Specifications and Contract Documents for the Construction of

2013
Valley East and West Pavement Reconstruction Project

ARCATA, CALIFORNIA

ENGINEERING DIVISION
PUBLIC WORKS DEPARTMENT
CITY OF ARCATA

June 2013

These Specifications and Contract Documents to Accompany Plans Titled
"2013 Valley East and West Pavement Reconstruction Project"

Not for Bid Use

2013

VALLEY EAST AND WEST PAVEMENT RECONSTRUCTION PROJECT

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CITY OF ARCATA
DEPARTMENT OF PUBLIC WORKS
736 "F" STREET
ARCATA, CA
(707) 822-5957

NOTICE TO CONTRACTORS FOR 2013 VALLEY EAST AND VALLEY WEST PAVEMENT RECONSTRUCTION PROJECT

The City of Arcata is soliciting bids for street reconstruction work.

The WORK consists of existing roadway reconstruction and paving in Arcata, California and requires furnishing all labor, supervision, incidentals, equipment, materials and performing all work required to make those improvements. The WORK consists of, but is not limited to: asphalt concrete cold milling, grading, compaction, asphalt paving, raising of manholes and valve pots, pavement striping and all incidental work to complete construction work in-place.

Sealed bids will be received until the hour of **2:00 p.m. on Monday, July 22, 2013**, at which time they will be transferred to the City Council Chamber where they will be publicly opened and read aloud by the Director of Public Works or his designated representative. Said bids will be referred to the Arcata City Council for consideration at their next regularly scheduled meeting on or after **July 24th, 2013.**

A mandatory pre-bid meeting and optional tour will be held on Thursday July 11th, 2013 at 10:00 a.m. Interested parties should meet at the City Hall Council Chamber. Should contractors have specific questions, a field trip will follow.

CONTRACTOR shall possess a Class "A" license at the time this contract is bid or a combination of classes required by the categories and type of work included in this contract.

This CONTRACT is subject to State contract non-discrimination and compliance requirements pursuant to Government Code, Section 12990.

PLANS, SPECIFICATIONS, AND PROPOSAL forms for bidding this PROJECT can be obtained at the office of the City Manager, 736 "F" Street, Arcata, CA 95521, **(contact Contracts and Procurement Specialist - Harold Miller (707) 825-2101)** upon payment of a printing service charge in the following amount:

The printing service charge amount of $35.00 shall not be refundable, plus a shipping and handling fee of $50.00 is required for mailing of PLANS and SPECIFICATIONS. Checks shall be made payable to the City of Arcata and shall be mailed or delivered in person to the Assistant Purchasing Agent, City Manager's Office, City of Arcata, 736 "F" Street, Arcata, CA, 95521

The Contract Documents may be examined after June 15, 2013, at the following locations:

- City of Arcata, City Hall, 736 "F" Street, Arcata, CA 95521;
- Humboldt Builder's Exchange, 624 “C” Street, Eureka, CA 95501

The City of Arcata hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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, sex, or national origin in consideration for an award.

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Pursuant to Section 1733 of the Labor Code, the Director of California Department of Industrial Relations has determined the general prevailing rate of wages. Bidders should contact the Department of Industrial Relations at (415) 703-4281 for General Prevailing Wage Rates on specific job classifications. Future effective wage rates, which have been predetermined, are on file with the California Department of Industrial Relations. Bidders are advised that if they intend to use a craft or classification not on file in the general wage determinations, they may be required to pay the wage rate of that craft of classification most closely related to it as shown in the general determinations.

The above project is subject to uniform construction cost accounting procedures as set forth in the California Public Contracts Code, Section 22000 et seq., the Uniform Public Construction Cost Accounting Act.

All bidders shall be licensed in accordance with the laws of the State of California.

_____.
Harold Miller, Contract & Procurement Specialist

June 15, 2013

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INSTRUCTION TO BIDDERS

1. BID REQUIREMENTS

Bids are required for the entire WORK called for in the CONTRACT attached hereto.

The PROPOSAL shall set forth each item of WORK in clearly legible figures, an item price and a total for the item in the respective spaces provided, and shall be signed by BIDDER, who shall fill out all blanks in the proposal form as therein required.

Blank spaces in the PROPOSAL shall be properly filled in and the phraseology of the form must not be changed.

Additions must not be made to the items mentioned therein.

Any unauthorized condition, limitations or provisos, attached to a PROPOSAL will be likely to render it non-responsive and may cause its rejection. Alternation of the bid unit prices or amounts by erasure or interlineations must be explained, or noted, in the proposal over the signature of BIDDER. If the bid is made by an individual, it must be signed by the full name of BIDDER whose address must be given; if it is made by a firm, it must be signed with the co-partnership named by a member of the firm, and the name and full address of each member must be given and if it is made by a corporation, it must be signed by an officer, in the corporate name and the corporate seal must be attached to such signature.

PLANS and CONTRACT DOCUMENTS, to which reference is hereby made for full details and description of said WORK and materials to be provided in said construction, may be seen at the Public Works Department office, 736 "F" Street, Arcata, California.

Bids received after the specified opening time will not be considered. The bidder is solely responsible for the timely delivery of his/her bid.

The City reserves the right to reject any and all bids.

All bids must be made on the forms of PROPOSAL provided for that purpose and each bid shall be enclosed in a sealed envelope marked:

2013 VALLEY EAST AND WEST PAVEMENT RECONSTRUCTION PROJECT

and addressed to the

CITY MANAGER
CITY OF ARCATA
736 "F" Street
Arcata, CA 95521

Any bid may be withdrawn at any time prior to the time fixed in the published notice for the opening of bids only by written request or the withdrawal of the bid filed with the Arcata City Manager. The request shall be executed by BIDDER or his duly authorized representative. The withdrawal of a bid does not prejudice the right of BIDDER to file a new bid. Whether or not the bids are opened exactly at the time fixed in the published notice for opening bids, a bid will not be received after that time,

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nor may any bid be withdrawn within sixty (60) DAYS after the time fixed in the published notice for the opening of bids.

2. BID BOND

Each bid must be accompanied by a satisfactory bond, or a certified or cashier's check issued by a responsible bank, payable to the order of the City of Arcata, in an amount not less than ten (10) percent of the total sum of all items of the bid, as a guarantee that BIDDER will enter into the proposed CONTRACT and give the required bonds within ten (10) CALENDAR DAYS after the receipt of the notice that the CONTRACT has been awarded, should the same be awarded to him.

The bid bond accompanying the bid and the proceeds thereof will become the property of the City if BIDDER to whom award of CONTRACT is made fails or refuses to execute the required CONTRACT and provide the required bonds within the above said ten (10) DAYS after the date of receipt of the notice that the CONTRACT has been awarded.

The bid bonds of bidders other than the successful BIDDER may be retained by THE CITY for a period of sixty (60) DAYS after award or until the successful BIDDER and THE CITY have executed the CONTRACT and the successful BIDDER furnishes the bonds as provided herein, whichever occurs first. If a BIDDER to whom the CONTRACT is awarded fails or refuses to execute the CONTRACT and provide the required bonds within the above said ten (10) CALENDAR DAYS after receipt of the notice that the CONTRACT has been awarded, the CITY COUNCIL may award to the next lowest responsible BIDDER and the bid security of BIDDER failing or refusing to execute the CONTRACT shall be forfeited and shall become the property of THE CITY. If a BIDDER to whom the CONTRACT is awarded executes the CONTRACT as herein required, the bid bond of BIDDERS to whom no award was made will be exonerated.

3. AFFIDAVIT

Each PROPOSAL must have thereon or attached thereto the affidavit of BIDDERS that such PROPOSAL is genuine and not sham or collusive or made in the interest or in behalf on any person not therein named, and that BIDDER has not directly or indirectly, induced or solicited any other BIDDER to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that BIDDER has not in any manner sought by collusion to secure for himself any advantage over any other BIDDER.

4. REJECTION OF BIDS

Bids may, at the discretion of THE CITY, be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind. Bids not accompanied by a non-collusion affidavit may be rejected. Bids in which the price of any item appears to be abnormally high or low may also be rejected.

A telegraphic bid, a telegraphic modification of a bid, or a bid received after the ADVERTISED time of receiving bids shall be rejected. A bid not accompanied by a bid bond or a certified cashier's check shall be rejected.

THE CITY reserves the right to reject any or all bids or to waive any defect or irregularity in bidding.

