



STATE OF CALIFORNIA
CITY OF PLACERVILLE
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS, CONTRACT, AND PROPOSAL

BOOK 1 OF 2

**FOR CONSTRUCTION OF
MEASURE H & L PROJECTS**

**SPRING STREET PAVEMENT REHABILITATION CIP #41907 AND
MOSQUITO ROAD STABILIZATION CIP #41819**

July 8, 2020

For use in Connection with California Department of Transportation, Standard Specifications Dated **2018** and Revised Standard Specifications current as of September 1st, 2019, Caltrans Standard Plans Dated **2018**, City of Placerville Standard Plans, State of California Labor Surcharge and Equipment Rental Rates, and Director of Industrial Relations General Prevailing Wage Rates.

Bids Open: 2:00 PM
July 30, 2020

Location: City Hall
Engineering Department
3101 Center Street,
3rd Floor
Placerville, CA 95667



**CITY OF PLACERVILLE
MOSQUITO ROAD PAVEMENT REHABILITATION CIP #41819 AND SPRING STREET
PAVEMENT RESTORATION CIP #41907**

TABLE OF CONTENTS

Section Title

BIDDING REQUIREMENTS

- 00020 Notice Inviting Formal Bids
- 00100 Instructions to Bidders
- 00310 Proposal

CONTRACT FORMS AND REQUIREMENTS

- 00500 Notice of Award
- 00510 Contract (Agreement)
- 00550 Notice to Proceed
- 00640 Certificate of Drug-Free Workplace
- 00645 Worker's Compensation Insurance Certificate

SPECIAL PROVISIONS AND SUPPLEMENTARY CONDITIONS

- 00800 Supplementary Conditions
- 01060 References

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



CITY OF PLACERVILLE, CALIFORNIA
ENGINEERING DEPARTMENT

SECTION 00020
NOTICE INVITING FORMAL BIDS

NOTICE IS HEREBY GIVEN by the City of Placerville, State of California, that bids for work in accordance with the Project Plans (Plans) and Contract Documents designated:

SPRING STREET PAVEMENT REHABILITATION PROJECT AND MOSQUITO ROAD STABILIZATION
PROJECT - CIP NO. 41819 & 41907

will be received electronically through QuestCDN, available to be submitted until Thursday, July 30, 2020 at 2:00 PM.

Bids will be opened after 2:00 pm and results will be tabulated and posted by close of business on the day of bid. Completeness of bid packages will be reviewed following the bid opening. Any incomplete packages received may be rejected.

No bid may be withdrawn following electronic submission or before the award and execution of the Contract, unless the award is delayed for a period exceeding one hundred and twenty (120) calendar days. Bids shall be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the City of Placerville, Engineering Department. All bids must be clearly referenced as:

SPRING STREET PAVEMENT REHABILITATION PROJECT AND MOSQUITO ROAD STABILIZATION
PROJECT - CIP NO. 41819 & 41907

COST ESTIMATE (FOR BONDING PURPOSES): For bonding purposes, the anticipated project cost is less than \$1,400,000.

MANDATORY PRE-BID CONFERENCE: A mandatory pre-bid conference will be held in the field and will adhere to physical distancing requirements for this project. All questions and their respective answers from the pre-bid conference will be documented and posted as an addendum through QuestCDN. The date, time, and location of the Pre-Bid will be at the parking lot at the intersection of Spring Street and Pleasant Street on July 16, 2020 at 9:00 am.

LOCATION/DESCRIPTION OF THE WORK: The project locations are as shown on Mosquito Road and on Spring Street in the City of Placerville, El Dorado County. The work to be done is shown on the Plans and described in the Specifications and generally consists of, but is not limited to:

- Construction and completion of 12-inch storm drain main, installing drain inlets, removing and replacing storm drain manhole, residential water services and meters, slurry seal, AC grind, 6" dig outs, pavement reconstruction, thermoplastic traffic striping and thermoplastic pavement markings. Work includes, but is not limited to: soil excavation, rock excavation, backfilling, concrete, pipefitting, pipe abandonment, manhole and drain inlet removal, pressure testing, disinfection, connections to

existing City facilities, site restoration, full depth reclamation with cement, grading, compaction, paving, material testing, patch paving and trench paving, and all other work required in the Contract drawings. The contractor shall be Class "A" licensed.

- Project will require traffic control for equipment access and construction of the project by the Contractor and Subcontractor.
- Coordination and compliance is also required by the Contractor with various regulatory agencies including the City of Placerville, County of El Dorado, California Air Resources Board, Air Quality Management District, and State Regional Water Quality Control Board.

COMPLETION OF WORK: All work shall be completed within 75 working days after the date of the written notice to proceed from the City. Work within City streets is anticipated to occur during normal working hours from the hours of 7 am to 5 pm, Monday through Friday. No work shall be performed by the Contractor on Saturday or Sunday, or City designated holidays.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS:

The Contract Documents and Plans are electronically available through Quest CDN and on the City's website at <https://www.cityofplacerville.org/rfp-rfq-projects-out-to-bid> beginning Wednesday, July 8, 2020. In light of concerns and social distancing related to COVID19, hard copies for select items are to be provided by the two lowest bidders 24 hours after bid opening and may be dropped off or mailed to the Engineering Department at the address provided on the cover of this bid book. Bidder assumes full responsibility for printing the contract documents to scale and for evaluating existing site conditions in comparison with the contract documents for each of the project sites.

In order to submit a bid on this project, **bidders must be on the plan holders list through QuestCDN no later than July 29, 2020.** Only bidders on the plan holders list may submit a bid. Bidder is solely responsible for printing and binding the bid documents to scale from the digital format.

This is a locally funded project; subject to local and state regulations, City of Placerville code and ordinances, including wage rates, civil rights, equipment certifications, etc.

All bidders' questions shall be submitted in writing to the City via email at the contact information provided below. No verbal responses to any questions concerning the content of the Plans and Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents and Plans and posted directly to Quest CDN. Inquires or questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry before bid opening. Bid inquiries must be received by 4:00 pm on the third (3rd) business day before bid opening. After this time, the City will not consider these questions as bid protests.

City of Placerville
Engineering Department
Attn: Melissa McConnell, Project Engineer
3101 Center Street
Placerville, CA 95667
Email: mmcconnell@cityofplacerville.org

CONTRACTOR'S LICENSE: In accordance with the Provisions of California Public Contract Code Section 3300, the City of Placerville has determined that the Contractor must possess a valid Class A General Engineering License and all other classes required by the categories and types of work included in this contract at the time of contract bid. Failure to possess the specified license at the time of bid shall render the bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of bid. The Contractor must possess a Class A license or a combination of Class C licenses that make up a majority of the work.

BUSINESS LICENSE: The Contractor must comply with all of the requirements of the City Business License Ordinance, where applicable, before beginning work and through Contract Acceptance.

GENERAL INFORMATION: Bids must be on unit price basis. The amount of bid for comparison purposes will be the total sum based on unit prices.

PREVAILING WAGE RATES: Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. This rate and scale is available at the DIR website: <http://www.dir.ca.gov/DLSR/PWD> or from the City Clerk's office. The Contractor to whom the contract is awarded, and the subcontractors, must pay not less than these rates for this area to all workers employed in the execution of this contract.

DIR REGISTRATION: Effective March 1, 2015, all contractors and subcontractors shall be registered with DIR pursuant to Labor Code Section 1725.5 to be qualified to bid on this project or to be listed as a subcontractor for this project pursuant to Public Contract Code Section 4104. Bidders will be required to submit proof of registration for themselves and all listed subcontractors prior to award of the contract.

BONDS: A bid security shall be provided with each bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid and shall be cash, a certified check or cashier's check drawn for the order of the City of Placerville or a Bidder's Bond executed by a surety satisfactory to the City of Placerville on the form provided in the Proposal section of these Contract Documents. The Bidder to whom award is made shall provide Certificates of Insurance, and shall complete and submit the Performance Bond and Payment Bond in and amount of one hundred percent (100%) of the total Contract price plus change orders, to hold good for a period of one year after the completion and acceptance of the work, to protect the City against the results of defective materials, quality of work, and equipment during that time. The bond forms are contained within the Contract Documents. Hard copies of the forms are required and due to the Engineering Department 24 hours after the bid opening.

SUBSTITUTE SECURITIES FOR RETENTION MONEYS: In accordance with Part 5 (Section 22300), Division 2 of the Public Contract Code, a contractor may substitute securities in lieu of retention moneys withheld by a public agency to ensure performance under this contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City of Placerville, or with a state or federally chartered bank, as the escrow agent, who shall then pay such moneys to the contractor, and upon satisfactory completion of the contract, the securities shall be returned to the contractor.

SUBMISSION OF BIDS: The City Engineering Department will receive bids through electronic submission only until 2:00 pm on the bid open date through the QuestCDN bid forum. Bids will only be accepted from registered plan holders. Bids not properly completed may be considered nonresponsive. The City will open and post the received bids through Quest CDN prior to close of business on the day of bid.

REJECTION AND PROTESTS OF BIDS: The City reserves the right to reject any or all bids or any parts thereof and waive any irregularities or informalities in any bid or in the bidding to the extent permitted by law and to make awards in all or part of the best interest of the City. No bidder may withdraw his bid for a period of one hundred and twenty (120) calendar days after the date set for the bid opening. Bid protests must be submitted via email to the attention of the City Clerk before 4:00 pm of the 3rd calendar day following the bid opening.

By:  _____ Date: 7/8/20 _____
Rebecca Neves, P.E.
City Engineer
City of Placerville

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

1.0 WORK TO BE DONE

It is the intention of the Owner to construct improvements as shown and set forth in the Contract Documents titled: Spring Street Pavement Rehabilitation CIP #41907 and Mosquito Road Stabilization, dated July 8, 2020. All of the work is particularly set forth in the permits, plans and specifications, and all of said work, together with all other work incidental thereto, and is included. The work includes the furnishing of all labor, materials, taxes, incidentals and equipment necessary for completion of the project. Codes and standards, definition of words and terms, and abbreviations shall be as specified in Section 01060, REFERENCES.

2.0 EXAMINATION OF CONTRACT DOCUMENTS

Each Bidder shall thoroughly examine and be familiar with those Contract Documents and addenda (if any). The submission of a bid shall constitute an acknowledgment upon which the Owner may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its bid or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3.0 INSPECTION OF PROJECT SITE AND PRE-BID ACCESS TO THE SITE

Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.

Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the Owner in writing at least five (5) days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the Owner and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining Owner approval and entering into an executed Indemnity and Release Agreement with the City which will include applicable insurance.

