

CONTRACT DOCUMENTS
AND
STANDARD SPECIFICATION SUPPLEMENT

PUBLIC WORKS DEPARTMENT

City of Anaheim
California

MASTER
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INSTRUCTIONS TO BIDDERS

General Information

The City Council of the City of Anaheim will receive sealed proposals at the office of the City Clerk of said City until 2:00 o'clock p.m. on the date specified in the legal notice for the construction of work described in said legal notice. Said sealed proposals will be opened and publicly read by the City Clerk and City Engineer, or their respective designees, in the Council Chambers of the City of Anaheim, City Hall, Anaheim, California, at 2:00 o'clock p.m.

Proposal

All proposals must be made upon forms obtained from the office of the City Engineer of the City of Anaheim, California. All proposals shall give the prices proposed in clear and understandable figures, written in the proper spaces, and must be signed by the bidder and must include the bidder's address. All entries on the Proposal must be in ink, or typewritten. If an individual submits the proposal, his or her name and post office address must be shown. If submitted by a corporation, the proposal must show the names, titles, and business addresses of the president, secretary, and treasurer, and be sealed with the corporate seal. Anyone signing a proposal as the agent of another, or others, must file with it legal evidence of his or her authority to do so.

Proposals shall be delivered to the City Clerk of the City of Anaheim, California, on or before the day and hour set for the opening of bids and shall be enclosed in a sealed envelope addressed to the City Council of the City of Anaheim, California, bearing the name and address of the bidder and the name and account number of the project.

Interpretation of Contract Documents

If any prospective bidder preparing a bid for the proposed contract is in doubt as to the intent or meaning of any part of the plans, specifications, or other proposed contract documents, he or she shall submit to the City or designee Engineer a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of the proposed documents shall be made by addendum only, duly issued, and a copy of such addendum shall be mailed or delivered to each potential bidder who has obtained a set of such documents. The City will not be responsible for any other explanation or interpretation of the proposed documents.

After the contract has been awarded, any ambiguities not submitted to the Engineer pursuant to the above, shall be construed against the Contractor and in favor of the City.

(SAMPLE)
BID BOND

KNOW ALL BY THESE PRESENTS, that we, _____, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and whose principal office is located in the City of _____, as surety, are jointly and severally bound unto the CITY OF ANAHEIM of Orange County, California, in the sum of _____ DOLLARS (\$_____), lawful money of the United States of America to be paid to the said CITY OF ANAHEIM, for which payment well and truly to be made, we bind ourselves, our heirs, successors, executors, administrators and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has submitted the accompanying bid dated _____, 20____, for the construction of _____ for the CITY OF ANAHEIM, Orange County, California.

NOW, THEREFORE, if the Principal shall not withdraw said bid within thirty (30) days after the opening of same, and shall within twenty-one (21) days after the agreement has been presented to him for execution enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bond with good and sufficient sureties, or sureties for the faithful performance and proper fulfillment of such contract and for the protection of laborers and materialmen, or in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said contract and give said bond within the time specified if the Principal shall within sixty (60) days after request by the City, pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF the above-obligated parties have executed this instrument under their several seals this _____ day of _____, 20 _____, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Two Witnesses (if individual)

ATTEST (if corporation)

Title

Corporate Seal
ATTEST

Corporate seal

PRINCIPAL

By _____

Title _____

Surety

By _____

Title

(SEAL)

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Anaheim, a municipal corporation of the State of, California, in the County of Orange has awarded to _____, License No. _____ (hereinafter called "Principal"), a contract for _____, which said contract is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Anaheim, a municipal corporation (hereinafter called "City"), in the penal sum of _____ DOLLARS (\$ _____), lawful money of the Unites States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

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

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

The said Surety 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 or to the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the _____ day of _____, 20 _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By _____
President

By _____
Secretary

Surety

Attorney in Fact

CORPORATE ADDRESS OF SURETY:

APPROVED AS TO FORM:

JACK L. WHITE, CITY ATTORNEY

By _____

Date: _____

Please note: All signatures must be notarized

(SAMPLE)

