key shall be formed in the freshly poured concrete by using a template manufactured to the dimensions of the riser section. If the riser is cast-in-place monolithically with the base section by using a slip form or other means, the key may be omitted between the base and riser. If the base and riser sections are not poured monolithically, but separately, a key shall be provided in the base section. In either case, a key will be required in the top of the riser section to receive the tongue end of the tapered cone. Cast-in-place riser sections shall have the minimum wall thicknesses specified on the Standard Drawings.

The joints between the base and all precast elements of the manhole, including adjustment rings and manhole frame, shall be filled with cement mortar prior to joining the elements.

The interior of the manhole shall be troweled smooth with a wooden trowel, removing excess mortar extruded out of joints for the entire height of the manhole, from the manhole frame to the floor. All excess mortar and any other debris shall be removed from the manhole.

Changes in direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in the size and grade of the channels shall be made gradually and evenly.

Stub-outs shall be installed in manholes at the locations and sizes shown on the Plans. All stub-outs shall be sealed with a plug of a type approved by the manufacturer of the pipe.

All manholes shall be completed to finish grade with concrete collar and paving patch (where indicated) as shown on the Standard Drawings and as herein specified. In undeveloped areas where no street or alley surfacing is to be done in conjunction with or immediately after utility installation, the manhole cover shall be finished off to a level 1.5 inches above ground elevation and shall be provided with 12 inches of grade rings. In existing street areas where surfacing exists and no new street regarding is contemplated in conjunction with or immediately after utility installation, the manhole cover shall be brought to existing street grade and finished off. In areas where street or alley surfacing is to be done in conjunction with or immediately after utility installation, such as new subdivisions, manholes shall initially terminate with the top of the cone 6 inches below sub grade and shall be brought to street or alley surface with grade adjustment rings and completed after street paving is accomplished. Unless specifically otherwise indicated in the Special Provisions, it will be the responsibility of the sewer Contractor to return and install the manhole covers to finish grade as specified and as shown on the Standard Drawings.

The Contractor shall be aware that connection to existing sewers will be “wet,” and the Contractor shall make whatever arrangements are necessary to complete the manhole connections under the “wet” conditions.

Where necessary, mounds or dikes shall be placed around the perimeter of manhole covers to prevent rainwater or other inflow of water from entering the manholes. No steps shall be installed in manholes.

#### 19.08 BACKFILLING, COMPACTING AND RESTORATION OF SURFACE

Backfilling, compacting and restoration of surfaces of trenches and excavations for sewer facilities shall conform to the requirements of Section 18 of these Specifications.

#### 19.09 LEAKAGE TEST OF SEWER LINES AND SERVICE LATERALS

After completing the installation, backfill and compaction of a section of sewer line with service laterals, and after all other underground utilities (including gas, electric, telephone, cable television, water and storm drain) are in and compacted, but prior to the placement of aggregate base or asphalt-concrete payment, the Contractor shall, at his expense, conduct a leakage test using low pressure air. The test shall be performed using the following procedures and under the supervision of the inspecting Engineer.

Each section of sewer between two successive manholes shall be tested by plugging all pipe outlets with suitable test plugs.

All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 pounds per square inch gauge pressure (psig). The sealed pipe shall be pressurized to 5 psig. The plugs shall hold against this pressure without bracing and without movement of the plugs out of the pipe.

To commence the leakage test, air shall be slowly added until the internal pressure is raised to 4.0 psig. The compressor used to add air to the pipe shall have a blow-off valve set at

5 psig to assure that at no time the internal pressure in the pipe exceeds 5 psig. The internal pressure of 4 psig shall be maintained for at least two minutes to allow the air temperature to stabilize after which the air supply shall be disconnected, and the pressure reduced to 3.5 psig. The time in minutes that is required for the internal air pressure to drop from 3.5 psig to the lower pressure indicated in the appropriate table below shall be measured and the results compared with the values tabulated below.

Gauges used to measure test pressures shall read from 0 psig to 10 psig (maximum) with ½ psig increments. If required, the Contractor shall supply necessary fittings to accept a City supplied gauge.

All gauging and testing shall be done outside the manholes, and no one shall be allowed to enter the manholes while the line is pressurized.

PVC Gravity Sewer Pipe

Minimum Acceptable Time Required for Pressure Decrease from 3.5 to 3.0 psig

Pipe Diameter (Inches)	Test Time	
	(Minutes)	(Seconds)
4	2	32
6	3	50
8	5	6
10	6	22
12	7	39
15	9	30

Vitrified Clay Sewer Pipe

Minimum Acceptable Time Required for Pressure Decrease from 3.5 to 2.5 psig

Pipe Diameter (Inches)	Test Time		Minimum Distance Between Manholes (Feet)	K-Value
	(Minutes)	(Seconds)		
4	2	0	430	.428
6	2	45	380	.592
8	3	45	320	.702
10	4	46	260	1.10
12	5	40	215	1.58
15	7	0	170	2.47
18	8	36	145	3.56
21	10	6	125	4.85
24	11	6	105	6.34
27	12	42	95	8.02
30	14	1	85	9.90
33	15	0	75	12.0
36	16	41	70	14.3
39	18	5	65	16.7
42	19	24	60	19.4

The above tabulated values shall be used for the respective diameter pipes except where the distance between successive manholes is less than the above tabulated values, in which case, the following formula will be used to determine the test time:

$$T = KL$$

T = test time in seconds

K = value from table

L = distance between successive manholes in feet

Failure of the leakage test will be grounds for rejection of the section tested, until discovery and correction of the reason for the failure, and successful retesting of the section.

#### 19.10 DEFLECTION TEST OF PVC SEWER LINES

PVC sewer pipe, which is designated as flexible in nature, shall be tested for excessive deflection. This test shall be performed after backfilling and compaction but prior to the placement of aggregate base or asphalt-concrete surfacing, and prior to television inspection as specified in Subsection 19.11 of these Specifications.

The Contractor shall demonstrate that the maximum pipe deflection does not exceed 5 percent by pulling a properly sized rigid ball or a mandrel through the main line pipe. A “rubber flush ball” does not meet this requirement for deflection testing.

Failure of the deflection test shall be grounds for rejection of the section tested, until correction of the reason for the failure and successful retesting of the section.

#### 19.11 TELEVISION INSPECTION OF INTERIOR OF INSTALLED PIPE

Contractor shall furnish closed circuit television equipment for an interior inspection of the newly installed sewer mains. The television check of the sewer mains shall be made after leakage and deflection tests have been performed and prior to placing of street aggregate base or asphalt paving. Any broken pipe, separation of joints, or any pipe exceeding the permitted tolerances for line and grade shall be replaced or repaired.

Any pipe repaired or replaced as a result of television inspection shall be re-tested for leakage and deflection. A CD or MP3 of the television inspection (1/2-inch-wide tape) shall be provided to the City at no additional cost to the City. The Contractor shall be responsible for all costs associated with furnishing the television inspection and making final repairs to the sewer mains.

#### 19.12 MEASUREMENT

Measurement for sewer main installation and service lateral installation shall be by the lineal foot of pipe installed, and shall be the actual horizontal length installed, measured through wye fittings.

Measurement for wye fittings shall be per each wye fitting installed.

Measurement for manholes shall be per each manhole installed.

### 19.13            PAYMENT

The unit price bid per lineal foot for sewer mains shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. This shall include, but not limited to, furnishing, and installing the pipe, trenching, backfilling, compacting, testing, and internal inspection.