Bidders who intend only to observe site conditions and not conduct such examinations are not required to provide an executed Indemnity and Release Agreement or insurance information. If, during the course of its site inspection, a Bidder finds conditions which appear to be in conflict with the letter or spirit of the Contract Documents, the Bidder may apply to the Owner, in writing, for additional information and explanation at least three (3) business days before the time specified for opening the bids.

Submission of a bid by the bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied upon and is relying on its own examination of (1) the site of the work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Bidders by the Owner.

The information provided by the Owner is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.

4.0 INTERPRETATION OF CONTRACT DOCUMENTS

No verbal responses will be made to any Bidder as to the meaning of the Contract Documents. Requests for an interpretation shall be made in writing via email at least three (3) business days before the time specified for opening the bids to:

City of Placerville
Engineering Department
Attn: Melissa McConnell, Project Engineer
3101 Center Street
Placerville, CA 95667
Email: mmcconnell@cityofplacerville.org
Phone: (530) 642-5597

All questions submitted via email shall be submitted in the time set forth herein. For email to be effective, it shall have a date and time receipt acknowledgment from the Owner and shall be clearly identified with the following title in the Subject line:

**"Spring Street Pavement Rehabilitation CIP #41907 and
Mosquito Road Stabilization CIP #41819 Projects: Bidder Questions"**

It is the Bidder's sole responsibility to ensure that the email question is received by the Owner in a timely manner. Upon receipt of an email question, the Owner shall provide acknowledgement of receipt within 1 business day. If the Bidder does not receive an acknowledgement of receipt of an email question from the Owner within the above referenced timeframe, Bidder shall assume the email transmission was not received by the Owner, and shall be responsible for resubmitting the same in a timely manner, and if necessary by an alternate allowable method of transmission allowing for confirmation of receipt (i.e. phone call verification).

Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the Owner other than a response to the Bidder requesting the clarification.

Requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum signed by the Owner and transmitted to all recipients of complete sets of Contract Documents. No other interpretation or information concerning the Contract Documents issued prior to the date specified for opening of bids will be binding.

5.0 INFORMATION AVAILABLE TO BIDDERS – SUBSURFACE CONDITIONS

Refer to the geotechnical reports and memos in the appendices for field investigations and reports on subsurface conditions.

6.0 POSTPONEMENT OF OPENING

The Owner reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Notice Inviting Formal Bids. Postponement notices will be posted as an addendum through the QuestCDN bid forum and also may be emailed.

8.0 OPENING OF BIDS

All bids, irrespective of any irregularities or informalities, if received on time, will be opened and reviewed at the time and place set forth in the Notice Inviting Formal Bids. Any bids received after the time for receiving and opening bids as set forth in the Notice Inviting Formal Bids or as postponed by addenda will not be opened. Any such bids will be returned to the Bidder.

The public review of each bid will include at least the following:

- A. Name and address of bidder.
- B. The total amount of bid.
- C. The nature and amount of the security furnished with the bid.
- D. Acknowledgement of addenda.

9.0 PREPARATION OF BID FORMS AND BIDDER'S CHECKLIST

Bids shall be made on the provided bid forms and must be submitted electronically at the time as stated in the Notice Inviting Formal Bids. All blanks in the bid forms must be appropriately filled in, in permanent ink or typed, and all prices must be stated in figures.

All bids must be submitted electronically through Quest CDN bearing the name of the Bidder, its address, point of contact, and the name of the project for which the bid is submitted. It is the sole responsibility of the Bidder to see that its bid is received before the time stipulated in the Notice Inviting Formal Bids. A Bid will not be accepted after the date and time designated in the Notice Inviting Formal Bids. QuestCDN will not allow receipt of bids after said date and time designated in the Notice Inviting Formal Bids or beyond any postponement dates. Owner shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form in the space provided and submit the bid proposal in pdf format as specified in the Notice Inviting Formal Bids.

The checklist shown below has been prepared and furnished as a courtesy to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals should include at a minimum, but are not limited to, the following:

ITEM	CHECKED
1. Proposal (Section 00310)	
2. Acknowledge Addenda (Section 00310)	
3. List of Subcontractors (Section 00310)	
4. Public Contract Code Questionnaire and Statements (Section 00310)	
5. Bidder's proof of DIR Registration and Contractor License	
6. CARB Certificates for Equipment	
7. Non-collusion Declaration (Section 00310)	
8. Power-of-Authority for Surety's Agent to execute Bidder's Bond	
9. Authority to sign Proposal if signature if is by agent other than officer of corporation, partner, or Owner	

10.0 BIDDER'S SIGNATURE AND AUTHORITY

If the bid is made by an individual; bidder's name, signature, and mailing and physical address must be shown. If the bid is made by a firm or partnership; the name and mailing and physical address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown. If the bid is made by a corporation; the bid shall show the name of the state under the laws of which the corporation is chartered, the name and mailing and physical addresses of the corporation, and the title of the person who signs on behalf of the corporation. If the bid is made by a corporation; a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished, showing the authority of the officer signing the bid, to execute Contract on behalf of the corporation. If the bid is made by a joint venture, the bid shall be signed by a representative of the sponsoring partner of the joint venture. Additionally, the bid shall include a copy of the resolution or agreement empowering the representative to execute the bid and bind the joint venture.

All signatures on the bid shall be in longhand. Signature stamps are unacceptable and shall not be used.

11.0 DESCRIPTION OF BID ITEMS

Please refer to Book 2 Special Provisions of the Contract Documents.

12.0 ERASURES AND CORRECTIONS

The bid submitted must not contain any erasure, interlinear additions, or other corrections unless each such correction is authenticated. Authentication may be made by affixing in the margin,

immediately opposite the correction, the signature of the person submitting the bid.

13.0 BID IRREGULARITIES

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modifications of the bid form which are not specifically called for in Section 00310 may result in rejection of the bid at the Owner's sole discretion. The Owner may treat all such bids as not being responsive to the Notice Inviting Formal Bids. The Owner, at its' sole discretion may consider no oral, telephonic or email modification of any bid submitted.

14.0 MODIFICATION OF BID

Upon written request, a bid already received may be modified or withdrawn at any time before the time established for receiving bids. The request must be executed by the Bidder or its authorized representative as described in Paragraph 00100-10.0, BIDDER'S SIGNATURE AND AUTHORITY. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid. Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission of bids. No bid may be withdrawn after the time established for receiving bids except as provided in Paragraph 00100-15.0, WITHDRAWAL OF BIDS.

15.0 WITHDRAWAL OF BIDS

In accordance with California Public Contract Code 5103, a bidder may withdraw its bid with the consent of the Owner. A Bidder desiring to withdraw its bid, after the time of opening the bids, shall give written notice to the Owner within five (5) days after opening of the Bids (excluding Saturdays, Sundays, or Owner holidays) of the alleged mistake.

The Bidder shall provide documentation in accordance with California Public Contract Code 5103. Bids cannot be changed because of mistake.

16.0 BID PROTEST

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a bid to the Owner for this project, the bidder agrees to comply with and to be bound by this procedure.

Any Bid protest must be submitted in writing to the Project Owner before 4:00 p.m. on the third (3rd) calendar day following Bid opening.

- A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.

- B. The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
- C. The protest must refer to the specific portion of the Contract Document which forms the basis for the protest.
- D. The protest must include the name, address and telephone number of the person representing the protesting party.
- E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- F. The Owner will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the Owner.
- G. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
- H. If the Owner determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.

17.0 ADDENDA

Addenda issued during the time of bidding shall become a part of the documents furnished bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgment in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

Addenda will be issued such that they should be received by each recipient of a complete set of Contract Documents no later than three (3) working days prior to the specified bid date. Addenda withdrawing the request for bids or postponing the bid deadline may be issued any time prior to the specified bid deadline.

18.0 BID GUARANTY

The bid form shall be accompanied by a bid guaranty bond provided by a surety company authorized to carry on business in the State of California with a minimum "A" rating with Best's Rating Guide for payment to the Owner in the sum of at least ten percent (10%) of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the Owner in the sum of at least ten percent (10%) of the total amount of the bid price. The bid guaranty bond shall be provided on the form included in Section 00310 PROPOSAL, of this Project Document. The amount payable to the Owner under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the Owner as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the Owner the required performance and payment bonds, evidences of insurance; and to enter into, execute, and deliver to the Owner the Agreement on the form provided herewith, within ten (10) calendar days after receiving written notice from the Owner that the award has been made and the Agreement is ready for execution.

The bid guarantees the three lowest Bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The bid guarantees will be returned to all but the lowest three responsive bidders upon written request from the Bidder. The bid guarantees from the lowest three bids will be available for return at the time they are considered null and void per terms of the Bid Guaranty Bond.

19.0 QUALIFICATION OF BIDDER

This section is not required for this project.

20.0 LOCAL BUSINESS LICENSE

The Contractor shall have a local business license for the work contemplated before the Contract can be executed. All subcontractors will be required to secure the appropriate local business license before they commence work on the project.

21.0 WORK PERCENTAGES

The Contractor shall perform at least fifty percent (50%) of the Contract Bid Amount. This portion of work shall encompass the performance of work by the Contractor's forces and equipment, the procurement of materials and equipment by the Contractor and field related general conditions required to support and supervise the construction effort. Subcontractors shall not be responsible for the performance of any work or procurement of materials or equipment within the above Contractor's work percentage allotment.

The value of the work subcontracted shall be determined by summing all of the percentages identified for the subcontractors listed in Section 00310. If the sum of such percentages exceeds fifty percent (50%), the Owner may treat the bid as nonresponsive and reject it on that basis.

22.0 SUBCONTRACTORS

In accordance with California Public Contract Code Section 4100, et seq., "Subletting and Subcontracting Fair Practices Act," each general bid shall have listed in Section 00310,

PROPOSAL, the name, California contractor license number, location of the place of business and the portion of work to be performed by each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid.

Failure to list subcontractors may render the bid non-responsive and may be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

Alternate subcontractors shall not be listed for the same work.

23.0 SOLE-SOURCED ITEMS AND SUBSTITUTIONS DURING BIDDING

Bidders are advised that, in accordance with Public Contract Code Section 3400, the Owner has made a finding that particular materials, products, things or services are designated by specific brand or trade names in order to match other materials, products, things or services in use or to obtain necessary items available only from one source. By listing a sole-source vendor, Owner has only identified a particular product the supply of which will conform to the Contract. Owner does not warrant in any respect the performance of any designated sole-source vendor. Owner shall not be responsible for, and Contractor shall not be excused for, any failure of a sole-source vendor to supply a conforming product in a timely fashion. Bidders shall refer to individual specification sections for specific requirements.