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5. CONTRACT

BIDDER to whom award is made will be required to execute a written CONTRACT with THE CITY, and to furnish approved bonds and insurance certificates as herein provided within ten (10) CALENDER DAYS after the date or receipt of the notice to such BIDDER that said CONTRACT is awarded to him or her.

6. PERFORMANCE BOND

(SAMPLE FORMS ARE IN THE SPECIFICATIONS)

The amount of the Performance and Payment Bonds to be given to secure faithful performance of the CONTRACT shall be one hundred (100) percent of the CONTRACT price thereof and shall provide, in effect, that the principal shall well and truly perform the "contract" rather than "work contracted to be done" as is quite common. If the latter is used, the bond will be rejected.

The Performance Bond shall be security for all of the provisions of the CONTRACT including, but not limited to, the guaranty provisions.

All bonds shall contain the following language:

All alternations, extensions of time, extra and additional work, and other changes authorized by the SPECIFICATIONS or any part of the CONTRACT may be made without securing the consent of the SURETY or sureties on the CONTRACT bonds. SURETY waives any requirement of notice of any such alterations, extensions of time, EXTRA WORK and additional WORK or any other changes.

7. LABOR AND MATERIALS BOND

(SAMPLE FORMS ARE IN THE SPECIFICATIONS)

The amount of the Labor and Materials Bond required to insure payment for labor or the purchase of material or supplies for the Contract shall be one hundred (100) percent of the contract price and shall be given to secure the payment of all claims, demands, liens or charges of material, men, mechanics of labors employed by contract.

All bonds shall contain the following language:

All alterations, extensions of time, extra and additional work, and other changes authorized by the SPECIFICATIONS or any part of the CONTRACT may be made without securing the consent of the SURETY or sureties on the CONTRACT bonds. SURETY waives any requirement of notice of any such alterations, extensions of time, EXTRA WORK and additional WORK or any other changes.

8. INSURANCE

CONTRACTOR shall obtain insurance acceptable to THE CITY in a company or companies acceptable to THE CITY. The required documentation of such insurance shall be furnished to THE CITY at the time he returns the executed CONTRACT. The proper insurance shall be provided within ten (10) WORKING DAYS, after BIDDER has received the notice that the CONTRACT has been awarded and prior to OWNER executing the CONTRACT and issuing a NOTICE TO

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PROCEED. CONTRACTOR shall not commence WORK nor shall he allow his employees or subcontractors or anyone to commence WORK until all insurance required hereunder has been submitted and approved and a NOTICE TO PROCEED has been issued.

With respect to performance of WORK under this CONTRACT, CONTRACTOR shall maintain and shall require all of its sub-contractors to maintain insurance as described below:

A. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

> "This policy shall not be canceled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested to the CITY MANAGER of the City of Arcata."

B. Commercial General Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $2,000,000 combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

1. The City of Arcata, its officials, officers, employees and volunteers are added as insureds to the scheduled liability insurance.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insurance shall not operate to increase the limits of the company's liability.

3. The insurance provided herein is primary coverage to the City of Arcata with respect to any insurance or self-insurance programs maintained by the City.

4 This policy shall not be canceled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested to the CITY MANAGER, City of Arcata, 736 "F" Street, Arcata, California, 95521.

5. The insurance shall be primary as respects the insured shown in the scheduled above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

C. Automobile liability insurance covering bodily injury and property damage in an amount no less than $2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

1. This policy shall not be canceled or materially changed without first giving thirty (30) DAYS prior written notice by certified mail return receipt requested to the

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CITY MANAGER, City of Arcata, 736 “F” Street, Arcata, California, 95521.

2. The City of Arcata, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading any auto owned, leased, hired or borrowed by the Named insured, or for which the named insured is responsible.

D. Documentation

The following documentation shall be submitted to the City of Arcata:

1. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this contract.

2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within ten (10) DAYS of execution of the contract.

3. Upon City's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) DAYS of City's request.

E. Policy Obligations

CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

F. Material Breach

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this CONTRACT, the same shall be deemed a material breach of CONTRACT. THE CITY, at its sole option, may terminate this CONTRACT and obtain damages from CONTRACTOR resulting from said breach. Alternatively, THE CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, THE CITY may deduct from sums due to CONTRACTOR any premium costs advanced by THE CITY for such insurance. These remedies shall be in addition to any other remedies available to THE CITY.

9. EXPERIENCE

BIDDERS must, if required, present satisfactory evidence that they are fully prepared with the necessary experience, capital, machinery and material to furnish the articles called for and to conduct the WORK as required by the specifications.

10. EXAMINATION OF JOBSITE AND CONTRACT DOCUMENTS

BIDDERS shall carefully examine the site of the contemplated WORK, the PLANS and SPECIFICATIONS, and the PROPOSAL and CONTRACT DOCUMENTS forms therefore and are

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required to personally satisfy themselves of all local conditions affecting the WORK and delivery of the articles. The accuracy of the interpretation of the facts disclosed by borings or other preliminary investigations is not guaranteed by THE CITY.

11. OPENING OF BIDS

BIDDERS are invited to be present at the opening of the PROPOSALS. For the purpose of comparing the bids, approximate quantities in the PROPOSALS will be used.

12. ADDENDUM

If any person contemplating submitting a bid for the proposed CONTRACT is in doubt as to the true meaning of any part of the PLANS, SPECIFICATIONS or other proposed CONTRACT DOCUMENTS, or finds discrepancies in, or omissions from the PLANS or SPECIFICATIONS, he may submit to the ENGINEER a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the proposed CONTRACT DOCUMENTS prior to bid opening will be made solely in the form of written ADDENDUM to the CONTRACT DOCUMENTS and when issued will be on file at the office of the CITY MANAGER before bids are opened. Interpretations, corrections, or changes in the proposed CONTRACT allegedly made in any other manner shall not be binding for any purpose and BIDDERS shall not rely on such interpretations, corrections or changes. In addition, all ADDENDA will be mailed to each person purchasing CONTRACT DOCUMENTS, but it shall be BIDDER's responsibility to make inquiry as to the ADDENDA issued. All such ADDENDA shall become part of the CONTRACT documents and all BIDDERS shall be bound by such ADDENDA, whether or not received by BIDDER.

13. TRADE NAMES AND ALTERNATIVES

Pursuant to the requirements of Public Contract Code Section 3400, if any provision of these CONTRACT DOCUMENTS calls for a designated material, product, thing or service by specific brand name or trade name, such designation shall be deemed to be followed by the words, "or equal" so that BIDDERS may furnish any equal material, product, thing or service; provided, however, within a period of fifteen (15) DAYS after award of contract, the successful BIDDER shall submit to the ENGINEER a request for substitution as to any item which CONTRACTOR desires to substitute "an equal" item, and if CONTRACTOR fails to file such request within said time period, he will be deemed to have waived his privilege of substitution. The ENGINEER shall within a reasonable time after having received a request for substitution, issue in writing his decision as to whether the proposed substitute item is "an equal" item. The ENGINEER's decision shall be conclusive on both parties to the contract.

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GENERAL CONDITIONS

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6.GENERAL CONDITIONS

GENERAL CONDITIONS SHALL BE PURSUANT TO "GREENBOOK" STANDARDS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION WITH THE FOLLOWING MODIFICATIONS:

SECTION 1 – TERMS DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 DEFINITIONS

Acceptance -The formal written acceptance by the CITY of an entire PROJECT which has been completed in all respects in accordance with the SPECIFICATIONS and any modifications previously approved

Agency -Shall be the City of Arcata

Bidder – Any individual, firm, partnership, corporation, or combination thereof, submitting a PROPOSAL for WORK contemplated, and acting directly or through a duly authorized representative.

Board -Shall be the City Council for the City of Arcata

City -Shall be the City of Arcata

Contractor – The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into the CONTRACT with OWNER, as party or parties of the second part or his or her legal representatives.

Days -Shall be working day unless otherwise specified

Engineer -Shall be the Public Works Director for the City of Arcata

Liquidated Damages -The amount prescribed in the SPECIFICATIONS to be paid to the CITY or to be deducted from any payments due or to become due to the CONTRACTOR for each DAY'S delay in completing the whole or any specified portion of the WORK beyond the time allowed in the SPECIFICATIONS

Proposal Security -The cashier's check, certified check or Bid Bond accompanying the PROPOSAL submitted by the bidder as a guaranty that the BIDDER will enter into a CONTRACT with the CITY for the performance of the WORK if the CONTRACT is awarded to him.