LABOR AND MATERIAL BOND

Premium

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Anaheim, a municipal corporation of Orange County, California, has awarded to _____, License No. _____ (hereinafter called "Principal"), a contract for _____, which said contract is hereby referred to and made a part hereof: and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Anaheim to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate Surety are held firmly bound unto the City of Anaheim and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California in the sum of _____ DOLLARS (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Title 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, on the _____ day of _____, 20 _____, in the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By _____
President

By _____
Secretary

Surety

Attorney in Fact

CORPORATE ADDRESS OF SURETY:

APPROVED AS TO FORM:

JACK L. WHITE, CITY ATTORNEY

By _____

Date: _____

Please note: All signatures must be notarized

STANDARD SPECIFICATION SUPPLEMENT
2006 EDITION

The City of Anaheim has adopted the 2006 Edition of the Standard Specifications for Public Works Construction by the Southern California Chapter American Public Works Association and the Southern California Districts of the Associated General Contractors of California, as its specification for public works construction projects. All work performed under this contract shall be performed in strict accordance with appropriate provisions of that publication, as designated in the Special Provisions, except as modified in the Standard Specification Supplement and the Special Provisions.

Copies of the SSPWC are available from:
The Publisher
Building News, Incorporated
1612 South Clementine St., Anaheim, CA 92802
Telephone (714) 517-0970

The SSPWC set forth above will control the General Provisions and construction methods and materials for the contract, except as amended by the plans, special provisions, or other contract documents. The following provisions are intended to supplement the provisions of the SSPWS unless noted otherwise. The section numbers of these provisions coincide with the section numbers of the SSPWC. Only those sections that require additions, deletions, or revisions are included herein.

STANDARD SPECIFICATIONS SUPPLEMENT

SECTION 1 – Terms, Definitions, Abbreviations and Symbols

1-2 Definitions

The provisions of Section 1-2 of the Standard Specifications for Public Works Construction's General Provisions, hereafter referred to as General Provisions, are supplemented by the following:

City:	City of Anaheim
Agency:	City of Anaheim
Board:	City Council of the City of Anaheim
County:	Orange, CA
Engineer:	The City Engineer of the City of Anaheim or his authorized representative
Federal:	The United States of America

Completion of Work

The Completion of Work date shall be considered the date upon which all items of work are fully complete, excluding any and all landscape establishment and maintenance.

Final Completion Date

The Final Completion Date shall mean the date at which all work is completed, including any and all landscape establishment and maintenance.

Contract Documents

The Contract Documents shall be considered to also include the Instruction to Bidders, the Proposal, the Bid Bond, the Non-Collusion Affidavit, the Designation of Sub-Contractors, the Agreement which is prepared for execution by the City and the Contractor, Plans Specifications and Special Provisions, Standard Specification Supplement, Contract Bonds, Resolutions adopted by the City Council pertaining to the work, Insurance Policies and Certificates, and any Supplemental Written Agreements or Addendums amending or extending the scope of the work originally contemplated that may be required to complete the work in a substantial and acceptable manner.

SECTION 2 – Scope and Control of Work

2-1 Award and Execution of Contract

The provisions of Section 2-1 of the General Provisions are supplemented by the following:

The award of contract, if it were awarded, will be made to the lowest responsible and qualified bidder whose proposal complies with all the prescribed requirements. Such award, if made, will be made within 45 days after the opening of the proposals and the bidder shall hold his proposal open to the City for said 45 day period. Until an award is made, the right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interest of the City.

No proposal will be considered from a Contractor that has not been issued a proposal form by the city of Anaheim.

In selecting the lowest responsible and qualified bidder, consideration will be given to the bidder's financial standing, his general competency for the performance of the work covered by the proposal and the size of previous jobs satisfactorily completed by him, as well as whether he has breached any terms of public works contracts he has entered into in the past. Bidders may be required to present satisfactory evidence that they have been regularly engaged in the business, or are reasonably familiar therewith, and that they are fully prepared with the necessary capital, materials and machinery to complete the work to be contracted for, to the satisfaction of the City Council. Each bidder must be prepared to furnish, at the time of opening bids, a certified copy of his financial statement.