Contractors, manufacturers or suppliers of materials and equipment may offer an alternative product and request the alternatives to specified products be considered equal unless the Owner has sole-sourced a product in accordance with Public Contract Code 3400. Inclusion of such alternatives in the bid is the sole responsibility of the Contractor. Inclusion of the proposed alternative should only be considered if it is the Contractor's sole belief the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under Section 01330-11.0, **SUBSTITUTES OR "OR EQUAL" ITEMS AND PRODUCT OPTIONS**. If the material, equipment, process or article offered by the contractor is not, in the Owner's sole opinion, substantially equal or better in respect to that specified, then the contractor shall furnish that material, process or article specified or one that in the Owner's opinion is substantially equal or better in every respect.

24.0 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation may, however, submit sub-proposals or quote prices on materials to more than one bidder.

Pursuant to Public Contract Code Section 7106, Bidders shall execute and furnish with their bids

Section 00310, **NON-COLLUSION DECLARATION.** Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more than one bid for the proposed work may cause rejection of all bids in which that individual, partnership, corporation, or combination is interested.

25.0 SHEETING, SHORING AND BRACING

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted shall contain, in the bid item indicated, the amount included in its bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the Bidder warrants that its action does not convey tort liability to the Owner, the Design Consultant, the Construction Manager, and their employees, agents, and subconsultants.

26.0 WAGE RATES

Pursuant to provisions of the Labor Code Section 1770, et seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done.

Bidders shall promptly notify the Owner, in writing, of any and all classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

27.0 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by Section 4552, et. seq., of the California Government Code, in submitting a bid to the Owner, the Bidder offers and agrees that if the bid is accepted, it will assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the Owner pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Bidder.

28.0 ASSIGNMENT OF CONTRACT

Any attempted assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, is void unless such assignment has prior written approval of Owner, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

29.0 REJECTION OF BIDS

The Owner reserves the right to reject any and all bids and further reserves the right to reject any bids which are nonresponsive, incomplete, obscure, or irregular; any bids which omit a bid on any one or more items on which the bids are required; any bids in which unit prices are unbalanced in the opinion of the Owner; any bids accompanied by insufficient or irregular bid guaranty; and bids

from Bidders who failed to perform properly or complete on time past City projects.

The Owner also reserves the right to waive irregularities in a bid or bidding procedure.

30.0 EVALUATION OF BIDS AND AWARD OF CONTRACT

After the Proposals have been opened and read, they will be checked for accuracy and compliance with the Contract Documents. If a Contract is awarded, it will be to the lowest responsive, responsible, qualified Bidder whose bid complies with the specified requirements, as it may best serve the interests of the Owner. All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done. The selection of any or all alternates or bid schedules shall be at the sole discretion of the Owner. The Owner reserves the right to reject an unbalanced bid which is a bid having nominal prices for some bid items and enhanced prices for other bid items.

The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

Responsive Bidder: Means a Bidder who has submitted a Bid which conforms in all material respects to the Bidding Documents.

Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:

- A. Financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
- B. A record of integrity;
- C. A record of Successful Project Completions defined as:
 - 1. Completion of project on time and without liquidated damages.
 - 2. Completion of project without excessive defective work issues.
 - 3. Completion of project without excess claims or disputes issues;
- D. Qualified legally to contract with the OWNER, and;
- E. Has not failed to supply any necessary information in connection with the inquiry concerning responsibility.

In the evaluation of any bid, the Owner shall have the right to consider information provided by sources other than Bidder.

Within one hundred and twenty (120) days after the time of opening of the bids, the Owner will act either to accept a bid, to reject all bids or with the consent of the Bidders and their sureties to

extend the time in which the Owner may act. The acceptance of a bid will be evidenced by a Notice of Award of Contract in writing, delivered in person or by mail to the Bidder whose bid is accepted. No other act of Owner will constitute acceptance of a bid. The Award of Contract shall obligate the Bidder whose bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the Agreement in the form set forth in the Contract Documents. The Contract will require the completion of the work according to the Contract Documents.

Only one Contract will be awarded.

31.0 EXECUTION OF CONTRACT

The Agreement shall be executed by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within fifteen (15) calendar days after receiving written Notice of Award of the Contract. Time is of the essence in this regard. After execution by Owner, one copy of the Agreement shall be returned to Contractor.

The failure to execute the Contract Documents or to furnish the bonds or insurance required by these instructions within fifteen (15) calendar days after receiving written notice of the Award of the Contract constitutes default. In case of default, the Owner may, at its sole discretion, award the Contract to the next lowest Bidder or may re-advertise the project for new bids. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Owner for a refund.

If a Bidder to whom an award is made fails or refuses for any reason to execute the Contract or fails to furnish any or all of the required insurance or Contract Bonds in proper form, within the time stated, it is agreed and stipulated between Owner and the Bidder to whom any award is made that damage has been and will be sustained by the Owner. It is further agreed by the Owner and any and all Bidders that it will be impractical and extremely difficult to fully ascertain and determine the actual damage that the Owner will sustain by such delay. Therefore, the Owner and all parties who submit a Bid under the Notice Inviting Bids shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Owner by such delay under these circumstances and agree that the amount of the Bidder's bond or check is agreed to as the liquidated damages payable by such Bidder(s). This Bidder's bond or check will be collected and held by the Owner as the sole property of the Owner for full compensation for the damages suffered by the Owner as a result of the Bidder's failure to execute the Contract and furnish the Bonds and Insurance as required.

32.0 CONTRACT AND BONDS

The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond equal to one hundred (100%) of the Contract Price, the **WORKERS' COMPENSATION INSURANCE CERTIFICATE** in Section 00510 and evidences of required insurance. Said insurance and bonds shall be secured from a surety company satisfactory to Owner with a minimum "A" rating with Best's Rating Guide.

The form of Agreement, as provided in Section 00510 **AGREEMENT** which the successful Bidder as Contractor will be required to execute, and the forms of bonds, which it will be required to furnish, shall be carefully examined by the Bidder. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Payment Bond is to secure payment for those to whom the Bidder may become legally indebted for labor, materials, tools, equipment, or services of every kind used or employed by the Bidder in performing the work.

33.0 LIST OF RECIPIENTS OF FULL SETS OF CONTRACT DOCUMENTS

Bidders may obtain a current listing of all recipients of complete sets of Contract Documents. This list will also include all plan rooms that were sent Contract Documents. To obtain a list, call the City of Placerville Engineering Department at 530-642-5250 or email your request to cschiestel@cityofplacerville.org.

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

**SECTION 00310
PROPOSAL**

**To: CITY OF PLACERVILLE,
COUNTY OF EL DORADO,
STATE OF CALIFORNIA**

For the construction of

**SPRING STREET PAVEMENT REHABILITATION AND MOSQUITO ROAD
STABILIZATION PROJECT - PROJECT No. 41819 & 41907**

Bid Opening: July 30, 2020 at 2:00 p.m.

NAME OF BIDDER

POINT OF CONTACT

BUSINESS POST OFFICE BOX

CITY, STATE, ZIP

BUSINESS STREET ADDRESS

(PLEASE INCLUDE EVEN IF POST OFFICE BOX USED)

CITY, STATE, ZIP

TELEPHONE NO. AREA CODE ()

EMAIL

FAX NO. AREA CODE ()

The work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the California Department of Transportation Standard Plans and Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the work to be done are entitled:

**SPRING STREET PAVEMENT REHABILITATION AND MOSQUITO ROAD
STABILIZATION PROJECT - PROJECT No. 41819 & 41907**

Bids are to be submitted for the entire work, including additive alternates, if any. The amount of the bid for comparison purposes will be the total of all the base and optional bid items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this

purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimate quantity for the item. In case of discrepancy between the item price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimate quantity for the item and the price thus obtained shall be the unit price.
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of Cost.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the City of Placerville within eight days, not including Sundays and legal holidays, after the bidder has received notice from the City of Placerville that the Contract has been awarded, the City of Placerville may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Placerville.

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

CONTRACTOR'S BID AND BID PRICE SCHEDULE

**SPRING STREET PAVEMENT REHABILITATION AND MOSQUITO ROAD STABILIZATION
PROJECT No. 41819 & 41907**

Item No.	Caltrans Item Code	Item Description	Unit of Measure	Est'd Quantity	Unit Price (In Figures)		Item Total (In Figures)	
1	999990	Mobilization/Demobilization	LS	LS	\$		\$	
2	070030	Lead Compliance Plan	LS	LS	\$		\$	
3	120100	Traffic Control System	LS	LS	\$		\$	
4	130200	Prepare Water Pollution Control Program	LS	LS	\$		\$	
5	130620	Temporary DI Protection	EA	28	\$		\$	
6	check one: A <input type="checkbox"/> B <input type="checkbox"/>	Pavement Reconstruction (select one):	-	-	-	-	-	-
		Option A: 3" HMA/9" FDR-C	SY	13,862	\$		\$	
		Option B: 3.5" HMA/6" Class 2 AB	SY	13,862	\$		\$	
7	260203	Class 2 AB	CY	230	\$		\$	
8	377501	Slurry Seal (Type II)	SF	8,524	\$		\$	
9	390132	HMA	TON	764	\$		\$	
10	398200	2" AC Grind	SY	1,614	\$		\$	
11	398200	Conform Grind	SF	2,896	\$		\$	
12	398200	6' Wedge Grind	LF	1,043	\$		\$	
13		6" Digout (not including HMA)	SF	4,327	\$		\$	
14	398300	Remove Base and Surfacing	CY	365	\$		\$	
15		Shoulder Backing	SF	329	\$		\$	
16	641101	12" PP Pipe	LF	400	\$		\$	
17	700617	DI Marker	EA	4	\$		\$	
18	707225	48" SDMH	EA	1	\$		\$	
19		Install Type B DI	EA	1	\$		\$	
20		Install Type F DI	EA	3	\$		\$	
21		Connect to Existing SDMH	EA	3	\$		\$	
22		Connect to Existing DI	EA	2	\$		\$	
23		Clean 12" Storm Drain Pipe	LF	113	\$		\$	
24		Remove (E) DI	EA	4	\$		\$	
25	710132	Remove Storm Drain Pipe	LF	319	\$		\$	
26	710156	Remove SDMH	EA	1	\$		\$	
27		Cut and Cap SD Pipe	EA	2	\$		\$	
28		Remove & Replace Water Service	EA	7	\$		\$	
29	710212	Adjust Utility to Grade	EA	57	\$		\$	
	710214							
	710220							
30	731504	Vertical Curb & Gutter	LF	15	\$		\$	
31		Sawcut & Remove Vertical Curb	EA	1	\$		\$	
31	840502	Thermoplastic Traffic Stripe	LF	13,190	\$		\$	
32	840516	Thermoplastic Pavement Marking	SF	647	\$		\$	

TOTAL BASE BID AMOUNT \$ _____

Total Project Bid Amount for Item No.'s 1 through 32 shall be (spell out):

_____ **Dollars and**

_____ **Cents.**

SIGNATURE OF BIDDER

PRINT NAME AND TITLE OF BIDDER

(NOTICE: Bidder's failure to execute the questionnaires and statements contained in the Proposal as required by applicable laws and regulations, or the determinations by the City of Placerville based upon those questionnaires and statements, may prohibit award of the subject Contract to the Bidder.)