Standard Specifications -Shall be the "Greenbook" Standard Specifications for Public Works Construction - 2009 Edition.

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State Standard Plans -The 2010 edition of the Standard Plans, State of California, Department of Transportation.

State Standard Specifications -The 2010 edition of the Standard Specifications, State of California, Department of Transportation.

Surety -Any firm or corporation executing a surety bond or bonds payable to the CITY, securing the performance of the WORK either in whole or in part, or securing payment of claims for labor and material.

Warranty -The time period following formal acceptance of the WORK in which the CONTRACTOR is required to repair or replace parts of the WORK due to faulty construction. The maintenance warranty starts the date of SUBSTANTIAL COMPLETION except where partial acceptance of a specified area of the PROJECT is made, in which case the warranty period begins on the date of partial acceptance.

Working Days -Working days as used in the SPECIFICATIONS will be defined as any day, except as follows:

1. Saturdays, Sundays and legal holidays observed by the CITY

2. Days on which the CONTRACTOR is prevented from working by inclement weather or conditions resulting immediately therefrom as defined in Section 6.05, "Temporary Suspension of WORK".

SECTION 3 -CHANGES IN WORK

3-3.2.3 Markup -The markup for extra work is amended and shall be in accordance with the State Standard Specifications.

SECTION 5 -UTILITIES

5.1 Location -The Underground Service Alert phone number for this area is 1-800-227-2600

SECTION 7- RESPONSIBILITIES OF THE CONTRACTOR

7-3 Liability Insurance -This section of the Standard Specifications is amended to be in accordance to the requirements of the Contract Agreement Article VI of the Specifications for the CONTRACT being bid.

7-8.7 Drainage Control- This section of the Standard Specifications is amended as follows for all WORK requiring excavation and potential discharge into the

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storm drain system: the CONTRACTOR will be required to submit a water pollution control plan prior to the start of construction (see Section 5).

7-10.3 Notification: Street Closures, Detours, Barricades -This section of the Standard Specifications is amended as follows: *All* street or alley closures, or partial closures CONTRACTOR is required to: 1) obtain approval by the ENGINEER; 2) give 48 hours advance notice of such closure; 3) post the area to be closed and notify the adjacent properties and businesses two weeks, and again at two days in advance of work; and 4) notify the following individuals/agencies with phone calls:

Arcata Public Works Secretary	822-5957
Arcata Police Department	822-2428
Arcata Fire Department	825-2000
Arcata & Mad River Transit	822-3775
Arcata Ambulance	822-3353
Arcata School District	822-2614
Arcata High School	825-2434

Written approval is required by the ENGINEER.

*** **END OF SECTION** ***

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SPECIAL PROVISIONS & TECHNICAL SPECIFICATIONS

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SECTION 1

SUMMARY OF WORK

PART 1 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Description

The City of Arcata is using this set of Contract Documents to present scope of WORK and Technical Specifications for the 2013 Valley East and West Pavement Reconstruction Project. Information regarding this project is included in the project documents to familiarize the CONTRACTOR with facilities and materials that are pertinent to this project.

The WORK consists of replacement of Portland cement concrete (PCC) sidewalks, curbs and gutters, and existing roadway reconstruction in Arcata, California and requires furnishing all labor, supervision, incidentals, equipment, materials and performing all work required to make those improvements. The WORK consists of, but is not limited to: demolition and replacement of existing PCC sidewalks, curbs, gutters and driveways and new PCC pedestrian refuges and bus pads, the cold milling of asphalt concrete to a maximum depth of 0.5 foot, blending, re grading and compaction of ground areas prior to asphalt paving, raising of manholes and valve pots, pavement striping and all incidental work to complete construction work in-place.

WORK includes, but is not limited to, the following:

- Complete mobilization and demobilization of equipment, materials and labor
- Field verification of all underground utilities as required in all areas of excavation
- Attendance of neighborhood pre construction meeting by at least one of company principles and the job foreman/ superintendent
- Notification of affected businesses and residents two weeks, and again at two days in advance of work
- Traffic control and storm water management as required for construction
- Compliance with all applicable permits including inspection, scheduling and coordination
- Demolition of and disposal Portland cement concrete (PCC)

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- Placement of steel plate or other action to minimize the disruption of vehicle and pedestrian access to businesses
- Forming and pouring of PCC in varying thicknesses, with or with out re-enforcing steel per the plans
- Cold-milling of existing asphalt roadway edges to a depth of 0.15', grinding to be blended into travel way area
- Cold-milling existing asphalt roadway traveled way to a depth of 0.50' creating a blended 3" minus material
- Grading and compaction of blended material to prepare for paving
- Disposal of unsuitable grindings (See C.-7)
- Asphalt paving of roadway
- Raising of manhole and valve pot covers to grade
- Placement of traffic stripes, crosswalks and roadway legends
- Cleanup of all areas impacted during the course of construction

B. Location of Work

1. Area

   The WORK area is located in the City of Arcata, in Humboldt County, in the northwestern portion of the State of California.

2. Site(s)

   a. Valley East and Valley West Boulevards

C. CONTRACTOR'S Duties

1. Except as specifically noted, provide and pay for:

   a. Labor, materials, and equipment

   b. Tools, construction equipment, and machinery

   c. Water, heat, and utilities required for construction. CONTRACTOR may make application and obtain a temporary fire hydrant water meter from the City

   d. All other facilities and services necessary for proper execution and completion of WORK

2. Pay legally required sales, consumer, and use taxes

3. Conform to the requirements of all permits

4. Supply and distribute required notifications to affected businesses and residences

5. Comply with codes, ordinances, rules, orders, and other legal requirements of public authorities which bear on the performance of the WORK

6. Promptly submit written notice to the CITY ENGINEER of observed variance of Contract Documents from legal requirements

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7. All concrete and asphalt rubble from demolition shall be taken to a permitted disposal site for recycling. All other materials not suitable for recycling shall be removed from the site. The CONTRACTOR shall make all arrangements for the disposal site(s) at CONTRACTOR's expense. Prior to dumping on any private property, a letter of permission allowing such dumping shall be obtained from the property owner and a copy presented to the ENGINEER. All grindings not used in this WORK shall be segregated, delivered and stockpiled at the City's Corporation Yard, 600 So. "G" Street

8. Enforce strict discipline and good order of the employees.

9. Schedule inspections of PCC form WORK **PRIOR** to placement of concrete. Concrete placed without required inspection must be removed at CONTRACTOR'S expense.

1.02 WORK SEQUENCE

Prior to commencement of WORK, the CONTRACTOR shall become familiar with the existing underground utilities, any expected or unexpected obstructions and or interference's. CONTRACTOR shall immediately notify the ENGINEER of observed unexpected obstructions or interferences.

This project is adjacent to the Valley West Shopping Center, and involves the main or sole access to many hotels and businesses consequently a highly specific construction schedule showing closures or detours will need to be developed and shared with the affected property / business owners. This schedule will demonstrate how the CONTRACTOR plans to maintain access to property and the projected dates of access disruption if any. Contractor must submit requests 72 hours in advance for any alterations to access, temporary crossings, onsite modifications and have a field meeting a minimum of 24 hours in advance of any changes or disruptions to access. The street may not be closed at any time

Prior to commencement of WORK, a pre-construction meeting will be held at Arcata City Hall where the construction schedule will be shared with the property/business owners. The construction schedule must be approved by the ENGINEER prior to the start of WORK.

1.03 CONTRACTOR USE OF PREMISES

A. Right-of-way easements, construction easements, and encroachment permits will be obtained by the CITY and will be available, for inspection, upon request at the Arcata City Hall Located at 736 F St. in Arcata. The CONTRACTOR shall become acquainted with, and abide by, any requirements of these documents.

B. Confine operations at the site to areas permitted by:

1. Permits and Easements

2. Contract Documents

C. Do not encumber site with materials or equipment.

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D. Do not load structure or roadway with weight that will endanger or render unusable any structures or roadways.

E. Assume full responsibility for protection and safekeeping of products stored on premises.

F. Move any stored products that interfere with operations of the CITY or any other CONTRACTORS.

G. Obtain and pay for use of additional storage or work area for operations.

1.04 SPECIAL PERMITS AND REQUIREMENTS

The CONTRACTOR is cautioned that all WORK must comply with existing permit requirements. Cost of compliance with permit requirements is included in payment for individual items of WORK and no additional compensation for cost arising out of compliance will be allowed.