Failure to execute the contract and file acceptable bonds, as specified in Section 2-4 and insurance certificates, as specified in Section 7-3, shall be just cause for the annulment of the award and the forfeiture of the bid bond. Transfers of contract, or of interest in contracts, are prohibited.

The Contractor shall possess any and all Contractor's or other business licenses required by law with respect to the work to be performed under this contract and shall certify to the CITY that they are properly licensed.

The Contractor shall promptly, and not later than the 21st calendar day after receipt of notice of award, deliver to the City the following fully executed documents:

Three (3) copies of this Agreement fully executed by the Contractor.

All "Insurance Requirements" constituting the insurance policies, endorsements and certificates of insurance to be provided by the Contractor, including, but not limited to: Public Liability, Property Damage and Workman's Compensation.

The "Faithful Performance Bond" to be provided by the Contractor.

The "Labor and Material Bond" to be provided by the Contractor.

Such contract documents, insurance requirements and bonds shall be collectively referred to as the "Contract, Insurance and Bond Documents".

2-2 Notice to Proceed

The Contractor agrees to commence the Work and related services provided for in the Contract Documents (hereinafter, the "Related Services") herein immediately upon the receipt of a written Notice to Proceed from the City, to continue performance of the Work and Related Services in a diligent, workmanlike manner without interruption, and to complete the improvements on or before the dates for completion as set forth in these Special Provisions. Delivery by the City of an executed copy of the Agreement to the Contractor shall alternatively be deemed to constitute the Notice to Proceed, and shall occur when an executed copy of the Agreement is either delivered personally, or by overnight express courier, to the Contractor or its authorized agent or representative, or when a copy of the executed Agreement is faxed to the Contractor at its address as shown on the first page of the Agreement and thereafter deposited in the United States mail addressed to Contractor with the postage thereon fully prepaid.

Time is of the Essence

The Contractor acknowledges and agrees that time is of the essence in its completing the Project in the timely manner as set forth in the Contract Documents.

Failure to Deliver by Document Deadline Date

The Contractor further acknowledges and agrees that no Notice to Proceed with the work shall be effective as to the Contractor until such time as the City has received and approved said Contract, Insurance and Bond Documents. In the event said Contract, Insurance and Bond Documents are not received by the City on or before said Document Deadline Date, the Contractor agrees to the deduction of one (1) working day from the number of days available to achieve the Contract completion date set forth in this Section of these Special Provisions for every day of delay in receipt by the City of the Contract, Insurance and Bond Documents beyond the Document Deadline Date. Said deduction shall be in addition to any other remedy available to the City upon the Contractor's failure to timely provide said Contract, Insurance and Bond Documents, including the right of the City to refuse to execute and deliver the Agreement or to take such other action as may be authorized by law. In the event said Contract, Insurance and Bond Documents are received by the City on or before the Document Deadline Date, the subsequent delivery of a fully executed copy of this agreement to the Contractor by the City shall be deemed an election by the City to exercise the deduction of working days to achieve the Contract Completion Dates without further notice to the Contractor being required.

2-3 Subcontracts

2-3.2 Additional Responsibilities

The first sentence of the second paragraph is hereby modified as follows:

“The Contractor shall perform, with its own organization, Contract work amounting to at least 30 percent of the Contract Price except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. “Specialty Items” will be identified by the City of Anaheim in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price set forth in the Contractor's bid documents. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

Before the work of any Subcontractor is started, the Contractor shall submit to the Engineer for approval a written statement showing the work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the work to be so subcontracted.”

2-5 Plans and Specifications

2-5.1 General

The provisions of Section 2-5.1 of the General Provisions shall be supplemented by the following:

Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, conditions of the site, availability of labor, electric power, water and the kind of surface and subsurface materials on the site, the kind of equipment needed, and all other matters which may in any way effect the work or the cost. Any failure of the Contractor to acquaint himself with all the available information concerning conditions, will not relieve him from responsibility for estimating and bidding properly the difficulties or cost of the work.