BIDDER'S PROOF OF DIR REGISTRATION

The Bidder agrees that its Proof of DIR Registration pursuant to Labor Code Section 1725.5 is attached hereto and made a condition of this bid.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California 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 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 spaces provided. The above Statement is part of the Proposal. Signing this Proposal on 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.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes No

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

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)**

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

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

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with the Business and Professions Code Section 7028.15, the Contractor hereby states, under penalty of perjury, that he/she is licensed in accordance with an act providing for the State of California registration of Contractors,

License No. _____, Classification(s) _____
Expiration Date _____

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, 10232, and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulation (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by title 23 United States Code Section 11 2 and Public Contract Code Section 7106 are true and correct.

Date: _____

SIGNATURE AND TITLE OF BIDDER _____

NAME OF FIRM _____

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH (\$ _____)", "CASHIER'S CHECK",
"CERTIFIED CHECK", OR "BIDDER'S BOND", AS THE CASE MAY BE)

in amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the forgoing proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

!(A copy of the afore-referenced license must be attached hereto)!

ADDENDA:

RECEIPT OF COPIES OF THE FOLLOWING ADDENDA(S) IS HEREBY ACKNOWLEDGED.

ADDENDUM NO. BIDDER'S SIGNATURE DATE ACKNOWLEDGED

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of

Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106 are true and correct.

The person or persons executing this Proposal on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the City of Placerville.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations, and certifications which are part of this Proposal.

Executed this _____ day of _____, 2019

at _____ County, State of _____

SIGN HERE ○ _____

Name and Title of Bidder _____

Name of Firm _____

***** END OF PROPOSAL *****

CITY OF PLACERVILLE

BIDDER'S BOND
! (this form MUST be used) !

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE

_____, as
PRINCIPAL, and

_____ as Surety are held and firmly bound unto the City of Placerville (Obligee) in the penal sum of TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL BID PRICE of the Principal above named, submitted by said Principal to the Obligee for the work, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of

\$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above-mentioned bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, on April 2, 2020 at 2:00 p.m. for the construction of the

SPRING STREET PAVEMENT REHABILITATION AND MOSQUITO ROAD STABILIZATION PROJECT - PROJECT No. 41819 & 41907

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the City of Placerville, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have set our hands and seals on this _____ day of _____ 2020.

SIGNATURES

(SEAL)

Principal

(SEAL)

Address:

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of acknowledgment.)

****END OF SECTION****

**SECTION 00500
NOTICE OF AWARD SAMPLE**

Date: _____

To: _____ (Name of Bidder)

Address: _____

Project: Spring Street Pavement Rehabilitation and Mosquito Road Stabilization Project

Project No.: 41819 & 41907

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Construction and completion of 12-inch storm drain main, installing drain inlets, removing and replacing storm drain manhole, residential water services and meters, slurry seal, AC grind, 6" digouts, pavement reconstruction, thermoplastic traffic striping and thermoplastic pavement markings. Work includes, but is not limited to: soil excavation, rock excavation, backfilling, concrete, pipefitting, pipe abandonment, manhole and drain inlet removal, pressure testing, disinfection, connections to existing City facilities, site restoration, full depth reclamation with cement, grading, compaction, paving, material testing, patch paving and trench paving, and all other work required in the Contract drawings. The contractor shall be Class "A" licensed.

(Indicate total Work, alternates or sections of Work awarded.)

The Contract Price of your Contract is _____ Dollars (\$_____).

Two (2) copies of each of the proposed Section 00510, Agreement for Construction accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to City of Placerville – Engineering Department two (2) signed copies of the Agreement, as found in Section 00510, leaving the date blank.
2. Deliver with the Agreement an appropriate Certificate of Authorization.
3. Deliver with the Agreement the Contract Bonds as specified in Section 00100, INSTRUCTIONS TO BIDDERS.
4. Deliver with the Agreement a signed Certification of Drug-Free Workplace found in Section 00640.
5. Deliver with the Agreement a signed Workers' Compensation Insurance Certificate found in Section 00645.

6. Deliver with the Agreement all required original Insurance Certificates and endorsements as required in the City of Placerville Special Provisions.
7. Other conditions precedent: NONE

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten (10) calendar days after you comply with the above conditions, Owner will return to you one fully executed Agreement for your records.

CITY OF PLACERVILLE

By: _____

Its: _____

Copy to: Owner's Representative
 Construction Manager
 City Engineer

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

**SECTION 00510
SAMPLE CONTRACT (AGREEMENT)**

**CITY OF PLACERVILLE
SPRING STREET PAVEMENT REHABILITATION AND MOSQUITO ROAD STABILIZATION
PROJECT No. 41819 & 41907**

THIS AGREEMENT ("Agreement") approved by the City Council this day of _____, in the year of 2020, made and concluded, in duplicate, between the CITY OF PLACERVILLE, a political subdivision of the State of California, by the Engineering Department hereinafter called "City," and _____ hereinafter called "Contractor."

WITNESSETH:

WHEREAS, City has caused the above-captioned project to be let to formal bidding process, and

WHEREAS, Contractor has duly submitted a bid response for the captioned project upon which City has awarded this contract;

NOW, THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

Article 1. THE WORK

The Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) and all work described in the City's Contract Documents entitled:

**SPRING STREET PAVEMENT REHABILITATION AND MOSQUITO ROAD STABILIZATION
PROJECT No. 41819 & 41907**

The project is located in the City of Placerville in El Dorado County in the State of California. The Work to be done is shown on the Plans, described in the Special Provisions.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractors Listing, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Bidder's Bond; the Contract which includes this Agreement, Workers Compensation Certificate, Performance Bond, and Payment Bond; the drawings listed and identified as the Project Plans; the Special Provisions and all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Department of Industrial Relations to be in effect on the date the Work is accomplished; and all the obligations of City and of Contractor which are fully set forth and described therein; all Contract

Documents which are hereby specially referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall

take precedence.

Article 3. COVENANTS AND CONTRACT PRICE

The City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. The City shall pay the Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in the Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit "A".

Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to the Special Provisions.

The City and the Contractor recognize that time is of the essence of the Agreement and that the City will suffer financial loss if the Work is not completed within the time specified in the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with the Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the sum of three thousand dollars (\$3,000.00) for each calendar day the Work remains uncompleted after the time specified herein for the completion of the Work.

Article 5. INDEMNITY

To the fullest extent of the law, the Contractor shall defend, indemnify, and hold the City and its employees, agents, and consultants harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of City employees, or damage to property, or any economic consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, subcontractors or employee of any of these, except the active, or sole, negligence of the City, its officers and employees, where expressly prescribed by statute.

City shall hold harmless, defend and indemnify Contractor, its partners, officers, employees and agents from and against all claims, liabilities, damages, losses, fines, penalties and expenses including attorney fees which actually or allegedly arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the City except where caused by the active negligence, sole negligence, or willful misconduct of Contractor its partners, officers, employees and agents. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify City.

The duty to indemnify and hold harmless the City specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of the Contractor are separate, independent obligations under the Contract Documents, and the provision of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way

limiting, the insurance obligations set forth in the Contract Documents.

Article 6. GUARANTEES

Contractor shall repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to the City, ordinary wear or tear and unusual abuse or neglect excepted, during the term of the contract and for a period of one year from the date of final accept the Work.

Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to contractor work performed under this Agreement at no expense to the City during the term of this Agreement and for a period of one year from the date of final acceptance of the Work.

The parties agree that this guarantee and the rights and obligations accruing therefrom shall be in addition to, and not by way of limitation in any manner whatsoever to, the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of Contractor's failure to comply with the above mentioned conditions within ten (10) calendar days after being notified in writing by the City, Contractor hereby authorizes City to proceed to have said defects repaired and made good at Contractor's expense, and Contractor will honor and pay all costs and charges therefore upon written demand.

Article 7. DISPUTES RESOLUTION

- a. **CONTINUE WORK DURING DISPUTE:** In the event of any dispute between the City and the Contractor, the Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by the City, and the dispute shall be resolved by a court of law after completion of the Work. However, all disputes must be submitted by Contractor in accordance with subsequent provisions of this section.
- b. **CITY'S REVIEW OF CLAIM:** The City shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and within the time stipulated in subsection "c" herein, render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of the City shall be made final and conclusive except as is otherwise provided herein.
- c. **REQUIREMENTS FOR FILING A CLAIM:** For any Claim Subject to this section, the following requirements apply: The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 1. For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any claim within 45 days of the receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 2. For claims of fifty thousand dollars (\$50,000) or more, but less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of the receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or

relating to defenses or claims the City may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant. The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for the settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 4. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For the purpose of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits a written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer conference.
- d. CLAIMS EXEMPT FROM REVIEW: The procedures and remedies provided in this Article 7 do not apply to:
1. Any claims by the City.
 2. Any claims for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.
 3. Any claim or dispute relating to stop payment requests or stop notices.
 4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.
- e. PROCEDURE TO RESOLVE CIVIL CLAIMS: The City and Contractor shall follow procedures established for all civil actions filed to resolve claims pursuant to Section 20104.4 of the Public Contract Code.
- f. PAYMENT OF UNDISPUTED PORTION OF CLAIM: Payment by City of undisputed portion of claim; interest on arbitration award or judgment.
1. City shall pay such portion of a claim which is undisputed except as otherwise provided in the Contract.
 2. In any suit filed under Section 20104.4, of the Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
- g. SUIT IN EL DORADO COUNTY ONLY: Any litigation arising out of this Contract shall be brought in El Dorado County and the Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

Article 8. ASSIGNMENT OF ANTITRUST ACTIONS

In entering into a public works contract or a subcontract to supply goods, services, or

materials pursuant to a public works contract the contractor or subcontractor offers and agrees to assign the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

Article 9. TERMINATION BY OWNER FOR CONVENIENCE

The City reserves the right to terminate the Contract at any time upon determination by the City's Representative that termination of the Contract is in the best interest of the City. City shall issue the Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by the City, and (6) cleanup of the site.