1.05 BEGINNING OF WORK AND TIME OF COMPLETION

CONTRACTOR shall begin WORK within FIVE (5) WORKING DAYS following the receipt of the ENGINEER'S NOTICE TO PROCEED and shall diligently prosecute such WORK to completion before the completion of:

45 WORKING DAYS

from the receipt of said Notice To Proceed.

CONTRACTOR shall pay to the CITY the sum of $500 per day for each and every calendar day's delay in finishing the WORK in excess of the number of WORKING DAYS prescribed above.

** END OF SECTION **

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SECTION 2
SITE CONDITIONS

PART 1 GENERAL

1.01 DESCRIPTION

This Section describes conditions of the WORK and work sites pertinent to accomplishing the finished improvements, and in complying with all special requirements and conditions placed on the WORK by the City and the Property Owner.

1.02 RELATED WORK

Section 1: Summary of WORK

1.03 INFORMATION ON SITE LOCATIONS

The following streets are to be addressed as part of this project:

Valley East and Valley West Boulevards complete starting at the south side of Giuntoli Lane

1.04 CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall become familiar as to the nature and location of the WORK, the general and local conditions, (particularly those bearing upon availability of transportation; disposal, handling, and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, or similar physical water, electric power, and roads; and uncertainties of weather, or similar physical conditions at the site), the conformation and conditions of the ground, the character of equipment facilities needed preliminary to and during the execution of the WORK and all other matters which can in any way affect the WORK, or the cost thereof under this Contract.

PART 2 EXECUTION

2.01 DISPOSAL SITES AND STAGING AREAS

All concrete and asphalt rubble from demolition shall be taken to a permitted disposal site for recycling. All other materials not suitable for recycling shall be removed from the site. The CONTRACTOR shall make all arrangements for the disposal site(s) at CONTRACTOR's expense. Prior to dumping on any private property, a letter of permission allowing such dumping shall be obtained from the property owner and a copy presented to the ENGINEER.

***** END OF SECTION *****

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SECTION 3

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

A. Unless otherwise specified in other individual Sections of these specifications, quantities of WORK shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe shall be considered as being the true length measured along the longitudinal axis.

B. Units of measurement shall be in accordance with U.S. Standard Measures.

C. Materials and unit price items of WORK, which are to be paid for on the basis of measurement, shall be measured in accordance with Part 2 of this Section.

D. Mobilization and demobilization shall be considered as included in the various payment items.

E. Traffic control shall be considered as included in the various payment items.

F. The water pollution control plan (WPCP) shall be considered in the various payment items (see Section 3).

G. All WORK shall be complete and in place and in compliance with the PLANS, SPECIFICATIONS, or as directed by the ENGINEER.

PART 2 - MEASUREMENT AND PAYMENT ITEMS

2.01 GENERAL

The measurement and payment items are listed herein below, by pay item number:

1. **Traffic Control:** Measurement for this item shall be on a Lump Sum basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to provide construction traffic control and a specific traffic management plan for this project as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER.

2. **Saw Cutting**: Measurement for this item shall be on the linear foot basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to saw cut Portland Cement Concrete (PCC) or asphalt concrete as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER.

3. **Concrete Removal:** Measurement for this item shall be on a square foot basis. Payment

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shall include full compensation for all labor, equipment, and incidentals to remove and dispose of Portland Cement Concrete (PCC) or Asphalt Concrete (AC) as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER.

4. **Portland Cement Concrete (PCC) Sidewalk:** Payment for this item shall be for sidewalk. Measurement for this item shall be on a square foot basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to place PCC sidewalks as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

5. **Portland Cement Concrete (PCC) Curb:** Payment for this item shall be for type A1 curbs. Measurement for this item shall be on a linear foot basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to place PCC curbs as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

6. **Portland Cement Concrete (PCC) Curb and Gutter:** Payment for this item shall be for type A2 curb and gutter. Measurement for this item shall be on a linear foot basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to place PCC curbs as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

7. **Portland Cement Concrete (PCC) ADA Ramps:** Measurement for this item shall be on a square foot basis as measured from the top of the ramp and including the gutter. Payment shall include full compensation for all materials, labor, equipment and incidentals to place ADA ramps as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

8. **Truncated Domes:** Measurement for this item shall be on a unit price basis for placing each 3-foot by 4-foot unit. Payment shall include full compensation for all materials, labor, equipment and incidentals to place truncated domes as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

9. **Portland Cement Concrete (PCC) Reinforced Driveways:** Measurement for this item shall be on a square foot basis as measured from the top of the driveway ramps and including the gutter. Payment shall include full compensation for all materials, labor, equipment and incidentals to place PCC driveways, approach ramps, and other miscellaneous six-inch 6" reinforced concrete surfaces, as described by these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place, as well as the use of steel plates or other strategies to minimize access disruptions and protect PCC during seven day cure time.

10. **Asphalt Concrete (AC) Shear-In:** This is asphalt concrete required to conform back of sidewalks and driveway to existing paved areas. Measurement for this item shall be on a square yard basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to remove existing AC, compact and place zero point one five feet (0.15') asphalt concrete a minimum of two-feet wide as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER,

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complete and in place.

11. **Portland Cement Concrete (PCC) Reinforced Bus Pads:** Measurement for this item shall be on a per square foot basis. Payment shall include full compensation for all materials, tools, equipment, labor, and incidentals necessary to: excavate, place eight-inch (8") of class II aggregate base, grade, compact, place rebar and pour Portland Cement Concrete for the construction of bus pads and other miscellaneous eight-inch (8") reinforced concrete surfaces, as described by these SPECIFICATIONS as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

12. **PCC – Stamped and Colored Concrete:** Measurement for this item shall be on a square foot basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to place and finish colored PCC surfaces with simulated brick patterns, as described in these SPECIFICATIONS, or as shown on the PLANS or as directed by the ENGINEER, complete and in place.

13. **Sign Bases:** Measurement for this item shall be on a unit price basis. Payment shall include full compensation for installing City supplied sign post bases, complete and in place.

14. **Sidewalk Pipe Drains:** Measurement for this item shall be on a linear foot basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to place three inch (3") pipe in sidewalk as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, all in accordance with State Standard Plans Detail, complete and in place.

15. **Type GO Storm Drain Inlets:** Measurement for this item shall be on a unit price basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to cast in place a storm drain inlet over existing storm drain pipe as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

16. **Christy 16" x 16" Storm Drain Inlets:** Measurement for this item shall be on a unit price basis. Payment shall include full compensation for all materials, labor, equipment and incidentals to install a CITY supplied pre-cast storm drain inlet pour PCC bottom and attach to 3" sidewalk pipe drain as described in these SPECIFICATIONS, as shown on the PLANS, or as directed by the ENGINEER, complete and in place.

17. **Asphalt Concrete Overlay:** Provision and installation of asphalt concrete shall be per Section 39 of the Caltrans Standard Specifications, 2010 Edition. Unless otherwise noted on PLANS or directed by ENGINEER, asphalt concrete shall be ½" TYPE B, Medium. Payment shall be per TON. Payment shall include full compensation for all materials, tools, equipment and labor necessary for delivery, placement and compaction.

18. **Asphalt Grinding:** Using suitable cold-planing equipment that is capable of an adjustable grind, cold-plane to a maximum depth of 0.15', at areas specifically indicated on PLANS, or as directed by ENGINEER. Incorporate grindings into areas of full depth grinding. Any excess material shall be removed and disposed. Payment shall be by the square yard.

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19. **Full-Depth Grinding:** Using suitable cold-planing equipment that is capable of an adjustable grind, cold-plane to a maximum depth of 0.50', at areas specifically indicated on PLANS, or as directed by ENGINEER. Cold mill travelled way to a depth of 0.5' to obtain a homogenous blend of 3" minus material to be graded and surface compacted in-place, to 95% of optimum density. Any excess material shall be removed and disposed. Payment shall be by the square yard.

20. **Adjust Manholes to Grade:** Measurement for this item shall be on a unit price basis. Payment shall include full compensation for all materials, tools, equipment, labor, and incidentals necessary to excavate, raise to grade and place A/C collar for a sanitary sewer manhole frame and lid.