2-5.2 Precedence of Contract Documents

Delete the entire subsection and replace with the following:

If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained in the plans, specifications and Special Provisions, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract.

In the event of any discrepancy between any scaled dimensions on the plans and the figures written thereon, the figures shall be taken as correct.

The specifications, plans, Special Provisions and all supplemental contract documents are essential parts of the Contract and a requirement occurring in one is as binding as though occurring in all. If there should be any inconsistencies in the above documents the order of authority and control shall be as follows:

1. Special Provisions
2. Plans
3. Standard Details
4. City of Anaheim Standard Specifications
5. Reference Specifications

Inconsistencies in Standard Specifications, the order of authority and control shall be as follows:

Sections referenced in the Special Provisions
City of Anaheim Standard Specifications
Standard Specifications for Public Works Construction 2006 Edition
Standard Specifications State of California, July 2002 as referenced in Specials.

2-5.4 As Built

The Contractor shall maintain a "Record" set of Drawings and Specifications on the job site at all times, including all executed addenda, change orders, and field orders. This set of "Record Drawings" shall be separate, clean, blueline prints reserved for the purpose of showing a complete picture of the work actually constructed. These drawings shall be kept current with the construction and for the purpose of attaining a correct set of As-Built plans. All final locations determined in the field and any deviations from the Plans and Specifications shall be marked in red on this "Record" set of plans to show the As-Built conditions. Upon completion of all work, and before final payment, these "Record" drawings with all applicable As-Built notes shall be signed by the Contractor, dated, and returned to the Field Engineer for review and acceptance. Reviewed and accepted "Record" drawings are a condition for final acceptance.

2-6 Work to be done.

The following paragraph shall be added following paragraph one:

All work which is defective in its construction or deficient in any of the requirements of the Plans and Specifications, including but not limited to, conformance to the lines and grades shown on the plans or established by the Engineer, shall be remedied or removed and replaced by the Contractor in an acceptable manner at his own expense. No compensation will be allowed for any work done beyond the lines and grades shown on the Plans or established by the Engineer. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer and City may cause the defective work to be remedied or removed and replaced at the expense of the Contractor.

2-9 Surveying

2-9.1 Permanent Survey Markers

Add the following after the first sentence:

Prior to the start of construction, the Contractor shall contact the City of Anaheim, Chief of Survey Crews (714)-765-5126 to coordinate the transfer of existing bench marks and ties. City of Anaheim survey crews will transfer the benchmarks and ties.

2-10 Authority of Board and Engineer

The following sentence shall be added beneath the last paragraph:

No change shall be made to the approved Plans and Specifications, except as directed by the Engineer, in writing.

SECTION 3 – Changes in Work

3-2 Changes Initiated by the Agency

3-2.1 General

The first paragraph of Section 3-2.1 of the General Specifications shall be deleted.

3-2.2 Payment

3-2.2.1 Contract Unit Prices

The first sentence of Section 3-2.2.1 of the General Specifications shall be modified as follows:

If a change is ordered in an item of work covered by a Contract Unit Price an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

The second and third paragraph of Section 3-2.2.1 of the General Specifications shall be deleted.

3-2.2.2 Increases of More Than 25 Percent.

Delete this entire section.

3-2.2.3 Decreases of More Than 25 Percent.

Delete this entire section.

3-3 Extra Work

3-3.2.3 Markup

The provisions of Section 3-3.2.3 of the General Provisions relating to markup shall be deleted and replaced with the following:

a) **Work by Contractor.**

A markup of fifteen (15%) percent, covering all overhead and profits, shall be added to the Contractor's costs as determined under 3-3.2.2 and shall constitute the Contractor's only payment for all overhead of any type and profit on "extra work". There is no compensation for bond costs associated with "extra work".

b) **Work by subcontractor.**

When a subcontractor performs all or any part of the extra work, the markup established in 3-3.2.3(a) shall be applied to the subcontractor's actual cost of such work, and shall constitute its only payment for all overhead of any type and profit. The Contractor shall receive an additional markup, not to exceed five (5%) percent, for all its overhead and profit on the "extra work" performed by the Subcontractor.