If the Contract is terminated for the City's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of City, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by City, and without profit, for all work performed to secure the project for termination.

Article 10. TERMINATION BY OWNER FOR CAUSE

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the City's Representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its Surety a minimum of 10 days from delivery of a written termination notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies the City may have, if the Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified,

or fails to maintain a work program which will ensure the City's interest, or, if the Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon the Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If the Contractor or its Surety does not comply with such notice within 5 days after receiving it, or after starting to comply, fails to continue, the City may exclude it from the premises and take possession of all material and equipment, and complete the Work by City's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within 5 days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City.

If the Surety assumes any part of the Work, it shall take the Contractor's place in all respect for that part and shall be paid by the City for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Contract.

The provisions of the section shall be in addition to all other rights and remedies available to the City under law.

If after notice of termination, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

Article 11. WORKERS COMPENSATION CERTIFICATION

Contractor warrants and represents that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that Code. Pursuant to the provisions of California Civil Code sections 1860, 1861, and prior to commencement of work, the Contractor shall sign and file with the City Project Administrator a certification in the form prescribed in section 1861.

Article 12. WARRANTY

The Contractor warrants to the City that materials and equipment furnished for the Work will be good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the work will conform with and to the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full, less retention, by the City for all labor, services, equipment and material furnished to the City on the _____(name of Project) located at _____and does hereby waive and release the City, its officers, agents, and employees, from all claims and liability to the Contractor arising out of, or in any way connected with, the Contract, except for the disputed contract claims specified below:

Notice of Disputed Claim Amount of Claim

\$ _____

Date

Name, Title

Name of Contractor

Article 13. RETAINAGE AND FINAL PAYMENT

The retention from payment is set forth in Section 8 “Measurement and Payment” of the Standard of the Special Provisions. The Contractor may elect to receive 100 percent of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with the City, in accordance with, and as set forth in Section 22300 of the Public Contract Code.

Final Payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the City with a signed written release of all claims against the City arising by virtue of the Contract. The Contractor, from the operation of the release, may specifically exclude disputed Contract claims in stated amounts. The release shall be in substantially the following form:

Article 14. AUTHORIZED SIGNATURES

The parties hereto represent that the undersigned individuals executing this Agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

IN WITNESS WHEREOF, the said Engineering Department of the City of Placerville, State of California, has caused this Agreement to be executed by the City Council of the City of Placerville, in its behalf, and the said Contractor has signed this Agreement the day and year written below.

CITY OF PLACERVILLE

City Manager, City of Placerville

Dated

CONTRACTOR

Name of Company

Dated

By _____
Authorized Representative

License No.

Federal Employer Identification No.

NOTE: If Contractor is a corporation, the legal name of the corporations shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that they are appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of City. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the City prior to signing this document.

Mailing Address:

Business Address: _____

City, Zip: _____

Phone: _____

Fax: _____

ATTACHMENT: EXHIBIT "A", Contractors Bid and Bid Price Schedule

END OF CONTRACT

**INSERT EXHIBIT A
TO THE CONTRACT AGREEMENT
(ATTACH CONTRACTOR'S BID AND PLAN SCHEDULE)**

**CITY OF PLACERVILLE
COUNTY OF EL DORADO, STATE OF CALIFORNIA
ENGINEERING DEPARTMENT**

PAYMENT BOND

Bond No. _____

WHEREAS, the City of Placerville, Engineering Department, hereafter referred to as "Obligee", has awarded to Contractor _____ hereafter referred to as "Principal" a contract for the work described as follows:

**Spring Street Pavement Rehabilitation and Mosquito Road Stabilization
PROJECT No.: 41819 & 41907**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof: NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of _____ Dollars (\$ _____) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is said Principal or its subcontractors shall pay any of the persons named in Civil Code Section 3181, or amounts required to be deducted, Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees or the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20_____.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

PRINCIPAL	
SURETY	
ATTORNEY-IN-FACT	

NOTE: Signatures of those executing for the surety must be properly acknowledged and a Power of Attorney attached.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of _____.

On this _____ day of _____ in the year of _____, before me
_____, personally appeared
_____, personally known to be (or proved to me on
the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument
as the attorney in fact of _____, and
acknowledged to me that he subscribed the name of the said company thereto as surety, and his
own name as attorney-of-fact.

(SEAL)

Notary Public

Bond No. _____

**CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA
ENGINEERING DEPARTMENT
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT, that we,
the Contractor in the Contract hereto annexed, as Principal, and
_____ as Surety, are firmly bound unto the City of Placerville, a
Political Subdivision of the State of California, hereinafter called the "Obligee" in the sum of
_____ DOLLARS (\$_____) lawful
money of the United States, for which payment, well and truly to be made, we bind ourselves,
jointly and severally, firmly by these present.

Signed, sealed and dated:

The condition of the above obligation is that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **Spring Street Pavement Rehabilitation and Mosquito Road Stabilization Project - Project No. 41819 & 41907** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void,; otherwise bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension or time, alteration of addition to the terms of the Contract or to the work.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court. This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty of improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to of for the use of any person other than the Obligee named herein.

Dated: _____, 20_____.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the surety must be properly acknowledged and a Power of Attorney attached.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of _____.

On this _____ day of _____ in the year of _____, before me
_____, personally appeared
_____, personally known to be (or proved to me on
the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument
as the attorney in fact of _____, and
acknowledged to me that he subscribed the name of the said company thereto as surety, and his
own name as attorney-of-fact.

(SEAL)

Notary Public

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

**SECTION 00550
NOTICE TO PROCEED**

Date: _____

To: _____
(Name of Contractor)

Address: _____

Project: Spring Street Pavement Restoration and Mosquito Road Stabilization Project

Project No.: 41819 & 41907

You are notified that the counting of Contract Time under the above contract will commence to run on _____ . On that date, you are to start performing your obligations under the Contract Documents. In accordance with Section 00800-1.1, **Time Allowed for Completion**, the date of Substantial Completion _____ .

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program as required by California Code of Regulations, Title 8, General Industry Safety Orders and other related regulatory requirements.
2. Submit copies of applicable permits (Example: Cal OSHA Annual Trench Excavation Permit) Submit approved fire protection plan, if applicable
3. Attend Pre-Construction conference.

CITY OF PLACERVILLE

By: _____

Its: _____

Copy to Owner's Representative Construction Manager Engineer

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

SECTION 00640

**CITY OF PLACERVILLE
3101 CENTER STREET
PLACERVILLE, CA 95667**

CERTIFICATION OF DRUG-FREE WORKPLACE

PROJECT: SPRING STREET PAVEMENT REHABILITATION AND MOSQUITO ROAD
STABILIZATION PROJECT

CONTRACT NO.: 41819 & 41907

KNOW ALL PERSONS BY THESE PRESENTS: that _____

(Contractor) has reviewed and understands the Substance Abuse Policy of the City of Placerville and hereby expressly agrees, pursuant to and in furtherance of the City’s policy, to maintain a Substance Abuse Policy at the site and take such necessary acts and/or measures to maintain a Drug-Free Workplace at the site. It is further agreed that the use, manufacture, distribution, dispensing or possession of illegal drugs by the Contractor or any person under the control of the Contractor (including, but not limited to subcontractors, their employees, mechanics and suppliers entering the City’s premises) or while conducting business with the City of Placerville shall constitute a breach of contract between the City of Placerville and Contractor and shall give rise to any and all remedies available to the City of Placerville in the event of a breach of Contract, including the termination thereof.

SIGNED AND SEALED this ____ day of _____, 2019.

SEAL

Principal

Signature of Principal

Title of Signatory

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

SECTION 00645

**CITY OF PLACERVILLE
3101 CENTER STREET
PLACERVILLE, CA 95667**

WORKERS' COMPENSATION INSURANCE CERTIFICATE

PROJECT: SPRING STREET PAVEMENT REHABILITATION AND MOSQUITO ROAD
STABILIZATION PROJECT

CONTRACT NO.: 41819 & 41907

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the Owner the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Name of Contractor

Signature

Title of Signatory

Date (month/day/year)

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

SECTION 00800

SUPPLEMENTARY CONDITIONS

1.0 MODIFICATIONS TO THE SPECIAL PROVISIONS

1.1 Time Allowed for Completion

The following milestone completions, substantial completion, and final completion contract times shall be completed within the number of consecutive working days from the date established in the Notice of Proceed for the commencement of Contract Time.

Milestones

Contractual Completion Event

Completion Time

Substantial Completion – Placement of new water services tested, disinfected, accepted by City, and connected to the existing system. Old facilities abandoned or removed (per plan and specifications). New storm drain, manholes, and drain inlets installed. All new water, storm drain, and sewer facilities in use, all paving rehabilitation completed, striping completed.

75 Working Days from Commencement

Final Completion

30 calendar days after Substantial Completion Notification

Liquidated Damages

\$3,000 per working day

1.2 Liquidated Damages

For the period of time that any portion of the work remains unfinished after the time fixed for an interim milestone and/or Substantial Completion in Section 00800-1.1, **Time Allowed for Completion**, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the damages listed below.

1.3 Weather Days

No weather days are included as part of this project.

1.4 Contract Administration

The following project representatives are hereby designated by the Owner:

A. Name of Owner Representative: Cory Schiestel, Associate Civil Engineer

All communications to and from the Contractor shall be routed through the Owner. Wherever the Contract Documents indicate that the Contractor shall contact or notify the Engineer, Architect, Soils Engineer, Structural Engineer, etc., the Contractor shall route such communication through the Owner except when otherwise explicitly approved by the Owner.

2.0 **LIABILITY AND INSURANCE**

2.1 Insurance

Within ten (10) days after notice of award of the Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required, **LIABILITY AND INSURANCE**, and submit coverage verification for approval by the Owner prior to the Owner's execution of the Contract. The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the Owner. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof. In addition, the Commercial General Liability insurance shall be maintained for a minimum of one (1) year after final completion and acceptance of the Work.