21. **Adjust Water / Clean-out Pots to Grade:** Measurement for this item shall be on a unit price basis. Payment shall include full compensation for all materials, tools, equipment, labor, and incidentals necessary to excavate, raise to grade and place A/C collar for a water/clean-out pot frame and lid.

22. **a thru d. Thermoplastic Striping and Legends:** Thermoplastic pavement markings shall be provided and placed per Caltrans Standard Specifications, 2010 Edition, Section 84-2, or as directed by ENGINEER. Payment will be per linear foot for striping, and per square foot for crosswalks and legends. Crosswalk square footage shall be measured by actual stripe area placed on the ground. Pavement markings and legends shall be measured in square footage as shown per applicable detail in Caltrans Standard PLANS, 2010 Edition, Detail Sheets A24a-A24e. All unit prices shall include raised pavement markers/reflectors (RPM's), where applicable by striping Detail type.

***** END OF SECTION *****

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SECTION 4

WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

This section contains the CONTRACTOR's contract requirements for the control of storm water, trench water and sediment at the construction site.

1.02 WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in the "Arcata Municipal Code Title Seven Chapter Five" and "Arcata Storm Water Management Plan" and the "City of Arcata Storm Water Best Management Practices (BMPs) Manual," and addenda thereto. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be viewed at the City of Arcata Department of Public Works, 736 "F" Street, Arcata, Ca., and may also be obtained from the City of Arcata's internet website at: http://www.arcatacityhall.org.

The CONTRACTOR shall know and fully comply with applicable provisions of the Manuals, and Federal, State and local regulations and requirements that govern the CONTRACTOR's operations for storm water and non-storm water discharges from both the project site and other areas of disturbance which are directly related to construction activities for this contract.

The CONTRACTOR shall be responsible for penalties assessed or levied on the CONTRACTOR or the CITY as a result of the CONTRACTOR's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the CITY or the CONTRACTOR, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

1.03 WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a Water Pollution Control Program (WPCP) is required for this contract.

No WORK having potential to cause water pollution shall be performed until the WPCP has been submitted to the CITY ENGINEER. Submittal shall not constitute a finding that the WPCP complies with applicable requirements of the Manuals and applicable Federal, State and local laws, regulations, and requirements.

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The CONTRACTOR shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the WPCP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The CONTRACTOR may designate different Water Pollution Control Managers to prepare the WPCP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the WPCP or its implementation. The CONTRACTOR shall assure that the Water Pollution Managers have adequate training and qualifications necessary to prepare the WPCP, implement and maintain water pollution control practices.

Prior to beginning any WORK on the contract, the CONTRACTOR shall submit 3 copies of the WPCP to the ENGINEER.

The WCPC shall incorporate water pollution control practices in the following categories:

A. Soil stabilization
B. Sediment control
C. Wind erosion control
D. Tracking control
E. Non-storm water management
F. Waste management and materials pollution control
G. Trench water management

The WPCP shall include, but not be limited to, the items described in the Manuals and related information contained in the contract documents.

The CONTRACTOR shall keep one copy of the WPCP and amendments at the project site. The WPCP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the CITY ENGINEER.

1.04 WPCP

Unless otherwise specified, upon approval of the WPCP, the CONTRACTOR shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the WPCP and in the amendments. Unless otherwise directed by the CITY ENGINEER, the CONTRACTOR's responsibility for WPCP implementation shall continue throughout any temporary suspension of WORK. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the CONTRACTOR fails to conform to the provisions of this section, "Water Pollution Control," the CITY ENGINEER may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for

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control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The CONTRACTOR shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, waste management, materials pollution control and trench water management.

The National Weather Service weather forecast shall be monitored and used by the CONTRACTOR on a daily basis. An alternative weather forecast proposed by the CONTRACTOR may be used if approved by the CITY ENGINEER. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Nonactive areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices conforming to the requirements of these special provisions shall be provided throughout the rainy season, defined as between October 15, and April 15th.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. For construction activities beginning during the rainy season, the CONTRACTOR shall implement applicable soil stabilization and sediment control practices.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The CONTRACTOR's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

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1.05 REPORTING REQUIRMENTS

Report of Discharges, Notices or Orders

If the CONTRACTOR identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the CONTRACTOR shall immediately inform the CITY ENGINEER. The CONTRACTOR shall submit a written report to the CITY ENGINEER within 7 days of the discharge event, notice or order. The report shall include the following information:

A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
D. An implementation and maintenance schedule for affected water pollution control practices.

Report of First-Time Non-Storm Water Discharge

The CONTRACTOR shall notify the CITY ENGINEER at least 3 days in advance of first-time non-storm water discharge events. The CONTRACTOR shall notify the CITY ENGINEER of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

1.06 PAYMENT

Payment for water pollution control shall be included in other items of WORK.

*** END OF SECTION ***

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BIDDER‘S BOOK

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2013
VALLEY EAST AND WEST PAVEMENT RECONSTRUCTION PROJECT

CITY OF ARCATA

BID SCHEDULE

TO: The City of Arcata
736 "F" Street
Arcata, CA 95521

The undersigned is completely familiar with all the conditions affecting the cost of WORK at the place where the WORK is to be done and with the PLANS and CONTRACT DOCUMENTS and addenda thereto, hereby proposes and agrees to perform everything required to be performed and to provide and furnish all required labor, materials, tools, equipment, supervision, and all utility and transportation services necessary to complete in a workmanlike manner for the **2013 Valley East and West Pavement Reconstruction Project** within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to coordinate and schedule work under this CONTRACT and complete all WORK within **45 WORKING DAYS** after the receipt of the Notice to Proceed.

BIDDER acknowledges receipt of the following ADDENDA, dated: _____

_____

_____

BIDDER has read and understands the contract documents for construction:

_____ _____
Signature Title

_____
Date

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sums:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

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BID SCHEDULE
2013 Valley East and West Pavement Reconstruction Project

Engineer's Estimate $1,025,000.00

Item No.	Description	EST. Quantity.	Unit	Unit Price	Total
1.	Traffic Control	1	LS	$_____	$_____
2.	Saw Cutting	4,220	LF	$_____	$_____
3.	Concrete Removal	29,100	SF	$_____	$_____
4.	Portland Cement Concrete(PCC) Sidewalk	4,876	SF	$_____	$_____
5.	PCC Curb	200	LF	$_____	$_____
6.	PCC Curb and Gutter	1,820	LF	$_____	$_____
7.	PCC ADA Ramps	500	SF	$_____	$_____
8.	Truncated Domes	12	EA	$_____	$_____
9.	PCC Reinforced Driveways	11,150	SF	$_____	$_____
10.	Asphalt Concrete Shear-In	440	SY	$_____	$_____
11.	PCC Reinforced Bus Pads	1,800	SF	$_____	$_____
12.	PCC Stamped and Colored Concrete	616	SF	$_____	$_____
13.	Sign Bases	10	EA	$_____	$_____
14.	Sidewalk Pipe Drains	32	LF	$_____	$_____
15.	Type GO Storm Drain Inlets	6	EA	$_____	$_____
16.	Christy 16x16 Storm Drain Inlets	3	EA	$_____	$_____
17.	Asphalt Concrete Overlay	4,100	TON	$_____	$_____
18.	Asphalt Grinding	5,600	SY	$_____	$_____
19.	Full-Depth Grinding	18,000	SY	$_____	$_____
20.	Adjust Manholes to Grade	11	EA	$_____	$_____
21.	Adjust Water/ Cleanout Pots to Grade	36	EA	$_____	$_____
22.	Thermoplastic Striping				
	a.) Two Way Left Turn Lane Detail 31	3,661	LF	$_____	$_____
	c.) 4" White Fog Line, Detail 27B	7,322	LF	$_____	$_____
	b.) 6" White Bike Lane Line, Detail 39	7,322	LF	$_____	$_____
	c.) Crosswalks and Legends	1,850	SF	$_____	$_____

TOTAL AMOUNT OF BASE BID (in words and numbers)

_____Dollars $_____

(words) (figures)

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Note: Contract award will be made to the lowest responsive, responsible low BIDDER as determined by BASE BID. **Any one bid item that is obviously off-set in the opinion of the City will result in the entire bid being rejected.**

It is further agreed that:

(a) In case of a discrepancy between words and figures, the words shall prevail, and in the case of a discrepancy between unit prices and totals, the unit price shall prevail.