3-5 Disputed Work

The second sentence of Section 3-5 of the General Provisions shall be modified as follows:

Delete all reference to mediation/arbitration.

3-5.1 Claims and Disputes During Performance:

The following procedures and requirements shall apply and be fully complied with for any claim or dispute to be considered for payment as extra work:

Procedure:

The Contractor and the City shall make good-faith attempts to resolve any and all claims and disputes that may from time to time arise during the performance of the work of this contract. If the Contractor considers any Work required of them to be outside the requirements of the Contract, or if Contractor consider any instruction, meaning, requirement, ruling or decision of the City or its representative to be unauthorized or improper, Contractor shall, within 7 calendar days after such demand is made, or instructions given, file a written protest with the City Engineer stating clearly and in detail the objection and reason therefore. The Contractor shall nonetheless perform the disputed work even though a written protest has been filed. If a written protest is not submitted within 7 calendar days of the date that Contractor's claim arose, the Contractor shall waive his right to further claim on the specific issue.

- A. If a written protest is filed, the City will review the Contractor's written protest and provide a decision. If the Contractor still considers Anaheim's requirement to be outside of the requirements of the Contract, Contractor shall notify the City, in writing, within 7 calendar days after receiving Anaheim's decisions that Contractor will submit formal claim. Any formal claim shall be submitted within 30 calendar days of receiving Anaheim's initial decision. Contractor shall submit its claim and all arguments, justification, cost or estimate, schedule analysis, and detailed documentation supporting their position. Failure to furnish timely notification within 7 calendar days and all justifying documentation within 30 calendar days will result in the Contractor waiving his right to submit the claim.
- B. Upon receipt of the Contractor's formal claim including all arguments, justification, cost or estimates, schedule analysis, and documentation supporting its position as previously described, the City Engineer or his representative will review the material submitted and any other available facts and within 30 calendar days from receipt of the Contractor's claim, render a final determination.

Certification:

- A. With any formal claim, the Contractor shall submit a statement as follows:
 1. The claim is made in good faith
 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief.
 3. The amount requested accurately reflects the Contract adjustment for which the Contractor believes the City is liable.
 4. If the Contractor is an individual, the certification shall be executed by that individual under penalty of perjury.

5. If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs under penalty of perjury.
 6. If a false claim is submitted, the Contractor will be subject to appropriate legal action.
- B. In regard to any claim or portion of a claim for Subcontractor work, the Contractor shall fully review said claim and certify said claim, under penalty of perjury, to have been made in good faith.
 - C. Failure to furnish certification as required hereinbefore will result in Contractor's waiving its right to the subject claim.
 - D. Nothing in this procedure shall deprive contractor of any rights or remedies required by state statute.

Claim Format

- A. The Contractor shall submit the claim justification in the following format:

Summary of claim merit and quantum plus clause under which the claim is made.

List of documents related to claim:

- a. Specifications
- b. Drawings
- c. Clarifications/Requests for information
- d. Schedules
- e. Other

Chronology of events and correspondence

Analysis of claim merit.

Analysis of claim cost.

SECTION 4 – Control of Materials

4-1 Materials and Workmanship

4-1.1 General

After the second paragraph add the following:

The Contractor shall defend (at Anaheim's option), hold harmless, and indemnify the City of Anaheim, the Consultant Engineer, and Anaheim's officers, agents, employees, representatives, and volunteers from and against and from all claims and liability arising from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Engineer. If the Contractor fails to make the repairs and replacements promptly the City may do the work and the Contractor and his surety shall be liable to the City for the cost of the work.

4-1.4 Tests of Materials

The provisions of Section 4-1.4 of the General Provisions shall be supplemented by the following:

Delete the portion of the third sentence of the first paragraph that refers to retesting and delete the entire fourth sentence of the first paragraph and replace it with:

The costs of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be paid for by the Contractor.

The cost of compaction retesting in excess of 10% of the number of initial compaction tests required by the Engineer may be assessed to the Contractor at the City's discretion.