The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor, except Builder's Risk Insurance, has been obtained and verified by the Contractor and submitted to the Construction Manager for the Owner's review and records. Subcontractors shall furnish original certificates and required endorsements as verification of insurance coverage. The insurance liability limits specified in

LIABILITY AND INSURANCE, shall also apply for all subcontractors listed on the Subcontractor Listing included in Section 00310, The Contractor shall designate the required insurance liability limits for all other subcontractors.

Companies writing the insurance under this article shall be licensed to do business in the State of California or be permitted to do business under the Surplus Line Law of the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A - :VII.

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

Contractor shall include all costs for insurance in its bids.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, the Engineer, The City of Placerville and the Construction Manager, and their officers, officials, employees, agents and volunteers. Any insurance or self- insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Any failure of the Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, the Engineer and the Construction Manager and their officers, officials, employees, agents or volunteers.

The Contractor shall take out, pay for, and maintain throughout the duration of this Contract and for such additional periods as more specifically required herein the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees, subcontractors, suppliers, vendors or materialmen, of any tier.

2.1.1 Commercial General Liability and Automobile Liability Insurance - This insurance shall protect the Contractor from claims for bodily injury, personal injury and property damage which may arise because of the nature of the work or from operations under this Contract. The Commercial General Liability Insurance shall be maintained for one (1) year after final completion and shall provide coverage on an occurrence basis. Coverage shall be at least as broad as ISO forms CG 0001 10 93 and CA 0001 12 93.

a. Additional Insureds - The Commercial General Liability and Automobile Policies of insurance shall include as additional insureds or be endorsed to contain the following provisions: the City of Placerville, the Engineer and Construction Manager, and their officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor and or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City of Placerville, its officers, officials, employees, agents or volunteers; the Engineer, the Construction Manager and each of their partners, officers, officials, employees, agents

and volunteers and coverage provided to such additional insured. This policy shall provide coverage to each of the said insureds with respect to said work. Said policy shall provide primary coverage to the full limit of liability stated in the declarations. If an additional insured endorsement is used, it shall provide coverage as least as broad as either ISO form CG 20 10 11 85 or the combination of CG 20 10 10 01 plus 20 37 10 01.

b.(1) Amount of Coverage(General Contractor)- The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$1,000,000 on account of any one occurrence for bodily injury and property damage, \$1,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$5,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. The Commercial General Liability and Automobile Liability Coverages shall include per project aggregates in the above amounts equivalent to ISO form CG 25 03 11 85.

b.(2) Amount of Coverage (SUBCONTRACTORS LISTED IN PROPOSAL) - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$1,000,000 on account of any one occurrence for bodily injury and property damage, \$1,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$5,000,000, and 5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident arising out of the ownership, maintenance, or use of any owned or non-owned vehicles.

c. Subcontractors – The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have its subcontractors named as insureds in the Contractor's policy, but the policy shall protect the Contractor from contingent liability which may arise from operations of its subcontractors.

d. Included Coverage - The above Commercial General Liability insurance shall also include the following coverages:

Premises - Operations

Independent Contractors

Products - Completed Operations

Personal Injury - (False Arrest, Libel, Wrongful Eviction, etc.)

Advertising Injury

Broad Form Property Damage, Including, Completed Operations

Separation of Insureds/Cross-Liability Provision

Duty to Defend all Insureds

Deletion of any Limitation on Coverage for Bodily Injury or Property Damage Arising out of Subsidence or Soil or Earth Movement

Separate Aggregate - A provision that the annual general aggregate and the products and completed operations annual aggregate shall apply separately to each project for which Contractor provides services away from premises owned by or rented to Contractor.

XCU - (Explosion, Collapse, Underground Damage) XCU may be deleted when not applicable to operations performed by the Contractor or its subcontractors.

Blanket Contractual Liability

- e. Umbrella Policy - Contractor may use an umbrella or excess policy to meet the limits requirement of Section 2.1.1.b(1). However, any such umbrella/excess policy must be approved by the Owner and maintain a A.M. Best Rating of no less than A - :VII.
- f. Professional Liability Coverage - The Engineer shall maintain, for the entire duration of this contract, such errors and omissions insurance as shall protect it from claims based on negligent errors, or omissions, which may arise from the Engineers operations under this contract, whether such operations be by the Engineer or by its employees, subcontractors, consultants or anyone else directly or indirectly employed by any of the foregoing. The amount of this insurance shall not be less than \$1,000,000.

2.1.2 Workers' Compensation Insurance - In accordance with the provisions of Article 5, Chapter

1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the Owner, satisfies the Owner of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and shall comply with such provisions and have Employers' Liability limits of \$1,000,000 per accident and per employee, and in the aggregate for injury by disease, before commencing the performance of the work of this Contract.

Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall submit written evidence that the Contractor has obtained for the period of the Contract Workers' Compensation and Employer's Liability Insurance as required for all persons whom it employs or may employ in carrying out the work under this Contract. Such evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the Owner, its officers, officials, employees, agents and volunteers, the Engineer, the Construction Manager and their agents, consultants and employees which might arise by reason

of any payment under the policy. This insurance shall be in accordance with the requirements of the most current and applicable State Workers' Compensation Insurance Laws.

2.1.3 Builder's Risk Insurance - Not Required

2.1.4 Contractor's Pollution Legal Liability – Not Required

2.1.5 Proof of Coverage - Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall furnish the Owner with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and additional insured endorsements. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on general liability and automobile liability endorsement forms acceptable to the Owner. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by the Owner before work commences. Except for the waiver of subrogation rights endorsements, as required under Sections 00800-2.1.2 and 00800-2.1.3, no other endorsements are required for Workers Compensation or Builder's Risk Insurance. Such certificates of insurance shall provide that the insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein, at least thirty (30) days prior to the expiration date of any such insurance.

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

In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, Owner, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

2.1.6 Indemnification

A. Contractor shall indemnify, defend with counsel acceptable to Owner and hold harmless to the full extent permitted by law, Owner, Caltrans, the Engineer and the Construction Manager, and their officers, officials, employees, agents and volunteers, (collectively "the Indemnified Parties"), from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Work or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the Indemnified Parties. Such indemnification by the Contractor shall include, but not be limited to, the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its subcontractors, employees, or agents in the

- performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor, its employees, or agents;
2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's, or Supplier's own employees, or agents engaged in the Work resulting in actions brought against the Indemnified Parties;
 3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the Contractor, its subcontractors, employees, or agents;
 4. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement.
 5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor, its subcontractors, employees, or agents;
 6. Liability or claims arising directly or indirectly from the willful misconduct of the Contractor, its subcontractors, employees, or agents;
 7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the Contractor;
 8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the Contractor, Subcontractors, Suppliers, or any of their employees or agents, and;
 9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the Indemnified Parties, their consultants, subconsultants, and the officers, directors, employees, agents and volunteers of each or any of them, to the extent caused by the Contractor's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous hereto or its performance of the Work thereon.
 10. Liability arising directly or indirectly from exposure to hazards in violation of the California Labor Code that may be asserted by any person or entity, including, but not limited to, the Contractor, arising out of or in connection with the negligent activities of the Contractor, its agents, employees or p pursuant to this Contract, whether or not there is concurrent negligence on the part of the Indemnified Parties.
- B. The Contractor shall reimburse the Indemnified Parties for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said Indemnified Parties in enforcing the provisions of this Paragraph.
- C. The indemnification obligation under this Section 00800-2.1.6 shall not be limited in any way by any limitation on the amount or type of insurance carried by Contractor or by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. Pursuant to California Public Contract Code Section 9201, Owner shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

- E. The Contractor's obligations pursuant to this provision will survive the expiration or earlier termination of this Contract.
- F. In the event the Contractor enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, state or other governmental agency which owns or has any interest in such adjacent property. The form and content of such indemnification agreement shall be approved by the Owner and the City of Placerville prior to commencement of the work on or about such property. Contractor also shall indemnify the Owner, the City of Placerville, the Engineer and the Construction Manager, and their officers, officials, employees, agents and volunteers, as provided above.

2.1.7 Injury or Illness Reports - The Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the listing of said report on the OSHA Log during the prosecution of the work under this Contract. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of injury involving any subcontractor on this project.

2.1.8 Notification of Insurance Companies - The Contractor shall advise all insurance companies to familiarize themselves with all of the Conditions and provisions of this Contract, and they shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Indemnified Parties, under the terms of this Contract, and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

2.2 Insurance During Guarantee Period

For all work the Contractor or its subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in force and be maintained for one (1) year after final completion.

2.3 Third Party Insurance Requirements

Contractor shall ensure that the insurance it obtains in accordance therewith complies with all requirements mandated by each permitting agency from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Party(ies)"). To the extent there is a conflict between the Third Party(ies)'s Insurance Requirements and those set forth by the Owner in Section 00800 - SUPPLEMENTARY GENERAL CONDITIONS, the requirement(s) providing the more protective coverage for both the Owner and the Third Party(ies) shall control and be purchased and maintained by Contractor.

Contractor shall be responsible to determine what insurance requirements exist as a condition precedent to obtaining permit(s) for the Work, if any. Contractor shall be solely responsible for any delay(s) arising from its failure and/or its Subcontractors' failure to timely obtain all required insurance.

All required third party insurance shall be submitted to the Owner at the same time Contractor submits all other contractually required insurance, which is no later than fifteen (15) days after Notice of Award, unless otherwise agreed to in writing by the Owner prior to this deadline.

Bidders are encouraged to contact the applicable local agency(ies) prior to Bid in determining all applicable permits, and related insurance requirements, for this Project.

3.0 SUBSTANTIAL COMPLETION

Substantial Completion of the Project is required by Section 00700. When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor must certify in writing to the Owner that the Work is substantially complete and request that the Owner grant Substantial Completion. Within 5 Working Days, the Owner and the Contractor must inspect the Work to determine the status of completion. If the Owner does not consider the entire Work, or a specific portion of the Work, substantially complete, the Owner will notify the Contractor in writing, giving the Owner's reasons. If the Owner considers the entire Work, or a specific portion of the Work, substantially complete, the Owner will grant substantial completion. The counting of time for liquidated damages will cease for the entire Work, or a specific portion of the Work, on the date substantial completion is granted, but substantial completion does not bind the City to formal acceptance or relieve the Contractor of the responsibility for completing or correcting work. Unless otherwise specified in the Special Provisions, the entire Work, or a specific portion of the Work, will be considered substantially complete when all work depicted on the contract drawings and required by the Contract Documents has been performed, and the Work can be used for its intended purpose. Only minor corrective work will be allowed to be considered as punch list work. The Agency will provide a list of items to be completed or corrected (punch list) before Final Completion. The Contractor must provide the level of effort and resources necessary to complete the punch list within 30 Calendar Days. Unless otherwise agreed to by the Owner, the Owner is authorized to perform the work if the contractor fails to complete the punch list within 30 Calendar Days. Costs incurred by the City to correct defects or deficiencies, including loss of use, inspection and administrative costs, will be deducted from the final project payment via a deductive change order.