(b) THE CITY reserves the right to eliminate any section of this proposal from the contract without claim of the CONTRACTOR for profits lost.

(c) No verbal agreement or conversation with any officer, agent, or employee of THE CITY, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.

(d) THE CITY will not be responsible for any errors or omission on the part of the undersigned in making up his/her BID, nor will the BIDDER be released on account of error.

(e) The undersigned BIDDER is properly licensed in accordance with the State of California Act providing for the registration of Contractors.

(f) The Undersigned BIDDER certifies that he/she has confirmed that the proposed form of contract, and the plans and specifications are complete.

Respectfully submitted:

_____ _____

Signature Title

_____

Address

_____

_____ _____

License Number Date

SEAL (if Bid is by a corporation)

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BIDDER'S SECURITY

ATTACH TO THIS PAGE

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NOTE: ALL PROJECTS

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 4104 to 4113, inclusive of the Government Code of the State of California, each **BIDDER** shall list below the name, location, and place of business of each subcontractor who shall perform any portion of the contract **WORK**. In each instance, the nature and extent of the work to be sublet shall be described.

Name of Subcontractor	Address of Office Mill, or Shop	Description of Work to be Performed

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PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder has _____ has not _____been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the signature portion thereof shall also constitute signature of this Statement.

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

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

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

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

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

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

SMALL BUSINESS STATUS

Are you certified as a "Small Business" by the Office of Small Business of the Department of General Services of the State of California?

Please check one of the following: _____ yes, _____ no, _____ unsure.

(Note: This small business questionnaire is included for statistical reporting only, and your answer will neither effect your bid on this contract, nor will it be cause for penalty.)

FEDERAL DEBARMENT AND SUSPENSION

I certify that I have never been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 “Debarment and Suspension.”

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NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: **2013 Valley East and West Pavement Reconstruction Project .**

THE CITY has considered the BID submitted by you for the above described WORK in response to its Notice to Contractors dated _____, 20__, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Labor and Materials Bond, Guaranty Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___ day of _____, 20__.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

this the _____day of _____, 20__.

By: _____ Title _____

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CONTRACT BETWEEN _____ AND
THE CITY OF ARCATA FOR
_____

This CONTRACT is made and entered into this _____day of _____, by and between the City of Arcata, a municipal corporation ("City"), and _____, a _____ ("Contractor").

The parties agree as follows:

1. Scope of Services: Contractor agrees to complete all work as specified in Exhibit "A," Scope of Work, attached hereto and incorporated herein ("Work"). All work shall be completed in accordance with the Contract Documents.

2. Contract Documents Include: The contract documents include this Contract, all Plans and Specifications which includes the Greenbook (BNI Publications, Inc., 2003 edition) unless specifically stated otherwise, the Notice Inviting Bids or Notice Inviting Quotes, the Bid or Quote, the Certificates of Insurance, Workers' Compensation Certificate, and Bonds (if any) ("Contract Documents") All of the provisions of the Contract Documents are hereby incorporated in and made a part of this Contract as if fully set forth herein.

3. Compensation: The City shall pay Contractor for services performed in accordance with this Contract according to the payment schedule contained in the Accepted Bid, which is attached hereto as Exhibit "B" and incorporated herein.

   The maximum contract price is _____, inclusive of reimbursements of expenses, if any are authorized.

4. Payment: Contractor shall submit monthly invoices for completed tasks as outlined in Exhibit "A" – Scope of Services. All invoices must include Purchase Order No._____. Invoices received without reference to correct Purchase Order Number will be returned to Contractor without processing. The City agrees to pay invoices within 30 days upon receipt of invoice less 10% until approval and acceptance of completed project. The final invoice will be paid within 30 days from the City's acceptance and approval of completed project. All payments are subject to final audit upon completion of services or other termination of this Contract.

5. Commencement of Work, Time for Completion: No Work shall be performed or furnished under this Contract until the City has delivered a signed Contract and Notice to Proceed to the Contractor. The Contractor shall complete the Work by _____ (the "Completion Date"). An extension to the Completion Date may be allowed in accordance with Section 34, Uncontrollable Circumstances. The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the City Representative, to perform required activities at a pace sufficient to complete the Work by the Completion Date. If in the opinion of the City Representative, the Contractor has failed or is failing to employ sufficient force, materials, and tools, or, to maintain adequate progress, the City Representative may, at no additional cost to the City, require the Contractor to increase progress of work. The Contractor shall implement action required to increase progress and report the action or actions to be taken to the City Representative within two work days following the City Representative's order to increase progress.

6. Bonds and Surety Qualifications: If indicated below, Contractor shall, within 15 days of contract award and before execution of the contract, furnish a Bond for Faithful Performance and/or a Payment Bond (also called Labor and Materials Bond) on forms provided by the City, each in the amount of 100 percent of the contract price. The Bond for Faithful Performance shall remain in effect during the performance of the work, and for 365 days after recordation of a Notice of Completion, or if a Notice of

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Completion is not recorded by the City, within thirty days of completion of the Work. The Payment Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for 60 days after completion of the Work. All Bonds shall be furnished by the Contractor at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

Performance Bond Required: ____ Payment Bond Required:____ *[check only if required]*

7. Independent Contractor: Parties intend that Contractor, in performing Work, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others while under contract with City, provided no conflict of interest is created. Contractor is not to be considered an agent or employee of City.

8. Insurance: All Work shall be performed entirely at the Contractor's risk. Prior to the beginning of and throughout the duration of the Work, Contractor shall maintain insurance and provide Certificates of Insurance, as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

   (a) *Commercial General Liability*: Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Coverage for additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $5,000,000 per occurrence for all covered losses and no less than $5,000,000 general aggregate.

   (b) *Business Automobile Insurance*: ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $5,000,000 per accident. If Contractor or Contractor's employees will use personal autos on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

   (c) *Workers Compensation Insurance*: covering all employees and volunteers as required by the Sate of California on a state-approved policy form.

   (d) *Excess or Umbrella Liability Insurance (Over Primary)*: if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include a drop down provision providing coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. The policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, sub-contractors or others involved in performing services under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

   (e) *General Conditions Pertaining to Insurance*:

      (1) Contractor shall have its insurer endorse the third party general liability coverage to include as additional insureds the City, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10.

      (2) The parties acknowledge that all insurance coverage required to be provided by Contractor is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.

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(3) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the City.

(4) All endorsements must have an original authorized signature. Facsimile or electronic copies are insufficient.

(5) Contractor agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

(6) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to the City at or prior to the execution of the Contract.

(7) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.

(8) The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to the City.

9. Indemnity: To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless, the City of Arcata, and any and all boards, officers, employees, assigns and successors in interest through legal counsel reasonably acceptable to the CITY, from and against any and all claims, losses, demand and expenses, including but not limited to, reasonable attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the services performed by the CONTRACTOR under this AGREEMENT. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto. Without affecting the rights of the City under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of the CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

10. Subcontracting:

(a) Contractor shall comply with the Subletting and Subcontracting Fair Practices Act of Public Contracts Code Sections 4100 et seq.

a. Contractor shall submit to the City the following information as part of its bid proposal:

(1) The name and location of the place of business of each subcontractor performing work, labor or rendering construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.

(2) The portion of the Work to be done by each subcontractor.

b. Contractor shall list only one subcontractor for each portion of the Work identified in the bid.

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c. Contractor shall furnish separate certificates and endorsement for each subcontractor having received consent by the City in the amounts specified in this Contract.

11. Prevailing Wages: A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is available for review upon request at City's Assistant Purchasing Agent, 736 F Street, Arcata, CA. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site. Contractor shall forfeit as penalty to the City the sum of up to fifty dollars ($50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the contract.

12. Payroll Records:

(a) Pursuant to California Labor Code Section 1776, Contractor and each subcontractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and 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. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public work project.

(b) The payroll records enumerated under paragraph (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated on paragraph (a) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in paragraph (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division.

(d) The Contractor or subcontractor shall file a certified copy of the records enumerated in paragraph (a) with the entity that requested the records within ten days after receipt of a written request.

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(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

(f) The Contractor shall inform the City of the location of the records enumerated under paragraph (a), including the street address, city and county, and shall, within five working days, provide a notice of change of location and address.

(g) The Contractor or subcontractor shall have ten days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the City, forfeit $25 for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to a failure of a subcontractor to comply with this section.