The unit price bid per lineal foot for service laterals shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. This shall include, but not be limited to, furnishing, and installing the pipe, trenching, backfilling, compacting, and testing.

The unit price bid per each for wye fittings shall include full compensation for furnishing all labor, materials, tools equipment and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer, in excess of the cost of installing main line pipe and service lateral pipe. This shall include, but not limited to, furnishing, and installing the wye fitting and plug, trenching, backfilling, compacting, testing and internal inspection.

When the contract does not include a pay item for wye fittings as shown above specified, and unless otherwise provided in the Special Provisions, full compensation for wye fittings shown on the plans shall be considered as included in the prices bid for other sewer pipeline items of work and no separate payment will be made, therefore.

The unit price bid per each for manholes shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown by the Plans, as set forth in the Special Provisions, and as directed by the Engineer. This shall include, but not be limited to, furnishing, and installing the manhole and stub-outs, excavation, backfill and compaction, returning and adjusting manhole lids and frames to final grade following street or alley construction or reconstruction, and connections to all pipes, wet or otherwise.

**SECTION 20 - STORM DRAINAGE FACILITIES (NOT USED)**

## SECTION 21 - WATER DISTRIBUTION FACILITIES

### 21.01            GENERAL

This work shall consist of furnishing and installing water mains, water services, fire hydrants, valves, valve boxes, and all appurtenances, including excavation and backfill, at the locations and sizes shown on the Plans. All work shall be done in accordance with the Plans and Special Provisions, the Standard Drawings and as directed by the Engineer.

### 21.02            MATERIALS

All materials used in constructing water facilities shall be new and shall conform to the following specifications.

- A. PVC C900 (4" – 12") or C905 (14"+) High Pressure Water Pipe and Fittings shall be Class 150, unless otherwise indicated to require special pipe, conforming to AWWA C900 (4"-12") or C905 (14"+), the latest edition of ASTM Specifications Designation D1784, and wall thickness to meet requirements of DR18. Special pipe shall be Class 200 and wall thickness to meet requirements of DR14.

The pipe shall be of the integral bell and spigot joint. The bell shall consist of an integral wall section with a solid cross section elastomeric rings which meets the requirements of ASTM F-477. The bell section shall be at least as strong as the pipe wall. Standard laying lengths to be 20 ft. for all sizes. Pipe shall withstand a quick burst test pressure of 755 psi in accordance with ASTM D1599 applied in 60 – 70 seconds. Pipe shall withstand a drop impact test at 73° F at impact of a falling 20 lb. missile with a 2" radius nose according to ASTM D2444. Pipe and fittings must be assembled with a nontoxic lubricant. Fittings for PVC pipe shall be cast iron only.

- B. Ductile Iron Water Pipe and Fittings: Ductile iron pipe shall be manufactured in 18-foot nominal laying lengths and shall be constructed in accordance with ANSI/AWWA C150/A21.50 and ANSI/AWWA C151/A21.51, as latest amended. Ductile iron pipe shall be thickness manufactured with cement mortar lining and seal coated in accordance with ANSI/AWWA C104/A21.4, at latest amended. Rough or uncoated lining shall be cause for rejection of the pipe.

The ductile iron pipe shall be of the bell and spigot type, centrifugally cast to conform to the preceding specifications in all respects, except details of the joint. The joint shall be of the push-on boltless type, capable of being deflected after assembly, employing a single gasket to effect the joint seal, such as manufactured by the United States Pipe and Foundry Company or the Pacific States Cast Iron Pipe Company, known as the "Tyton Joint", or approved equal, and shall conform to ANSI/AWWA C111/A21.11, as latest amended. The Bidder shall furnish the joint complete with all rubber gaskets and accessories.

The fittings for ductile iron pipe shall conform to ANSI/AWWA C110/A21.10, as latest amended, and shall have push-on boltless joints, cast iron flanged joints or mechanical joints conforming to ANSI/AWWA C111/A21.11, designed for use with the specified ductile iron pipe. Short bodies "TrimTyton," or approved equal, fittings may be utilized. Flanged joints

are required where shown on the Standard Drawings. The wall thickness of fittings shall be the equivalent of ductile iron Class 54. The working pressure rating shall be 350 psi. Fittings shall be cement mortar lined and seal coated as specified under ANSI/AWWA C104/A21.4. Push-on fittings shall be capable of being deflected after assembly.

- C. Gate Valves: Gate valves shall conform to the requirements of AWWA Standard Specification C509, and shall be Mueller Co. valve, or City approved equal, all valve sizes from 3" thru 12" shall be iron body, "Resilient-seated Gate Valves", non-rising stem with one "O" ring seal above and below the thrust collar, nut operated, and turning counterclockwise to open. All operating nuts shall be two-inch (2"). If the operating nut is over forty-eight inches (48") beneath the finish grade, a one inch (1") diameter solid steel extension shaft shall be provided and installed with another two-inch (2") socket in compliance with City Standard Drawings.

Valves shall be manufactured to be compatibly jointed with the water pipe or fittings being valved. Valves for connection to PVC pipe shall have D-150 standard mechanical joint ends, valves for connection to ductile iron pipe shall have slip-on joint ends and valves for direct connection to fittings shall have flanged ends. Valves at hydrant and/or wet tap locations shall be flanged on one side to directly connect to the tee on the main supply side of the valve, as shown on the Standard Drawings.

All valves shall be marked, and proof tested in compliance with ANSI/AWWA Specification C504 and C509. The marking shall include valve size, name of manufacturer, class of valve and date of manufacture.

The test will require certified copies from the manufacturer of results of the performance, leakage, and/or hydrostatic tests.

- D. Butterfly Valves: Valves 14-inch or larger shall be butterfly type. Butterfly valves shall meet or exceed the latest revisions of AWWA C504 with a design working pressure of 150 psi. Operators for butterfly valves twenty (20) inches and smaller shall be Class 1250; larger operators will be as specified in the special provisions and designed for actual line conditions as covered in AWWA C504, Appendix A.
- E. Valve Boxes: Each valve shall be provided with a valve box in conformance with the standard drawing pertaining thereto. Valve boxes shall be precast concrete with heavy cast iron ring seating a deeply ribbed cast iron cover and provided 8" diameter clear opening, and shall be Brooks No. 3RT, Christy No. G5 traffic box, or approved equal. Cover marking shall read "Water."

A one piece 8 inch inside diameter asbestos-cement or PVC riser extension shall be provided to allow unobstructed access to the valve operating nut.

- F. Fire Hydrants: Fire hydrants shall be furnished as indicated on the standard drawing pertaining thereto, shall be of the dry barrel type. Inlet to hydrant shall be 6 inch formed to connect to feeder pipe. Hydrants shall be provided with break-off fittings and with 36 inch bury and extensions, as necessary.
- G. Copper Tubing: All copper tubing shall be new and conform to the latest revision of ASTM Specification Designation B 88 as latest amended. The tubing shall be made of copper

having a purity of at least 99.9 percent as determined by electrolytic assay, except that silver may be counted as copper.

Seamless copper tubing shall be of one grade and shall be designated type "K" soft as listed in the above specifications. The tubing is to be furnished in annealed 60-foot coils except for 1 ½ and 2 inch sizes, which may, on approval, be furnished in 20 foot lengths and crated. The tubes shall be clean, smooth, round, of proper dimension, free from grooving, indentations, cracks, flaws, and scale and shall not crack when flaring.

The name or trademark of the manufacturer and a symbol indicative of the type shall be permanently marked at intervals not greater than 18 inches on the tubing.