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

SECTION 01060 REFERENCES

1.0 CODES AND STANDARDS

Whenever reference is made to a code or standard, it means the latest edition in effect the date that the Contract Documents are dated. Where codes, standards and reference documents are referred to in the Contract Documents, the Contractor may submit a written request to the Construction Manager for assistance in locating such documents. Within three days of receipt of such request, the Construction Manager or the Engineer will notify the Contractor as to where the document(s) can be reviewed.

2.0 DEFINITIONS OF WORDS AND TERMS

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

The Contract Documents include the terms “as allowed,” “as approved,” “as ordered”, “as directed” or terms of like effect or import to authorize an exercise of professional judgment by the Owner, Construction Manager or Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of the Owner, Construction Manager or Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Owner, Construction Manager or Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority contrary to the provisions of the Contract Documents.

Acceptance, Final Acceptance: Formal action of the City of Placerville’s City Council in determining that the Contractor’s work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work.

Acts of God: “Acts of God” shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

Agreement: The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

Allowance: “Allowance” shall mean an amount of money set aside under the Contract for a special purpose identified and defined in the Contract Documents.

Application for Payment: The form acceptable to Owner's Representative which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Bid: Offer of a bidder submitted on the prescribed forms setting forth prices of the work to be performed.

Bidder: Any Individual, partnership, corporation, or a combination thereof, includes joint ventures who meet the requirements of the Contract Documents and offer a bid to perform the Work. The term "Successful Bidder" is the lowest responsible Bidder submitting a responsive Bid to whom the Owner (on the basis of Owner's evaluation as provided for in the Contract Documents) makes an award.

Bidding Documents: The Bidding Requirements and the proposed Contract Documents (including all Addenda).

City: Refers to the City of Placerville.

Clarification Letter: A Clarification Letter is issued by the Construction Manager to address the clarification of Contract issues raised by the Construction Manager, Engineer or Owner.

Claim: A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

Completion: The word completion shall indicate substantial completion. See Substantial Completion.

Construction Manager: The person designated, in writing, by the Owner to act as its representative at the construction site and to perform administrative functions relating to this Contract. The Construction Manager may also furnish inspection services as provided by the Contract. All contact by the Contractor with the Owner shall be through the Construction Manager.

Contract: The entire and integrated written agreement between the City and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Change Order.: A document which is signed as recommended by Owner's Representative, signed by Contractor, and signed by Owner's Director of Technical Services, which authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

Contract Document: The words "Contract Documents" shall mean any or all of the following items, as applicable:

Notice Inviting Formal Bids
Instructions to Bidders
Bid Form and Bid Schedule
Designation of Subcontractors
Agreement
Performance Bond
Payment Bond
Guaranty Bond
General Conditions
Supplementary General Conditions
General Requirements Specifications
Drawings
Addenda, if any
Executed Change Orders, if any
Field Orders
Permits

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

Contract Price (also referred to as Contract Amount): The amount payable to the Contractor under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time: The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Construction Manager's written recommendation of final payment.

Contractor: The individual partnership, corporation, or combination thereof including joint venturers who enter into the Contract with the Owner for the performance of the Work. The term "Contractor" means the Contractor or his authorized representative. The term "Contractor" also covers subcontractors, subtier subcontractors, consultants, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment: Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Corrective Work Item List: List of incomplete items of work, incomplete administrative requirements and items of work which are not in conformance with the Contract, prepared by the Construction Manager and issued to the Contractor as an attachment to the response to the Contractor's notification of Substantial Completion.

County: Refers to the County or Counties where the Project is located.

Days: The word "Days" shall mean calendar days, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise. The day shall be 24 hours measured from midnight to the next midnight.

Defective: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

A. does not conform to the Contract Documents, or

B. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

C. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with the Contract Documents).

Engineer: The engineer or architect designated by the Owner to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them. The Engineer may also furnish inspection services as provided by the Contract.

Direct: Action of the Owner or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Contract.

Drawings. Also referred to as "Plans": That part of the Contract Documents consisting of the graphical and technical requirements of the Contract as included on the plan sheets. Drawings, or reproductions thereof, show the location, character, dimensions and details of the work to be done. Shop drawings and other Contractor submittals are not Drawings as so defined.

Engineer: The person or firm designated as Engineer with authority is defined in the Contract Documents.

Engineer Field Directive: Written documentation of the actions of the Owner or Construction Manager in directing the Contractor. Also referred to as a Directive.

Field Order: A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis or a lump sum cost agreed to between Owner and Contractor.

Final Completion: The date when the Work is 100% complete, including completion and acceptance of all punch list corrections, as certified by the Owner.

Final Inspection List: List of materials, equipment, workmanship, or administrative requirements which are not in conformance with the Contract. The list shall be prepared by the Construction Manager and submitted to the Contractor following the Contractor's notice of completion of the Work, including all items on the Punch List.

Furnish: The word "furnish" when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

General Conditions: Documents 00700, SPECIAL PROVISIONS, and 00800, SUPPLEMENTARY CONDITIONS, which form the part of the Contract Documents representing the general clauses that establish how the Project is to be administered.

Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6906) as amended from time to time.

Herein: Refers to information presented in the Contract Documents.

Holidays: Legal holidays shall include the following holidays designated by the Owner: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

Install: The work "install" when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment, complete and ready for intended use.

Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

May: "May," wherever or in whatever manner used, refers to permissive actions.

Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date of a separately identifiable part of the Work or a period of time within which the separately identifiable part of the Work should be performed prior to Substantial Completion of all the Work.

Notice of Award: The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

Notice of Completion: A form signed by the Owner's Representative recommending to the Owner that the Work is 100% complete, including completion and acceptance of all punch list

corrections and fixing the date of the Final Completion. After acceptance of the Work by the Owner's governing Board, the form is signed by the Owner and filed with the County Recorder.

Notice to Proceed: A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

Owner: The word "Owner" refers to the City of Placerville, the governing body of which is termed the "City Council" or "Council". The word "City" shall also mean "Owner".

Owner Representative: The person designated in writing by the Owner to act as its agent on specified matters relating to this Contract. The Owner's Representative is an employee or agent of the Owner who has been designated to represent the Owner.

Paragraph: For reference or citation purposes, a paragraph shall refer to the paragraph, or paragraphs, called out by paragraph number and alphanumeric designator.

Perform: Refer to "Provide."

Person: The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Plans: See "Drawings."

Progress Schedule: A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

Project: The total construction of which the Work to be provided under the Contract Documents, may be the whole, or a part thereof as indicated elsewhere in the Contract.

Project Manual: The bound documentary information prepared for bidding and constructing the work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the Table of Contents.

Provide: The words "provide" or "perform," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in context clearly requiring an obligation of Contractor, "provide" is implied.

Punch List: List of incomplete items of Work, incomplete administrative requirements and items of Work which are not in conformance with the Contract, prepared by the Construction Manager and issued to the Contractor as an attachment to the Certificate of Substantial Completion.

Request for Information: Also referred to as "Request for Clarification". A Request for Information (RFI) is issued by the Contractor to the Construction Manager requesting additional information necessary to clarify or amplify an item in the Contract Documents that the

Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems which have arisen under field conditions. An RFI is not to be used for request for materials/equipment substitutions or value engineering/cost reduction incentive proposals.

Request for Proposal: A request for a proposed cost made to the Contractor by the Owner to add, delete or change the Work. RFP's shall not be deemed to be directions to proceed with any addition, deletion or change to the Work. RFP's may also be referred to as "Request for Quotation".

Salvage: All items specified to be salvaged shall be carefully removed so as not to damage the item, and neatly stockpiled at the construction site by the Contractor. The exact location to stockpile items shall be determined by the Construction Manager. The Construction Manager shall then make a determination as to which items are to be retained by the Owner. All other items shall be properly disposed of at no additional cost to the Owner.

Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Schedule of Submittals: A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values: A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

Shall: Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

Shop Drawings (Submittals): Shop drawings (submittals) are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.

Shown: Refers to information presented on the drawings, with or without reference to the drawings.

Site: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

Specifications: That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, constructions systems, standards, and workmanship.

Specify: Refers to information described, shown, noted or presented in any manner in any part of the contract.

Standard Drawings, Standard Plans, Standard Specifications: The latest edition of the Standard Drawings, Standard Plans or Standard Specifications referenced in the Contract Documents.

State of California Specifications: The State of California Department of Transportation Standard Specifications in effect at the date of Notice Inviting Bids, Document 00010. Also referred to as State Standard Specifications and Caltrans Standard Specifications.

Stop Notice: A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work which secures payment from construction funds possessed by the Owner.

Subcontractor: A subcontractor is a person or entity who has a direct contract with the Contractor or a sub-tier subcontractor who has a direct contract with a subcontractor to perform any of the Work associated with the Project. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

Submittals: The information which is specified for submission to the Construction Manager in accordance with the Contract Documents.

Substantial Completion: Sufficient completion of the project or the portion thereof to permit a utilization of the project. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the Contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the Contract.

Substantial Completion Date: Date when the Owner puts into service, the Project or that portion of the Project that has been determined to be substantially complete.

Sub-subcontractor: A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work associated with the Project. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof, also referred to as sub-tier-subcontractor.

Supplier: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

Surety: The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Underground Facilities: All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other

liquids or chemicals, or traffic or other control systems.

Unit Price Work: Work to be paid for on the basis of unit prices.

Utility: Public or private fixed works for the transportation of fluids, gasses, power, signals, or communications.

Will: See definition of "Shall".

Work: Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor pursuant to the Contract Documents including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction. Also, the completed construction or parts thereof required to be provided under the Contract Documents.

Work Day: A working day is defined as any day, except Saturdays, Sundays and City Legal Holidays, unless approved by the Owner. Any work scheduled by the Contractor on non-working days (Saturdays, Sundays, and City Legal Holidays) shall be verified and approved by the City at least 72 hours in advance. The City shall be compensated for inspection work, at an hourly rate, for any work on non-working days and for overtime.