13. Audit of Records: Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing a the basis for an invoice, for a minimum of four years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

14. Hours Of Work:

(a) Eight hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or forty hours during a calendar week of the foregoing hours.

(b) Contractor shall keep and make available an accurate record showing the name each worker and hours worked each day and each week by each worker.

(c) As a penalty to the City, Contractor shall forfeit twenty-five dollars ($25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.

15. Document Submission and Title to Documents: All documents, reports, plans, specifications, maps, estimates, manuscripts, drawings, descriptions and other final work products compiled under this Contract must be submitted electronically in MS Word and PDF formats and in hard copy format. Additionally, upon payment of fees and expenses due, title to all such documents shall be vested in the City.

16. Materials and Equipment:

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(a) Unless otherwise specified, shown, or permitted by the City, materials and equipment incorporated in the work shall be new and current manufacture. The City may request the Contractor to furnish manufacturer's certificates to this effect.

(b) The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with specifications set forth in this Contract. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the manufacturer's rating of capacity for equipment be exceeded.

(c) Materials furnished and work performed shall be subject to inspection and testing by City's authorized agents at City's expense. If such inspection and testing reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.

(d) The inspection of the work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or work required under the contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.

(e) Materials for use in the work shall be stored by Contractor to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. Contractor is responsible for damage to or loss of materials by weather or other causes.

17. Permits and Licenses: Prior to execution of the Contract, the Contractor shall obtain and maintain throughout the contract period a valid City of Arcata business license. Contractor shall apply for and procure permits and licenses necessary for the Work. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the Work and shall comply duly with the terms and conditions of permits and licenses. Contractor shall pay charges and fees in connection with permits and licenses.

18. Contractor Qualifications and Standard of Work: Contractor warrants that it is fully qualified to perform the Work, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall perform and complete in a good and workmanlike manner all the work pertaining thereto described in the Scope of Services and plans and specifications hereto attached, to furnish at its cost and expense all tools, equipment, labor and materials necessary therefor, except such materials as are specifically stipulated in the contract documents to be furnished by City, and to do everything required by this Contract and other contract documents. Contractor shall possess a valid Class C-12 and/or "A" (contractor license), or, the appropriate special California contractors license at the time of bid submission and for the duration of the contract. The Contractor shall be responsible for complying with all applicable local, state, and federal laws and regulations whether or not expressly stated or referred to herein. Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not re-employed.

19. Apprentices: Contractor shall comply with the Labor Code concerning the employment of apprentices.

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20. Supervision of Work by Contractor: Before starting the Work, Contractor shall designate, in writing, a representative having authority to act for Contractor, and may designate an alternate representative. The representative or alternate shall be present at the work site when Work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the City Representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

21. City Representative: The City Representative, as designated by the City manager for the City ("City Representative"), shall decide questions about the quality of materials furnished and work performed, manner of performance, rate of progress of the Work, interpretation of the plans and specifications, and the fulfillment of the Contract by the Contractor.

22. Inspection:

    (a) The City Representative shall have access to the work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.

    (b) When the Contractor varies the period during which work is carried on each day, Contractor shall give notice to the City Representative so proper inspection may be provided. Work done in the absence of the City Representative is subject to rejection.

    (c) No materials shall be installed until approved by the City Representative. Installations to be backfilled shall be inspected and approved by the City Representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the City Representative so proper inspection may be provided.

    (d) The inspection of the work shall not relieve the Contractor of obligations to fulfill the contract. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact such defective work and unsuitable materials have been previously overlooked by the City Representative and accepted.

23. Removal of Defective and Unauthorized Work:

    (a) Rejected Work shall be removed and replaced by Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the City Representative, or work done without written authority will be considered as unauthorized and not be paid for. Such work may be ordered removed at Contractor's expense.

    (b) Upon failure on the part of Contractor to comply promptly with an order of the City Representative under this section, the City Representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due Contractor.

24. Errors Or Discrepancies Noted By Contractor:

    (a) If the Contractor finds discrepancy between the specifications and the drawings, and the physical conditions at the site of the work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the City in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the City in writing of such conflict.

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(b) On receipt of any such notice, the City shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

25. Cleanup: On completion of the work, Contractor shall remove debris and surplus materials from the work site.

26. Guarantees: Contractor guarantees Work from defect in workmanship for the period of one year from the date of acceptance by the City and shall repair and replace such Work, together with other displaced work, without expense to the City, ordinary wear and tear, usual abuse or neglect excepted. City may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

27. Safety: Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety. Contractor shall take all precautions necessary for the safety and prevention of damage to property on/or adjacent to the work site, and for the safety of and prevention of injury to persons, including City's employees, Contractor's employees, and third persons, on/or adjacent to the work site.

28. Termination: Contractor At Fault:

(a) The City shall have the right to terminate the Contractor for cause under any one or more of the following circumstances:

(1) Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as approved from time-to-time by the City Representative, failure to adhere to the schedule of values as approved from time-to-time by the City Representative);

(2) Contractor's disregard of applicable laws and regulations;

(3) Contractor's repeated disregard of the authority or orders of the City Representative;

(4) Contractor's repeated or persistent default of any of the provisions of the Contract Documents;

(5) Contractor's material breach of any provision of the Contract Documents;

(6) Contractor's failure to perform work for a period of five consecutive work days unless such failure is excused because of inclement weather or Uncontrollable Circumstance.

(b) If one or more of the grounds for termination exist, the City, after giving the Contractor and the performance surety five days written notice, may at its sole discretion, without liability for trespass or conversion, take any of the following actions: terminate the service of the Contractor; exclude the Contractor from the site; take possession of the site and Work; take possession of all of Contractor's tools, appliances, construction equipment, and machinery at the site; take

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possession of all materials and component parts, equipment, or machinery stored at the site or for which the Contractor has paid but which are stored elsewhere; use the site, tools, appliances, construction equipment, machinery, parts, and materials to the full extent they could be used by Contractor; finish the Work as the City may deem expedient; or make demand on the performance bond surety to complete the Work. When the City terminates Contractor's services under this Section, Contractor shall not be entitled to receive further payments until the Work is completed. If the unpaid balance of the Contract Price is greater than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the City arising out of or relating to completing the Work or exercising its rights under this Section, the excess will be paid to Contractor or the performance bond surety. If the unpaid balance of the Contract Price is less than all claims, costs, losses, offsets and damages (including without limitation all fees and charges of engineers, architects, land surveyors, contractors and other providers of professional services) sustained by the City arising out of or relating to completing the Work or exercising its rights under this Section, Contractor will pay the difference to the City. When exercising any rights or remedies under this Section, the City shall not be required to obtain the lowest price for the Work performed.

(c) The termination of Contractor's services under this paragraph will not affect any rights or remedies the City may have against Contractor existing at the time of termination or which may later accrue. Any release of retention or payment by the City will not release Contractor from liability.

29. <u>Termination: Contractor Not At Fault</u>:

(a) Upon five days' written notice to Contractor, the City may, without cause and without prejudice to any other of the City's rights or remedies, terminate the Contract.

(b) Upon the service of a notice of contract termination, Contractor shall discontinue the Work in the manner, sequence, and at such times as directed by the City Representative. Contractor shall remain responsible for the quality and fitness of the Work performed by Contractor before termination of the Contract. All requirements of the Contract pertaining to Work completed or to be completed as directed by the City Representative as of the time of termination shall survive the termination, including without limitation, all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch-list" items directed by the City Representative. Contractor shall cooperate with City with respect to providing information about the work in progress at the time of termination, as requested by the City Representative.

(c) Upon termination of the Contract, City shall use reasonable efforts to determine and pay to Contractor within 30 days, without duplication, for the following items:

(1) For completed and acceptable Work executed in accordance with the ontract Documents before the effective date of termination, including a fair and reasonable amount for overhead and profit on such Work, less any prior payments for the Work. The determined value of the Work, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.

(2) For documented direct expenses sustained before the effective date of termination in performing services or furnishing labor, materials, or equipments as required by the Contract Documents necessary for the execution of the uncompleted Work. The determined value of the documented direct expenses, including overhead and profit, shall be consistent with the Contract Documents, including any schedule of payments or schedule of values.

(3) For reasonable and documented direct expenses, including damages, incurred in settlement or as a consequence of terminated subcontracts;

(4) For other actual expenses reasonably incurred as a direct consequence of the termination.