- H. Other Service Material: All service material shall be as indicated on the Standard Drawings, and as directed by the Engineer.
- I. Nuts, Bolts, Screws and Fasteners: All nuts, bolts, screws, and fasteners used for connecting flanges, valve body parts, etc., below the ground surface shall be manufactured of nickel-cadmium steel or approved equal (equipment within valve boxes is considered below ground). Nuts and bolts used for above ground installation on pipe flanges, etc., shall be hexagonal head machine bolts and hexagonal nuts conforming to ASTM Specification Designation A307, Grade B. All bolt threads shall be lubricated with graphite and oil. Exposed portions of nuts and bolts shall be coated with a bitumastic material to retard corrosion.
- J. Concrete Thrust Blocks: Concrete for thrust blocks shall be Class A or Class B in conformance with Section 90 of the State Standard Specifications.
- K. High Density Polyethylene Pipe (HDPE): HDPE pipe and fittings shall be made of high density, high molecular weight, Type III, Class C, Category 5, Grade P34 polyethylene meeting the requirements of ASTM D1248 and ASTM F894 unless specified otherwise.

Joints for HDPE shall be bell and spigot or butt-fusion type. Bell and spigot types shall have an elastomeric gasket which will be compressed radially to form a watertight seal. The joints shall be designed to avoid displacement of the gasket when installed with the manufacturer's recommendations.

### 21.03            TRENCHING AND EXCAVATING

Trenching and excavating for water mains and service lines shall conform to the requirements of Section 18 of these Specifications.

### 21.04            SEPARATION CRITERIA

All water mains and sanitary sewers shall meet the separation standards of the "California Waterworks Standards," contained in Section 6430, Title 22, of the California Administrative Code, or shall be installed in accordance with alternate construction criteria as specified therein.

Proper implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work. All pipe, fittings and valves shall be carefully lowered into the trench or excavation by means of a derrick or other suitable tools or equipment in such manner as to prevent damage to the pipe or fittings. Severe damage shall be grounds for rejection of the material. Any repairable damage to the pipe, lining or fittings shall be repaired by the Contractor at his expense. The Contractor shall be responsible for any damage to materials until the time of acceptance of the finished work.

As installation progresses, all pipes, valves, fittings, hydrants, etc., shall be thoroughly cleaned of all dirt, rocks and other debris that may be found in the interior of the material as stockpiled. If considered necessary by the Engineer, he may direct the Contractor to swab the pipe to clean it. At the end of each day's work, all ends of the pipe shall be closed by means of a special bulkhead or by other means approved by the Engineer.

Water pipe and fittings shall be installed in compliance with the manufacturer's recommendations, with each length of pipe having an even bearing on a properly prepared trench bottom for its entire length, with depressions cut for couplings, bells, and fittings.

Optional alternate methods of supporting the pipe slightly above the bottom of the trench on each mound may be implemented by the Contractor if approved by the pipe manufacturer and the procedures are carried out in strict compliance with his instructions. Use of blocks to support pipes or fittings is prohibited.

Rubber-gasketed joints shall be made in compliance with the manufacturer's recommendations and as follows:

The gasket seat in the socket and the gasket shall be wiped clean with a cloth. The gasket shall be placed in the socket with a large end entering first. It shall then be sprung into the gasket seat so that the groove fits over the head in the seat. A thin film of lubricant shall then be applied to the inside surface of the gasket that will come in contact with the entering pipe.

The plain end of the pipe to be entered shall be wiped clean and placed in proper alignment with the bell of the pipe to which it is to be joined. In some cases, it may be desirable to apply a thin film of lubricant to the outside of the plain end.

The joint shall then be made by exerting sufficient force on the entering pipe (by methods approved by the Engineer) so that its plain end is moved past the gasket until it contacts the base of the socket and has been shoved "home." Allowance shall be provided, in making the joint, for expansion of the pipe.

Whenever necessary to deflect the pipe from a straight line either in vertical or horizontal plane to avoid obstructions, or where long radius curves are permitted, the degree of deflection of joints shall be approved by the Engineer.

Pipe may be cut by methods approved by CAL-OSHA which will produce a square cut. No wedge type roller cutters will be allowed. PVC pipe, machined overall, in lengths shorter than

3.25 feet may be used to make connections where approved by the Engineer. Such PVC pipe shall conform to AWWA C-900 and shall be pressure rated equal to or greater than, the main line pipe.

Valves and fire hydrants shall be installed as indicated on the Standard Drawings and as directed by the Engineer. Hydrants shall be installed plumb, with steamer outlet facing the curb.

Concrete thrust blocks shall be provided on water mains at all points in the line where a change in direction of more than 5 degrees occurs, at all gate valves 10 inches or larger, at all fire hydrant buries and at all dead ends. Thrust blocks shall be installed between the fittings and undisturbed earth of the trench wall and shall be at least the minimum dimensions shown on the Standard Drawings.

For conditions not covered on said standard, the bearing area shall be as required by the Engineer.

Wet tap connections shall be made at the locations shown on the Plans and as directed by the Engineer.

#### 21.06 VALVE BOX INSTALLATION

Valve boxes shall be installed as shown on the Standard Drawings. The valve box cover shall be centered over the valve operating nut, with boxes and extensions plumb.

In existing surfaced areas, valve boxes shall be installed to finish grade, concrete collars poured, and the pavement patched. In undeveloped areas where no surfacing exists or is contemplated in conjunction with the water installations, valve boxes shall be brought to a level 1 ½ inches above existing ground elevation and concrete collars poured. In areas where street or alley surfacing is to be done in conjunction with or immediately after utility installation, such as new subdivisions, valve boxes shall be installed to finish grade after paving has been completed, a concrete collar poured, and the pavement patched. Unless specifically provided otherwise in the Special Provisions, it will be the responsibility of the water Contractor to return and install the valve box to finish grade as specified.

#### 21.07 WATER SERVICE INSTALLATION

Water service lines (including domestic metered service lines and fire service lines), equipment and appurtenances shall be installed in accordance with the manufacturer's recommendations, as shown on the plans and indicated on the Standard Drawings. The Contractor shall mark the location of water service lines by putting a "W" mark on the curb face. Said mark is to be chiseled into the concrete or stamped when the concrete has not set.

#### 21.08 BACKFILLING, COMPACTING AND RESTORATION OF SURFACES

Backfilling, compacting and restoration of surfaces of trenches and excavations for water facilities shall conform to the requirements of Section 18 of these Specifications.

## 21.09            STERILIZATION OF WATER FACILITIES

Prior to pressure testing and prior to acceptance of work, the entire pipeline including all valves, fittings, hydrants, service laterals, and other accessories shall be sterilized in accordance with AWWA Specifications C601 which provides detail specifications for:

1. Limiting contaminated materials from entering the water mains during construction or repair;
2. Removing, by flushing, contaminating materials that may have entered the water main during construction or repair;
3. Disinfecting any residual contamination that may remain after cleaning;
4. Determining the bacteriologic quality of fresh water in the main after disinfecting the main.

All mains shall be flushed with potable water after completion of construction and prior to disinfection. The Contractor shall provide a sufficient number of suitable outlets at the end(s) of the line(s) being sterilized in addition to those required by the Plans, to permit the main to be flushed with water at a velocity of at least 5.5 feet per second over its entire length. The outlets provided shall meet the requirements for fittings as specified for the type main constructed. Temporary blow-offs may be installed during the sterilization and flushing to satisfy those requirements. Drainage facilities shall be constructed such that the water lines cannot be contaminated through flushing outlets.