3.0 ABBREVIATIONS

A. Interpret abbreviations by context in which abbreviations are used. Abbreviations for standards and organizations used in the Contract Documents are defined as described in the contract plans and as follows:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ABC	Associated Air Balance Council
ABPA	Acoustical and Board Products Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADC	Air Diffuser Council
AEIC	Association of Edison Illuminating Companies
AFBMA	Antifriction Bearing Manufacturers Association
AFPA	American Forest & Paper Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	Asphalt Institute
AIA	American Institute of Architects

AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
AMG	American Masonry Guild
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AREMA	American Railway Engineers and Maintenance-of-Way Association
ARI	American Refrigeration Institute
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASAHC	American Society of Architectural Hardware Consultants
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AVATI	See RTI
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
BSI	Building Stone Institute
CAGI	Compressed Air and Gas Institute
CAL/OSHA	State of California Dept. of Industrial Relations, Division of Industrial Safety
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CDA	Copper Development Association
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers Association of America
CPSC	U.S. Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute

CS	Commercial Standard (U.S. Department of Commerce)
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute
EIA	Electronic Industries Association
EJCDC	Engineers' Joint Contract Documents Committee
EPA	Environmental Protection Agency
ETL	Electronic Testing Laboratory
Fed Spec	Federal Specification
FCI	Fluid Controls Institute
FGMA	Flat Glass Marketing Association
FHWA	Federal Highway Administration
FIA	Factory Insurance Association
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
FSA	Fluid Sealing Association
FTI	Facing Tile Institute
GO 95	General Order No. 95 CA PUC rules for overhead electric line construction
HEI	Heat Exchange Institute
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IAPMO	International Association of Plumbing and Mechanical Officials
I-B-R	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
IBC	International Building Code
IES	Illuminating Engineering Society
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IRI	Industrial Risk Insurers
ISA	Instrumentation, Systems, and Automation Society
MHI	Materials Handling Institute

MIL	Military Specification
MMA	Monorail Manufacturers Association
MSS	Manufacturers Standardization Society of Valve and Fitting Industry
NAAMM	National Association of Architectural Metals Manufacturers
NACE	NACE International
NAPA	National Asphalt Pavement Association
NBHA	National Builders Hardware Association
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NBS	See NIST
NCSPA	National Corrugated Steel Pipe Association
NCMA	National Concrete Masonry Association
NEBB	National Environmental Balancing Bureau
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NEMI	National Elevator Manufacturing Industry
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology (formerly NBS)
NLA	National Lime Association
NPC	National Plumbing Code
NPCA	National Paint and Coatings Association
NPT	National Pipe Thread
NRMCA	National Ready Mixed Concrete Association
NSC	National Safety Council
NSF	NSF International (formerly National Sanitation Foundation)
NTMA	National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PUC	California Public Utilities Commission
PS	Product Standard
RIS	Redwood Inspection Service
RTI	Resilient Tile Institute (formerly AVATI)
SAE	Society of Automotive Engineers
SCPRF	Structural Clay Products Research Foundation
SDI	Steel Door Institute
SFPA	Southern Forest Products Association

SI	Système International des Unités (International System of Units)
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPFA	Steel Plate Fabricators Association
SPI	Society of the Plastics Industry
SPTA	Southern Pressure Treaters Association
SSI	Scaffolding and Shoring Institute
SSPC	SSPC: The Society for Protective Coatings
UBC	Uniform Building Code (ICBO)
UL	Underwriters' Laboratories
USBR	U.S. Bureau of Reclamation
VA	Vermiculite Association
WCLA	West Coast Lumberman's Association
WCLIB	West Coast Lumber Inspection Bureau
WEF	Water Environment Federation
WIC	Woodwork Institute of California
WPOA	Western Plumbing Officials Association
WSCPA	Western States Clay Products Association
WWPA	Western Wood Products Association

B. Abbreviations used in Specifications are:

a	year or years (metric unit)
A	ampere or amperes
am	ante meridian (before noon)
ac	alternating current
ac-ft	acre-foot or acre-feet
atm	atmosphere
AWG	American Wire Gauge
bbf	barrel or barrels
bd	board
bhp	brake horsepower
bil gal	billion gallons
BOD	biochemical oxygen demand
Btu	British thermal unit or units
Btuh	British thermal units per hour
bu	bushel or bushels
C	degrees Celsius

cal	calorie or calories
cap	capita
cd	candela or candelas
cfm	cubic feet per minute
Ci	curie or curies
cm	centimeter or centimeters
cmu	concrete masonry unit
CO	carbon monoxide
Co.	Company
CO ₂	carbon dioxide
COD	chemical oxygen demand
Corp.	Corporation
counts/min	counts per minute
cu	cubic
cu cm	cubic centimeter or centimeters
cu ft	cubic foot or feet
cu ft/day	cubic feet per day
cu ft/hr	cubic feet per hour
cu ft/min	cubic feet per minute
cu ft/sec	cubic feet per second
cu in	cubic inch or inches
cu m	cubic meter or meters
cu yd	cubic yard or yards
d	day (metric units)
day	day (English units)
db	decibels
DB	dry bulb (temperature)
dc	direct current
diam	diameter
DO	dissolved oxygen
DS	dissolved solids
emf	electromotive force
fpm	feet per minute
F	degrees Fahrenheit ft feet or foot
fc	foot-candle or foot candles
ft/day	feet per day
ft/hr	feet per hour
ft/min	feet per minute
ft/sec	feet per second
g	gram or grams

G	gravitational force gal gallon or gallons
gal/day	gallons per day
gal/min	gallons per minutes
gal/sec	gallons per second
g/L	grams per liter
gpd	gallons per day
gpd/ac	gallons per day per acre
gpd/cap	gallons per day per capita
gpd/sq ft	gallons per day per square foot
gph	gallons per hour
gpm	gallons per minute
gps	gallons per second

h	hour or hours (metric units)
ha	hectare or hectares
hp	high point
hp	horsepower
hp-hr	horsepower-hour or horsepower-hours
hr	hour or hours (English units)
Hz	hertz

ID	inside diameter
ihp	indicated horsepower
Inc.	Incorporated
inch	inch
inches	inches
inches/sec	inches per second
J	joule or joules
k	kips
K	kelvin
K	thermal conductivity
kcal	kilocalorie or kilocalories
kcmil	thousand circular mils
kg	kilogram or kilograms
km	kilometer or kilometers
kN	kilonewton or kilonewtons
kPa	kilopascal or kilopascals
ksi	kips per square inch
kV	kilovolt or kilovolts
kVA	kilovolt-ampere or kilovolt-amperes
kW	kilowatt or kilowatts
kWh	kilowatt hour
L	liter or liters

lb/1000 cu ft	pounds per thousand cubic foot
lb/acre-ft	pounds per acre-foot
lb/ac	pounds per acre
lb/cu ft	pounds per cubic foot
lb/day/cu ft	pounds per day per cubic foot
lb/day/acre	pounds per day per acre
lb/sq ft	pounds per square foot
lin	linear, lineal
lin ft	linear foot or feet
lm	lumen or lumens
log	logarithm (common)
ln	logarithm (natural)
lx	lux
m	meter or meters
M	molar (concentration)
mA	milliampere or milliamperes
max	maximum
mCi	millicurie or millicuries
meq	milliequivalent
μF	microfarad or microfarads
MFBM	thousand feet board measure
mfr	manufacturer
mg	milligram or milligrams
mgd/ac	million gallons per day per acre
mgd	million gallons per day
mg/L	milligrams per liter
μg/L	micrograms per liter
μm	micrometer or micrometers
mile	mile
mil. gal	million gallons
miles	miles
min	minimum
min	minute or minutes
MLSS	mixed liquor suspended solids
MLVSS	mixed liquor volatile suspended solids
mm	millimeter or millimeters
mol wt	molecular weight
mol	mole
Mpa	megapascal or megapascals
mph	miles per hour
MPN	most probable number
mR	milliroentgen or milliroentgens
Mrad	megarad or megarads

mV	millivolt or millivolts
MW	megawatt or megawatts
N	newton or newtons
N	normal (concentration)
No.	number
Nos	numbers
NRC	noise reduction coefficient
NTU or ntu	Nephelometric Turbidity Units
oc	on center
OD	outside diameter
ORP	oxidation-reduction potential
OT	ortho-tolidine
OTA	ortha-tolidine-arsenite
oz	ounce or ounces
oz/sq ft	ounces per square foot
Pa	pascal or pascals
pl	plate or property line
pm	post meridiem (afternoon)
ppb	parts per billion
ppm	parts per million
ppt	parts per thousand pr pair
psf/hr	pounds per square foot per hour
psf	pounds per square foot
psi	pounds per square inch
psia	pounds per square inch absolute
psig	pounds per square inch gauge
PVC	polyvinyl chloride
qt	quart or quarts
R	radius
R	roentgen or roentgens
rad	radiation absorbed dose
RH	relative humidity
rpm	revolutions per minute
rps	revolutions per second
s	second (metric units)
S	Siemens (mho)
SDI	sludge density index

sec	second (English units)
SI	International System of Units
sp	static pressure
sp gr	specific gravity
sp ht	specific heat
sq	square
cm ² or sq cm	square centimeter or centimeters
sq ft	square feet or foot
sq inch	square inch
sq inches	square inches
km ² or sq km	square kilometer or kilometers
m ² or sq m	square meter or meters
mm ² or sq mm	square millimeter or millimeters
sq yd	square yard or yards
SS	suspended solids
STC	Sound Transmission Class
SVI	sludge volume index
TDS	total dissolved solids
TKN	total Kjeldahl nitrogen
TLM	median tolerance limit
TOC	total organic carbon
TOD	total oxygen demand
TOW	top of weir
TS	total solids
TSS	total suspended solids
TVS	total volatile solids
U	U Factor/U Value
U	Coefficient of Heat Transfer
U	heat transfer coefficient
UNS	Uniform Numbering System
US	United States
V	volt or volts
VA	volt-ampere or volt-amperes
W	watt or watts
WB	wet bulb
wg	water gauge
wk	week or weeks
wt	weight
yd	yard or yards

yr year or years (English unit)

C. Abbreviations used on Drawings: As listed on Drawings or in Specifications.

D. Symbols used in Specifications:

:	“shall be” or “shall”-where listed within sentences or paragraphs
#1	Number
1#	Pound
&	And
%	Percent
C	Centigrade
F	Fahrenheit
°	Degree
/	per, except where used to combine words; example: power/fuel, and in that case it means and
“	Inch (inches)
‘	foot (feet)
@	At
©	Copyright
®	Registered
™	Trademark
±	Plus and Minus tolerance
≠	not equal to

E. Symbols, used only on Drawings, are indicated thereon.

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