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(d) Notwithstanding the foregoing, Contractor shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the Work not performed or lost business opportunity.

(e) If the Contractor is terminated under this Section, the City may purchase from the Contractor all consumable supplies of the Contractor on hand, or in transit, or on definite commitment, including fuel, lubricants, and materials of construction not incorporated in the Work which, in the opinion of the City Representative, are suitable and required to complete the Work; and the City shall pay to the Contractor for such consumable supplies the prices paid therefore by the Contractor.

(f) If the Contractor is terminated under this Section, upon request by the City Representative, the Contractor shall provide the City Representative with an itemized inventory and cost account of all plant, tools, equipment, labor and consumable supplies that have been used, are then in use, and were planned to be used on the Work. Further, upon request, the City shall have the right to audit all of the Contractor's records relating to costs incurred or planned to be incurred in performing the Work.

30. Authority to Execute this Contract: The person or persons executing this Contract on behalf of Contractor warrants and represents that he/she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

31. Representations: The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Contract or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.

32. Notices: Any notice or instrument required to be given or delivered by this contract may by given by depositing the same in any United States Post Office, registered or certified, postage prepaid, address to:

To City:

Attn:_____

City of Arcata

736 F Street

Arcata, CA 95521

To Contractor:

_____

_____

_____

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33. Assignment: Contractor shall not assign this contract or payments under this contract. Contractor and each subcontractor hereby assign to the City rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for this contract or the subcontract. This assignment shall be made and become effective without further acknowledgement by the parties at the time City tenders final payment to Contractor.

34. Amendment: No waiver or modification of this Contract shall be valid unless agreed upon and signed by both the City and Contractor.

35. Nondiscrimination: Contractor shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by Contractor in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans With Disabilities Act of 1990, and any other applicable federal and state laws and regulations pertaining to nondiscrimination.

36. Uncontrollable Circumstances:

(a) Upon Contractor's written request and submission of substantiating documentation of a delay resulting from an Uncontrollable Circumstance, the City Representative shall give Contractor a non-compensable extension of time. Contractor shall submit a written request within seven days of the commencement of the Uncontrolled Circumstance.

(b) Prior to completion and acceptance of the Work, Contractor is responsible for, and bears the risk of loss associated with, damage or loss to any portion of the Work regardless of the cause, except that Contractor may request an extension of any required Completion Date specified, as set forth in Section 36(a). Contractor shall repair or replace such damages or destroyed Work to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of Work.

(c) "Uncontrollable Circumstance" means any act, event or condition that is:

(1) beyond the reasonable control of the Contractor that justifies Contractor not timely performing an obligation or complying with any condition required under the contract documents, and

(2) materially expands the scope of, interferes with, or delays the Contractor's performance of obligations under the contract documents, but only if such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the contract documents on the part of the Contractor.

(d) Examples of acts, events or conditions that typically qualify as uncontrollable circumstances include: naturally occurring events such as landslides, underground movement, earthquakes, fires, tornadoes, hurricanes, floods, lightning, epidemics, and extreme weather that threatens worker safety, property and/or project integrity in Contractor's sole determination; explosions, terrorism, sabotage, or similar acts of a declared public enemy; extortion; war; blockade; insurrection, riot

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or civil disturbance; labor disputes, except labor disputes involving employees of the Contractor, its affiliates, or subcontractors, vendors and suppliers; the failure of any subcontractor to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute an uncontrollable circumstance if it affected Contractor directly, and Contractor is not able after exercising all reasonable efforts to timely obtain substitutes; the preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a government agency in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Work.

(e) Examples of acts, events or conditions that do not typically qualify as an uncontrollable circumstances include: weather conditions normal for the area where the Work is being performed; any delay that would not have occurred but for the Contractor's failure to comply with its obligations under the contract documents; Contractor's inability to obtain timely materials or equipment; any work related injuries, accidents or safety violations; any changes in interest rates, inflation rates, wage rates, insurance premiums, commodity prices, currency values, exchange rates or other general economic conditions that significantly increase Contractor's cost of performing the Work; any change in the financial condition of the Contractor or any subcontractor affecting their ability to perform timely their respective obligations; the consequences of error, neglect or omissions by the Contractor, any subcontractor, or any other person in the performance of the Work; any change of union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed on the Work or otherwise increasing the cost to the Contractor of performing the Work; inclement weather conditions normal for the area where the Work is being performed; any mechanical failure of equipment; or any electric utility power outages except as a direct result of an independent uncontrollable circumstance.

37. Extra, Changed Work:

(a) The City may require changes in, additions to, or deductions from the Work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except pursuant to a written order from the City stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the City, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change

(b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

(1) By an acceptable lump sum proposal from the Contractor.

(2) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the City and the Contractor.

(3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the City Representative upon his request.

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(c) When the City orders extra work and there is an agreement between the City and the Contractor to perform the extra work, the City may approve the method used by the Contractor to accomplish the work. At the request of the City, the method to be used shall be memorialized in a writing prior to work being performed.

38. Governing Law and Venue: This Contract and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. If any action is brought to enforce the terms of this contract it shall be brought in Humboldt County Superior Court.

39. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this contract, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted to a reasonable sum as and for attorney's fees in such litigation or arbitration.

This Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties.

Executed in Arcata, California on _____.

CITY

By:_____
City Manager

By:_____
Contracts & Procurement Specialist

Approved as to form:

_____
City Attorney

CONTRACTOR

By: _____
Title: _____

Address: _____
_____
_____

Employer ID#: _____
License #: _____

Not for Bid Use

(DO NOT DETACH)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, The City Council for the City of Arcata, County of Humboldt, State of California, by motion passed _____, 20___, has awarded to

_____

hereinafter designated as the "Contractor," a contract for the **2013 Valley East and West Pavement Reconstruction Project.**

WHEREAS, said "Contractor" is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we

_____as "Contractor and _____as surety are held and firmly bound unto the City of Arcata, hereinafter called the "Owner," in the penal sum of _____ Dollars and duly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the hereby bonded Contractor, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work performed thereunder.

Not for Bid Use

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the _____ day of _____, 20__, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____
Contractor

By_____

_____
Title

(Seal)

_____
Surety

By_____

_____
Address of Surety

_____
City State Zip

Not for Bid Use

(DO NOT DETACH)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, The City Council for the City of Arcata, County of Humboldt, State of California, by motion passed _____, 20___, has awarded to

_____

hereinafter designated as the "Contractor," a contract for the: **2013 Valley East and West Pavement Reconstruction Project.**

WHEREAS, said Contractor is required to furnish a bond in connection with said contract, providing that if said Contractor, or any of his or its subcontractors, shall fail to pay for any materials, provisions, equipment, or other supplies or items used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW THEREFORE, we _____

as Contractor, and _____

as surety, are held and firmly bound unto the City of Arcata, hereinafter called the "Owner," to the penal sum of _____Dollars ($_____) lawful money, of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor, his or its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons names in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work performed thereunder.

Not for Bid Use

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the _____ day of _____, 20__, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____
Contractor

By_____

_____
Title

(Seal)

_____
Surety

By_____

_____
Address of Surety

_____
City State Zip

Not for Bid Use

DO NOT DETACH

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA }
} ss.
COUNTY OF HUMBOLDT }

_____, being first duly sworn, deposes and says:

That he is _____, the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement of collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statement in said proposal or bid are true.

2013 Valley East and West Pavement Reconstruction Project.

_____

_____

_____

(Fill in description of contract)

_____
Signature of Bidder

_____
Business Address

_____
Place of Residence

Subscribed and sworn to before me this _____ day of _____ 20 ___.

_____
Notary Public in and for the County of
State of California.

My Commission Expires _____, 20 __.

Not for Bid Use

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety herein named, on the _____ day of _____, 20__, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____
Contractor

By_____

_____
Title

(Seal)

_____
Surety

By_____

_____
Address of Surety

_____
City State Zip

Not for Bid Use

2013
Valley East and West Pavement Reconstruction Project

NOTICE TO PROCEED IN 5 WORKING DAYS

You are hereby informed that all construction documents have been executed and are given **notice to proceed within 5 WORKING DAYS from receipt of this notice.**

I hereby acknowledge receipt of this notice:

_____ _____

City of Arcata Date
OWNER

_____ _____

CONTRACTOR Date

_____

License #

Not for Bid Use