After flushing, chlorine gas or chlorine compound solution made with liquid chlorine, calcium hypochlorite in solution or sodium hypochlorite solution shall be water mixed and introduced into the mains to form a chlorine concentration of approximately 100 parts per million (ppm) or that which will provide a minimum residual of 50 ppm in all parts of the line after 24 hours have elapsed. During the sterilization process, all valves, hydrants, and other accessories shall be operated. After chlorination, the water shall be flushed from the line at its extremities until the replacement water tests are equal chemically and bacteriologically to those of the permanent source of supply.

The placing of HTH capsules or tablets in pipe sections during the laying process will be considered as an acceptable method of introducing chlorine for the test. The chlorine water solutions shall be diluted to a chlorine concentration of not more than 100 ppm and not less than 50 ppm measured in the water lines. The Contractor shall keep adequate chlorine residual testing and indicating apparatus available on the site during the entire sterilization period.

After final flushing, the flushing fittings shall be plugged with devices intended for this purpose, at the pressure class of the pipe. Where the water main is coated, plugs and outlets shall be similarly coated.

Bacteriologic samples of water for the specified bacteriologic test shall be taken from each end of the sterilized main (located downstream of the point of introduction of chlorine disinfectant), and at other locations as determined necessary by the Engineer. When an entire water main is to be tested, it shall be completely isolated from the existing system. Bacteriologic samples shall

be taken a minimum of 48 hours after the mains have been flushed of all chlorine. Such samples shall be obtained by the contractor using pipe and fittings supplied by the Contractor as directed by the Engineer. Bacteriologic samples shall be obtained in the following manner:

At corporation stops, risers shall be installed that will discharge water directly downward towards the ground. The discharge point of the risers shall be a minimum of 2 feet above the ground. Risers shall include the necessary bends to accomplish the foregoing and shall be equipped with in-line valves near the discharge points to regulate the flow. The Contractor shall provide and supply these hookups, full compensation therefore to be included in the amount bid for the various water main bid items.

For mains over 1,300 feet in length with no services, samples in addition to those obtained at each end shall be taken at intermediate points in such a manner that at least one sample is taken for each 700 feet of main.

The recommended procedure of sterilizing and testing water mains is as follows:

1. Chlorine residual of between 50 and 100 ppm is introduced into the water mains;
2. 24 hours later, treated water is flushed from the water mains;
3. 48 hours after flushing, water samples are taken for bacteriologic tests;
4. 96 hours after samples are taken, results of water samples are reported to the Contractor;
5. If the bacteriologic tests show a coliform M.P.N./100 ML water of 2.2 or less on all samples, the water facilities tested will be considered clear.
6. In the event the coliform number is above 2.2, the sterilization procedure shall be commenced again within 24 hours of notice by the City that the bacteriologic tests failed.

Should the end of any of the foregoing periods fall on a City nonworking day, the order of procedure will be continued to the next regular City working day.

#### 21.10 HYDROSTATIC PRESSURE TEST

After the pipe and all appurtenances have been laid, backfill has been placed and compacted and all compaction tests have passed, but prior to placement of aggregate base or pavement material, a hydrostatic pressure test shall be conducted for each reach between adjacent valves. Valves shall be in a closed position. The test time period shall be 30 minutes and shall consist of subjecting the reach of pipeline being tested to a hydrostatic pressure of 100 pounds per square inch gauge (psig). In addition, a hydrostatic test shall be conducted on the entire pipeline, while completely isolated from any existing water mains, for a period of one hour at a hydrostatic pressure of 100 psig. All valves in the pipeline shall be in the open position during

system testing. Any leaks, failures, or imperfect construction revealed by such test shall be promptly corrected by the Contractor and retested until all leakage has been stopped.

Tests shall not be made until at least 36 hours after the last concrete thrust or reaction blocking shall have been cast with high early strength cement or at least 7 days after the last concrete thrust or reaction blocking shall have been cast with standard cement. All equipment, testing and repair shall be furnished by the Contractor.

#### 21.11            MEASUREMENT

Measurement for water main installation and fitting installation shall be by the lineal foot of pipe installed, and shall be the actual horizontal length installed, measured through fittings.

Measurement for gate valves shall be per each gate valve installed.

Measurement for fire hydrants, complete, shall be per each fire hydrant assembly installed.

Measurement for water service lines shall be per each water service line installed.

Measurement for fire service lines shall be per each fire service line installed.

#### 21.12            PAYMENT

The unit price bid per lineal foot for water mains and fittings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. This shall include, but not be limited to, furnishing, and installing the pipe and fittings, installing concrete thrust blocks, trenching, backfilling, compaction, testing, sterilization, and all incidentals.

The unit price bid per each for gate valves shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. This shall include, but not be limited to, furnishing, and installing the valve and valve box, installing concrete thrust blocks, trenching, backfilling, compacting, testing, sterilization, returning and installing valve box to final grade following street or alley construction or reconstruction, and all incidentals.

The unit price bid per each for fire hydrants, complete, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. This shall include, but not be limited to, furnishing, and installing the hydrant assembly (pipe, fittings, structures, break-off fittings, bury, extensions, gate valve and valve box), furnishing and installing protection posts where required, excavation, backfill and compaction, returning and adjusting valve box to final grade following street or alley construction or reconstruction, testing,

sterilization, and all incidentals. Unless otherwise indicated in the Special Provisions, the cost of furnishing and installing any wet tap required for the hydrant shall be included in the unit price bid for fire hydrants, complete.

The unit price bid per each for water service lines shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. This shall include, but not be limited to, furnishing, and installing the service pipe and appurtenances (including all taps, fittings, stops, saddles, spacers, meter box and lid, etc.), trenching, backfilling, compacting, testing, sterilization, adjusting meter box to finish sidewalk grade, and all incidentals.

The unit price bid per each fire service lines, complete, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved therein as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer. This shall include, but not be limited to, furnishing, and installing the fire service pipe, fittings, structures, gate valve and valve box, thrust blocks, connection to main pipe, and all excavation, backfill and compaction, returning and adjusting valve box to final grade following street or alley construction or reconstruction, testing, sterilization, and all incidentals. Unless otherwise indicated in the Special Provisions, the cost of furnishing and installing any wet tap required for the fire service line shall be included in the unit price bid for fire service lines, complete.

Payment for wet taps, except those directly associated with fire hydrant or fire service installation, shall be as set forth in the Special Provisions or on the Bid Proposal.

**SECTION 22 - JACKING PIPE (NOT USED)**

**SECTION 23 - CHAIN LINK FENCE (NOT USED)**

**SECTION 24 - CONCRETE MASONRY WALL (NOT USED)**

**SECTION 25 - LANDSCAPE IRRIGATION SYSTEMS (NOT USED)**

**SECTION 26 - STREET LIGHTING (NOT USED)**

**SECTION 27 - LANDSCAPE PLANTING (NOT USED)**

## SECTION SP1 - SPECIAL PROVISIONS

### SP1.01      DEFINITION OF TERMS

For the purpose of this Contract, the following terms, or pronouns in place of them, shall be interpreted as follows:

- A. OWNER                      City of Dinuba acting through the City Council or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- B. ENGINEER                The City Engineer of the City of Dinuba, acting within the scope of the particular duties entrusted to them. The Consulting Engineer is the firm of 4Creeks, Inc.
- C. CONTRACTOR            The party or parties of the second party in the Contract for the construction of the work specified herein.
- D. LABORATORIES         Any recognized commercial testing laboratory designated by the City of Dinuba to test materials and work involved in the Contract.
- E. STANDARD DRAWINGS    The Standard Drawings of the City of Dinuba.
- F. STATE STANDARD SPECIFICATIONS AND PLANS    Standard Specifications and Plans of the State of California, Department of Transportation, latest edition.
- G. PLANS                     The detail drawings or exact reproductions which show location, character, layout, dimensions, and details of the construction under the contract.
- H. PERMITS                 The Contractor shall be solely responsible for paying all necessary permit fees and shall pay for all application costs and/or inspection fees associated with such permits. The requirements of all permits shall become a part of these specifications.
- I. SAFETY                    In accordance with accepted construction practices, the Contractor shall be solely responsible for safety at the job site including the safety of all persons and property in the performance of work. This requirement shall apply continuously and shall not be limited to normal working hours.
- J. BID PACKAGE            All bid and contract documents, plans and drawings, specifications, and special provisions.

- K. BIDDER Any individual, firm, partnership, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- L. DEPARTMENT Public Works Department of the City of Dinuba.

#### SP1.02 BID PROPOSAL FORMS

Reference is made to Section 1 of these Specifications. Each bidder shall use the standard bid proposal form furnished by the Owner which, when filled out and executed, shall be submitted as his or her bid. Bids not presented on forms so furnished will be disregarded. All proposals shall give the prices proposed, both in writing and in figures in the respective spaces provided and shall be signed by the bidder who shall fill out all blanks in the proposal form as therein required.

All proposals shall be submitted, as in the Notice Inviting Bids under sealed cover, plainly marked as a proposal and identifying the project to which the proposal relates and the date of the bid opening, therefore. Proposals which are not properly marked may be disregarded.

#### SP1.03 SCOPE OF WORK

The project involves the installation of a water main on East Park Way from College Avenue to Wilson Street.

Also included, the supplying of all the labor, equipment, tools, and materials required to make the work complete and operable and the following:

1. Contact Underground Service Alert (USA) to request locations of existing underground utilities.
2. Contact the City of Dinuba Public Works and inform them of the project schedule.
3. Contact the Dinuba Police Department and North Central Fire Protection District and inform them of the project schedule.
4. Place signs and barricades to control traffic in the areas of construction, and control dust.
5. Restore areas where the existing street surfacing or facilities are destroyed.
6. Cleanup of work areas.

The above is not all inclusive and the Contractor is responsible for all other all other items shown on the plans or listed in the specifications.

The exact locations of the work to be done shall be indicated by the City Engineer with location stakes, and the Contractor shall not do any work on this project without the stakes.

The work embraced herein shall be done in accordance with the plans, these specifications, and the State Standard Specifications and Plans, latest revision, as far as the same may apply.

SP1.04      LOCATION OF WORK

This project is located on East Park Way from College Avenue to Wilson Street.

SP1.05      BEGINNING OF WORK AND THE TIME OF COMPLETION

The Contractor shall begin work within fifteen (15) calendar days of the date of the “Notice to Proceed” and shall diligently prosecute all contract work to completion before the expiration of **FORTY Days (40) working days** from the date of Notice to Proceed. Working days shall be based upon the Caltrans 5-day Construction Workday Calendar.

The Contractor shall not proceed with any work until receiving a “Notice to Proceed” but may order the materials necessary for construction immediately after the contract documents have been signed by all parties.

Liquidated damages shall be **One Thousand Five Hundred Dollars (\$1,500.00)** per day for each and every working day of delay in completing the total work under this Contract. Time of Completion as specified will be enforced. Liquidated damages will be deducted from final payments based upon working days delay in completion of the project.

SP1.06      HOURS OF WORK

Construction operations may proceed during the hours of 7:00 A.M. to 7:00 P.M. only.

SP1.07      PRE-CONSTRUCTION CONFERENCE

A pre-construction conference shall be held in accordance with the provisions in Section 8.05 of these Specifications. Prior to the start of construction, a meeting shall be called by the Engineer with the Contractor, subcontractors, 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 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 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 list of notices to residents per Section 8.06 of these Special Provisions and plans showing proposed traffic control during construction. The Contractor shall also furnish upon request, any and all material compliance certifications.

At this meeting, the Contractor shall also furnish to the Engineer 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.

SP1.08            NOTICE TO RESIDENTS

In accordance with Section 8.06 of these Specifications, the Contractor shall notify, in writing, the property owners and tenants when construction work is to begin and shall keep property owners and tenants informed as to the progress of the work and expected time of completion. Copies of the written notices shall be forwarded to the City for the City's files. Any street closures will require the approval of the Director of Public Works. The Director of Public Works shall be notified ten (10) days in advance of any requested street closures.

Full compensation for providing access to property and all provisions of this section shall be considered as included in prices bid for the various items of work and no separate payment shall be made, therefore.

SP1.09            CERTIFICATES

Reference is made to Section 5.04 of these Specifications. The Contractor shall submit to the Engineer three (3) certified copies of the reports from the company supplying the product or material, stating the product or material delivered to the work complies with the Specifications. The certificate shall be presented to the Engineer for review prior to use of the product or material in the work. No additional payment shall be made for furnishing certificates and the costs incurred shall be included in the amount bid for the other various items of work.

SP1.10            PERMITS AND LICENSES

All permit and licenses shall be obtained by the Contractor in accordance with Section 4.02 of these Specifications. The Contractor shall obtain permits from the State Division of Industrial Safety, Encroachment Permit from the City of Dinuba in the amount of \$245 plus 4% of the Contract cost, County of Tulare and/or Caltrans (if required), and any other permit that may be required by the work or as required by law, prior to commencing any excavation within any street, with no additional compensation therefore. The contractor and his subcontractors shall secure a City of Dinuba business license prior to starting any work. The annual Business License cost is shown on the City website.

SP1.11            CHANGES IN BID QUANTITIES

Reference is made to Section 1.12 of these Specifications and Section 4-1.05 of the State Standard Specifications. The City reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase or decrease or to omit any item or portion of the work as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of the contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the Engineer and the Contractor.

Upon receipt of an approved change order, the Contractor shall proceed with the work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order.

#### SP1.12      PAYMENT OF TAXES

The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, or Local government, including without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Owner as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this contract.

#### SP1.13      INTENT OF THE PLANS & SPECIFICATIONS

Reference is made to Section 3 of these Specifications. The intent of the plans and specifications is to describe the details of the performance and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only the best workmanship of the first quality is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and to do the work involved in executing the contract in a satisfactory and workman like manner.

#### SP1.14      INTERFERENCE WITH EXISTING SURFACE FEATURES

Reference is made to Section 3 of these Specifications. Where new construction is interfered with by existing surface features that are not called out to be relocated, the Contractor shall bring such interferences to the attention of the Engineer. After reviewing the situation, the Engineer shall direct the Contractor how to work around the obstructing feature or remove and/or reconstruct same.

#### SP1.15      PRESERVATION OF PROPERTY

The removing, relocating, salvaging, and reinstalling of various street facilities, not specified to be permanently removed, shall conform to the provisions of Section 7.06 of these Specifications.

All existing traffic signs, barricades, posts, mailboxes, delineators, and etc., not specified to be permanently removed, which interfere with construction shall be removed, relocated, salvaged, and reinstalled as directed by the Engineer. All other miscellaneous street facilities within the street right-of-way shall remain unless otherwise noted on the plans.

Full compensation for removing, relocating, salvaging, and reinstalling all the various street facilities, not specified to be permanently removed, including any earthwork involved, shall be included in the unit price bid for the various items of work and no additional payment will be made, therefore.

#### SP1.16      EXISTING UTILITIES

Reference is made to Section 6 of these Specifications.

The Engineer has made a diligent attempt to show on the Construction Drawings all the pertinent utilities which may affect the work. The exact depths of the existing utilities are unknown and are shown at their approximate depth in profile view. The Contractor shall exercise extreme caution in excavating for this project and shall protect existing utilities from damage, inasmuch as their exact location is unknown until exposed by the excavation.

Hand excavating shall be employed where necessary to safely expose existing utilities.

The Contractor shall notify all utility companies of intention to excavate forty-eight (48) hours prior to starting work. Call USA (811).

#### SP1.17      LIMITS OF WORK AND SETTING STAKES

Precise alignment and limits of work will be designated in the field by the Engineer. The City will provide one set of line and grade stakes and markers needed for each portion of this project. "Blue Topping" or other to-grade staking, if required by the Contractor, shall be provided at the Contractor's sole expense. The Contractor shall give forty-eight (48) hours' notice when he requests service of the City for stake setting or for laying out work. The Contractor shall preserve all stakes and shall be liable for any expense incurred in replacing said stakes.

#### SP1.18      INSPECTION

The City of Dinuba will have primary inspection responsibility and will conduct the day-to-day inspection. The Contractor will be responsible for coordinating inspections with the City.

#### SP1.19      COMPACTION TESTS

Reference is made to Section 5 of these Specifications. Where compaction percentage is mentioned in these Specifications or on the Plans, it shall mean relative compaction with optimum moisture (dry weight basis) in accordance with State of California Department of Transportation Test Method No. California 216. The Contractor shall give notice to the Engineer two (2) working days in advance of when he desires that the required compaction test be taken, and the first series of tests will be taken at the expense of the City. Any further tests needed to check areas necessarily recompacted because of failure to pass the original test shall be at the expense of the Contractor. The Engineer shall specify the locations where compaction tests are to be made. The test must be within 2% of optimum moisture content to be considered passing.

SP1.20            MOBILIZATION AND DEMOBILIZATION

Mobilization and demobilization shall include all labor, tools, equipment, materials, and transportation necessary for the moving onto and off of the construction site, insurance, overhead, and cost of work not specifically included in any other Contract item.

The lump sum price paid for "MOBILIZATION" shall be full compensation for the work as described in this section and no additional compensation will be made, therefore. Payment for this item shall be made in proportion to payment made on the total of the other items of work contained in the Bid Schedule and shall be subject to the retention requirements.

SP1.21            CLEANUP

Reference is made to Section 2.06 of these Specifications. The Contractor shall clean up and dispose of all excess materials and other debris in any right-of-way or ground occupied by him/her and shall restore utilities and improvements on public or private property which have been damaged by his operations. A final walk-through inspection will be made by the City prior to final acceptance of the project.

The Contractor shall provide any interim clean-up measures necessary to minimize any dust nuisance to the public. Any cleanup measure ordered by the Engineer shall be promptly and immediately carried out. If conditions warrant, the Engineer may employ other forces to eliminate or prevent the dust nuisance. The full cost therefore shall be deducted from any monies owed the Contractor.

Full compensation for interim and final clean-up shall be included in the unit prices bid for the various items of work, and no additional payment will be made, therefore.

SP1.22            AS-BUILT RECORDS

The contractor shall keep an accurate record of all changes in horizontal alignment, type, or location of improvements on the approved plans by neatly marking the changes on a set of construction plan blueines. Said blueines shall be submitted to the City for review prior to project acceptance and shall become the property of the City if approved. As built blueines shall be in good condition, free of tatters, soil marks, etc., when submitted for City review.

In the event the Contractor provides his own surveying to set vertical control and grade, then any changes to vertical elevations of improvements shall also be marked on the plans.

Full compensation for keeping this "as-built record" shall be included in the amount bid for the various items of work and no separate payment will be made, therefore.

SP1.23      TRAFFIC CONTROL

Reference is made to Section 7.15 of these Specifications. Reference is also made to Section 12 of the State Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 12. Traffic control shall be provided in accordance with the latest edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD), and the applicable State Standard plans, issued by the State of California, Department of Transportation. Payment shall be included in the lump sum bid for Traffic Control.

The Contractor shall prepare and submit to the City of Dinuba a traffic control plan indicating the means and methods he will employ to institute and maintain traffic control for all phases of the work within the project. The traffic control plan shall be submitted to the City of Dinuba a minimum of 5 working days prior to beginning construction.

The Contractor shall notify all of the residents and businesses along the project of his intentions to construct the street in front of their property. The contractor shall provide them with a schedule that will tell them when their driveways will be closed. No driveway shall be closed between the hours of 5 p.m. and 7 a.m. All driveways shall be open and passable during these hours. The notices to the residents shall be given at least 24 hours before their driveways will be closed.

The Contractor shall also notify the Dinuba Fire Department, Dinuba Police Department, and the Dinuba Public Works Director, at least 24 hours in advance of the proposed closure of any lanes of traffic.

All signing, detouring, and barricading shall conform to the latest edition of the CA MUTCD. All signs shall be reflectorized for nighttime visibility.

One-way traffic shall be controlled through the project in accordance with the CA MUTCD and State Standard Plan T13, entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways." At all times when there is only one lane open to traffic, the Contractor shall provide personnel to control the traffic through that part of the project. These personnel shall have the directing of traffic as their only construction-related responsibility. No street shall be completely closed to through traffic unless a detour has been prepared by the Contractor and approved by the City Engineer, County of Tulare, and/or Caltrans (if applicable).

All costs related to the above construction management procedures shall be considered to be included in the amount bid for Traffic Control and no additional payments will be made, therefore.

SP1.24      PUBLIC SAFETY

Reference is made to Section 7.15 of these Specifications. In addition to any other measure taken by the Contractor pursuant to the provisions of Section 7-1.04, of the State Standard Specifications, the Contractor shall install temporary railing (type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- A. Excavations. - Any excavation the near edge of which is 12 feet or less from the edge of the lane, except:
1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  2. Excavations less than one foot deep.
  3. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
  4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  5. Excavations in side slopes, where the slope is steeper than 4:1.
  6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles. - Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas. - Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Except for installing, maintaining, and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the specifications:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When work is not in progress on trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved or positioned over public traffic or pedestrians.

This contract is regulated by Title 29, Chapter 17, Part 1910 of the Federal Labor Code, the Williams-Steiger occupational Safety and Health Act of 1970, additions on the code, the California Industrial Safety Code and Construction Safety Orders.

Whichever regulation is most stringent will be the regulation which governs. Payment for all safety measures used shall be included in the various items of work and no additional payment will be made, therefore.

SP1.25      WATERING

Furnishing and applying water shall conform to the provisions in Section 7.09 and 7.16 of these Specifications.

Water for this project will be supplied from a City approved source at locations determined by the City Engineer at no cost to the Contractor. The Contractor shall furnish all necessary equipment to load and transport water to the job site. If a fire hydrant is approved the Contractor shall obtain a water metering device from the City of Dinuba Corporation yard at no cost for the duration of the Contract and the Contractor will be held responsible for the proper use of facilities and be subject to applicable penalties.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in developing water supply and furnishing and applying water shall be considered as included in the prices paid for the various Contract items of work, and no separate payment will be made, therefore.

SP1.26      DUST CONTROL

Dust control shall be provided in accordance with Section 10-5 of the State Standard Specifications and Section 7.16 of these Specifications.

SP1.27      EROSION AND SEDIMENT CONTROL

The Contractor shall utilize Best Management Practices (BMP) to ensure erosion and sediment control to inhibit the dislodging and transporting of soil particles by water or wind, including actions that limit the area of exposed soil and minimizing the time the soil is exposed. The Contractor shall employ Storm Water Pollution Control Measures to include, as a minimum, the installation, maintenance, inspection, and repair of BMPs in accordance with the Water Pollution Control Plan (WPCP), if included as part of the plan set.

SP1.28      REMOVAL AND STORAGE OF EXCAVATION SPOILS

Reference is made to Section 11 of these Specifications. Excess excavation materials, including asphalt and concrete shall be disposed of at an appropriate disposal site at the expense of the contractor. Other materials such as trash, tree roots, pipe, and any other material not suitable for normal excavation and backfill shall also be removed from the site to a suitable disposal site at the expense of the Contractor.

SP1.29            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 25914.2 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, when the presence of asbestos or hazardous substances is not disclosed in the bid or contract documents .

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.

SP1.30            DAMAGES BY ACT OF GOD

Notwithstanding any other provision agreed upon in connection with the construction of this project, the Contractor shall not be responsible for damage to the project, which damage is determined to have been proximately caused by an act of God and exceeds 5% of the contracted amount, provided that the work damaged is built in accordance with accepted and applicable building standards and the Plans and Specifications of the Owner. As used in the paragraph, "act of God" shall have the meaning provided in subdivision (b) (2) of Section 7105 of the Public Contract Code.

SP1.31            CONTRACT

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.

Disputes between the Owner and the Contractor must be resolved pursuant to the procedures set forth in Section 20104 and following of the Public Contract Code. If early resolution is not reached, the procedures require mediation and mandatory arbitration.

SP1.32

LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Subchapter 5 of Division 4 of Title 2, California Code of Regulations (2 CCR Section 11105) and Government Code Section 12990.

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

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.021(2), "Nondiscrimination," of the State 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. The Nondiscrimination Clause provides as follows:

(1) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(2) This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE, SECTION 12990)

SP1.33

PREVAILING WAGE

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 on file with the City Clerk, City of Dinuba, 405 E. El Monte Way, California, or on the State of California Department of Industrial Relations website at [www.dir.ca.gov/dir/databases.html](http://www.dir.ca.gov/dir/databases.html), and are incorporated herein by reference. These wage rates are not included in the Bid Proposal for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

SP1.34      LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future State and Federal laws and County and Municipal Ordinances and Regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the Owner and Engineer, and all of its employees and their officers and agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or Contractor's employees, if any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation.

SP1.35      FAIR LABOR STANDARDS ACT

The attention of bidders is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors engaged in City construction work are required to meet the provisions of the Fair Labor Standards Act of 1938 and as amended (52 Stat. 1060), as applicable.

## SECTION SP2 - EXPLANATION OF BID ITEMS

### GENERAL:

The unit price or lump sum bid per unit measure of work shall include all costs of labor, equipment, materials, disposal, and incidentals necessary for furnishing and constructing the contract items, complete and in place, in accordance with the plans, including construction notation, these Special Provisions, State Standards, and as directed by the Engineer, for the following work:

### **BASE BID:**

#### **BID ITEM NO. 1 - MOBILIZATION AND DEMOBILIZATION**

This item is bid on a lump sum basis and shall consist of compensation for the movement of personnel, equipment, supplies and incidentals to the project site. The total lump sum bid for mobilization shall not exceed **Thirty-Five Thousand Dollars (\$35,000)**.

The lump sum paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in mobilization as specified herein. Any anticipated mobilization costs in excess of the maximum allowed herein shall be included in the amount bid for the other various items of work.

#### **BID ITEM NO. 2 - TRAFFIC CONTROL SYSTEM**

This item is a bid on a lump sum basis and shall conform to the provisions of Section 7.15 and 7.16 of these Specifications.

The Contractor's operations shall cause no unnecessary inconvenience. The access right of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work, or a detour prepared by the contractor shall be approved by the City Engineer. Overnight access shall be provided to all driveways unless other arrangements satisfactory to the owners and the City have been made, unless otherwise included in a separate bid item.

Full compensation for Traffic Control System shall be included in the lump sum bid and no additional payment will be made, therefor.

#### **BID ITEM NO. 3 – WATER POLLUTION PREVENTION & DUST CONTROL**

This item is bid on a lump sum basis and shall consist of compensation for furnishing all labor, materials, tools, equipment, and incidentals required to perform the work. It shall conform to the Special Provisions Section SP1.27 of these Specifications. Included in this bid item is maintaining dust control about the site of the work, including any haul roads to or from the site, by whatever means are necessary, such as watering, vacuuming, sweeping or oiling, so as to cause the least possible dust nuisance to the public, including the cost of all water used in the performance of the work and all work necessary to provide dust control and to comply with all regulatory agencies' requirements and this section including completing permits and paying fees.

Enclosed within the bid set is a Water Pollution Control Plan (WPCP) prepared by the office of the City Engineer. The Contractor shall be responsible for implementing the WPCP during the course of construction, including making any desired modifications which can or will improve the efficiency of the operations, provided that said modifications meet the original intent of the WPCP and received approval from the Engineer of Record. The Contractor shall be responsible for inspecting the control measures and replacing when required or deemed necessary by the City Inspector. Full compensation for the WPCP shall be included in the lump sum.

Full compensation for Dust Control shall be included in the lump sum bid and no additional payment will be made, therefore.

#### BID ITEM NO. 4- MISCELLANEOUS FACILITIES & OPERATIONS

This item is bid on a lump sum basis for miscellaneous street facilities and operations which includes all miscellaneous street facilities or street work shown or specified on the plans and Specifications, or street work patently necessary for the completion of the work as specified, and not specifically included in any other bid item.

This item shall include, but not be limited to, the following:

1. As-Builts: see section SP1.22 for requirements associated with As-Builts records.
2. Installation of expansion joints.
3. Potholing existing underground utilities to verify exact location, size, and depth.
4. Finish grading as necessary to create a smooth transition from concrete or other surface improvements to the existing grade.
5. Replacement of landscape planting and irrigation system components damaged during construction.
6. Replacement of lawn (with equivalent sod) and/or landscape plantings destroyed or damaged during construction, not specified to be removed on the plans.
7. Cleanup.

See Section SP1.22 for requirements associated with As-Built Records.

#### BID ITEM NO. 5 – SAWCUT

This bid item is bid per lineal foot and shall conform to the provisions of Section 11 of these Specifications. Included in this bid item is breaking, removing, loading, hauling, and disposing of asphalt concrete, base, and sub-base.

This bid item shall include all asphalt removal and no additional payment will be made therefor.

#### BID ITEM NO. 6 – REMOVE EXISTING ASPHALT CONCRETE

This item is a bid per square foot, for grinding existing asphalt concrete pavement and base material (if any), to a depth as noted on the plans and mixing the grindings into a homogeneous mixture. Also included is the hauling, weighing, and off hauling of the homogeneous asphalt concrete grinding mixture at the location shown on the plans for reuse as subbase material.

**BID ITEM NO. 7 –REMOVE EXISTING WATE VALVE WELL BOX & LID**

This item is bid per each, complete and in place, and shall be constructed per the plans and conform to the provisions of Section 21 of these Specifications.

This bid item shall include the cost of connecting to existing water facilities, installation of the water valve, utility box, lid, thrust blocks, etc. per City Standard W-8 and no additional payment will be made, therefore.

**BID ITEM NO. 8 – INSTALL 8” WATER MAIN**

This item is bid per lineal foot, complete and in place, and shall be constructed per the plans and conform to the provisions of Section 21 of these Specifications.

This bid item shall include all labor, equipment and materials for connecting to existing water facilities, installation and backfill of piping, fittings, thrust blocks and restraints per the provided plans, City Specifications and Standard Details.

**BID ITEM NO. 9 – INSTALL 1” WATER SERVICE**

This item is bid per each, complete and in place, and shall be constructed per the plans and conform to the provisions of Section 21 of these Specifications.

This bid item shall include all labor, equipment and materials to connecting to existing water facilities, installation of the water service, utility box, lid, thrust blocks, etc. per City Standard W-7/W-7a and no additional payment will be made, therefore.

Water meter will be furnished and installed by the City.

**BID ITEM NO. 10 – INSTALL 2” WATER SERVICE**

This item is bid per each, complete and in place, and shall be constructed per the plans and conform to the provisions of Section 21 of these Specifications.

This bid item shall include all labor, equipment and materials to connect to existing water facilities, installation of the water service, utility box, lid, thrust blocks, etc. per City Standard W-8/W-8a and no additional payment will be made, therefore.

Water meter will be furnished and installed by the City.

**BID ITEM NO. 11 – INSTALL 6” FIRE HYDRANT SERVICE**

This item is bid per lineal foot, complete and in place, and shall be constructed per the plans and conform to the provisions of Section 21 of these Specifications.

This bid item shall include all labor, equipment and materials to connect to existing water facilities, installation of the fire service line, thrust blocks, etc. per City Standard W-5 and no additional payment will be made, therefore.

**BID ITEM NO. 12 – INSTALL 4” WATER VALVES**

This bid item is bid per each water valve, complete and in place, adjusted to finish grade per the plans, and in conformance with the provisions of Section 21 of these Specifications.

This bid item shall include all labor, equipment and materials to furnish and install a 4” Water Valve as called out on the plans per the City Specifications and City Standard Detail W-8. Materials are to include but not limited to 4” water valve, traffic rated valve box, valve well and cover, marking tape, locator wire.

**BID ITEM NO. 13 – INSTALL 6” WATER VALVES**

This bid item is bid per each water valve, complete and in place, adjusted to finish grade per the plans, and in conformance with the provisions of Section 21 of these Specifications.

This bid item shall include all labor, equipment and materials to furnish and install a 6” Water Valve as called out on the plans per the City Specifications and City Standard Detail W-8. Materials are to include but not limited to 6” water valve, traffic rated valve box, valve well and cover, marking tape, locator wire.

**BID ITEM NO. 14 – INSTALL 8” WATER VALVES**

This bid item is bid per each water valve, complete and in place, adjusted to finish grade per the plans, and in conformance with the provisions of Section 21 of these Specifications.

This bid item shall include all labor, equipment and materials to furnish and install a 8” Water Valve as called out on the plans per the City Specifications and City Standard Detail W-8. Materials are to include but not limited to 8” water valve, traffic rated valve box, valve well and cover, marking tape, locator wire.

**BID ITEM NO. 15 – INSTALL 12” WATER VALVES**

This bid item is bid per each water valve, complete and in place, adjusted to finish grade per the plans, and in conformance with the provisions of Section 21 of these Specifications.

This bid item shall include all labor, equipment and materials to furnish and install a 12” Water Valve as called out on the plans per the City Specifications and City Standard Detail W-8. Materials are to include but not limited to 12” water valve, traffic rated valve box, valve well and cover, marking tape, locator wire.

**BID ITEM NO. 16 – CONNECT TO EXISTING WATER SERVICE**

This item is bid per each connection to the new water main and shall be constructed per the plans and conform to the provisions of Section 21 of these Specifications.

This bid item shall include all labor, equipment and materials to excavate, perform existing service connection to the new water main and backfill per the City Specifications and Standard Details.

**BID ITEM NO. 17 – INSTALL CITY FURNISHED WATER METER BOX/LID**

This item is bid per each, complete and in place, and shall be constructed per the plans and conform to the provisions of Section 21 of these Specifications.

This bid item shall include all labor and equipment to install the City furnished box and lid per City Standard W-9, W-10, the plans, specifications and standard details.

#### BID ITEM NO. 18 – CONCRETE METER BOX PERIMETER PAD

This bid item is bid per each, complete and in place, constructed per the plans, and in conformance with the provisions of Section 15 of these Specifications.

This bid item shall include all labor, equipment and materials to install all concrete sidewalk improvements around the meter boxes. This bid item to also include all necessary subgrade preparation to comply with the project specifications, plans and City Standard Details.

#### BID ITEM NO. 19 – VERTICAL ADJUSTMENT OF WATER SERVICE

This item is bid per each, complete and in place, and shall be constructed per the plans and conform to the provisions of Section 21 of these Specifications.

This bid item shall include the vertical adjustment of each existing water service, shown to be adjusted on the plans, to a depth of 14" from finished surface to centerline of service pipe at meter stop per City Standard W-9. All service pipe, fittings, and meter stop shall be included in this bid item. Also included, is the adjustment of the meter box and lid to finished grade.

#### BID ITEM NO. 20 – INSTALL COMMERCIAL DRIVE APPROACH

This bid item is bid per square foot, complete and in place, and shall be installed per the plans and in conformance with the provisions of Section 15 of these Specifications.

This bid item shall include all transitions to match existing concrete commercial driveways.

#### BID ITEM NO. 21 – REMOVE EXISTING WHARF/INSTALL FIRE HYDRANT

This bid item is bid per each, complete and in place, and shall be constructed per the plans and shall conform to the provisions of Section 21 of these Specifications.

This bid item shall include the horizontal adjustment and installation of the fire hydrant per City Standard W-5.

#### BID ITEM NO. 22 – CONNECTING EXISTING 6" FIRE SERVICE TO NEW WATER MAIN

This item is bid per each connection to the new water main and shall be constructed per the plans and conform to the provisions of Section 21 of these Specifications.

This bid item shall include all labor, equipment and materials to excavate, perform existing service connection to the new water main and backfill per the City Specifications and Standard Details.

BID ITEM NO. 23 – CONCRETE VALLEY GUTTER

This item is bid per square foot, complete and in place, and shall be constructed per the plans and conform to the provisions of Section 15 of these Specifications.

This bid item shall include all labor, equipment and materials to install the required valley gutter improvements per the project plans and City Standard Detail C-1. This bid item to also include all necessary subgrade preparation to comply with the project specifications, plans and City Standard Details.

BID ITEM NO. 24 – HOT MIX ASPHALT (5" ASPHALT CONCRETE)

This item is bid per ton, in place and compacted, and shall be constructed per the plans and conform to the provisions of Section 14 of these Specifications.

This bid item shall include all labor, equipment and materials to install all pavement sections, transitions, trench patches and shoulders as delineated in the plans.

BID ITEM NO. 25 – DINUBA ENCROACHMENT PERMIT

This item is bid on a lump sum basis and shall conform to the provisions of Section SP1.10. This bid item includes full compensation for acquiring the City Encroachment Permit from the City of Dinuba (**In the amount of \$245 plus 4% of the Contract cost**), and all other permits or agreements necessary for this project, as specified in SP1.10, and no additional payment will be made therefor.