4-1.5 Certification

Insert the following after the first paragraph:

The Contractor shall submit Certificates of Compliance prior to the use of materials for which these specifications or the Special Provisions require that such a Certificate be furnished by the contractor. A Certificate of Compliance shall not relieve the Contractor of the responsibility of incorporating material in the work which conforms to the requirements of the Plans and Specifications and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The City reserves the right to refuse to permit the use of materials on the basis of a Certificate of Compliance.

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

4-1.6 Trade Names or Equals

The first paragraph of Section 4-1.6 is modified as follows:

Request for substitution shall be submitted within 10 days after award of contract.

SECTION 5 – Utilities

5-1 Location

The following is added to the Fourth paragraph of Section 5.1 in the General Provisions:

The failure of the California Department of Transportation to promptly or accurately identify the location of its subsurface installations, to either the City or the Contractor, shall not be the City's responsibility. The Contractor shall be responsible for locating these subsurface installations even though the California Department of Transportation has not accurately identified such installations. If no pay item is provided in the contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

Contractor further acknowledges that Government Code Section 4215 states in pertinent part that“...Nothing contained herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities such as buildings, meter and junction boxes, on or adjacent to the site of the construction;...”.

5-1.1 Underground Service Alert

The Contractor will be required to contact Underground Service Alert and obtain an Identification Number. The notification must be made a minimum of 2 working days prior to doing any excavation on this project.

The Identification Number must be given to the Field Engineer and/or Inspector prior to the start of any work on this project. If the Contractor fails to obtain this number, the City reserves the right to stop all work on the project. No additional compensation or extension or working days shall be allowed for this stoppage.

5-4 Relocation

Add the following at the end of the subsection:

Any facilities to be relocated by the Contractor, as indicated on the plans, shall be relocated in a workmanlike manner. All such work shall be done only at such times which are acceptable to the owner. The Contractor shall schedule his relocation work in cooperation with the owner and shall be responsible for any costs resulting from the Contractor’s failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners at least 2 working days in advance of any work on any of their utilities.

5-5 Delays

In Section 5-5 of the General Provisions the last paragraph is deleted and the following submitted in its place:

If the Contractor sustains loss due to delays attributable to interferences, relocations, or alterations not covered by 5-1, or 3-3, it may submit a claim pursuant to 6-6.

5-7 Utility Connection

Upon installing utility connections to City owned facilities, the Contractor shall see that said utilities are put in the City’s name.

SECTION 6 – Prosecution Progress and Acceptance of the Work

6-1 Construction Schedule and Commencement of Work

The provisions of Section 6-1 of the General Provisions shall be supplemented by the following:

Insert the following after the first sentence in the paragraph:

The Contractor shall submit to the Field Engineer/Contract Administrator, within 5 working days after award of the project, a detailed schedule for the items of works to be done.

The following paragraphs shall be added at the end of this subsection:

Prior to the commencement of construction, arrangements will be made by the City for a meeting between the Contractor, The Engineer, Utility Representatives, designers and others as may be involved with the project. The purpose of the meeting is to coordinate the activities of the Contractor within the limits of this contract, review utility conflicts, review scheduling, discuss construction methods and clarify inspection procedures.

The Contractor shall submit updated Progress Reports to the Engineer at monthly intervals after the date of the Notice to Proceed. The report shall include an updated Construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-1.1 Start of Construction Time

In the event a Notice to Proceed has not been issued within 90 days from the award of the Contract due to failure of the Contractor to submit the required documents, the Contract time shall commence on the 91st day after award and each day thereafter will be charged against the Contract time in accordance with Section 6-7.2.

6-2 Prosecution of Work

The provisions of Section 6-2 shall be supplemented by the following:

Insert the following between paragraphs 2 and 3:

The Contractor, and any and all Subcontractors, shall limit all construction activity and operations to the new City Right-of-Way. The Contractor shall, prior to conducting work on any occupied property within the project area, confirm with the City's inspector the location of the City's right of way, and the extent of any applicable temporary construction easements, which serve as the permissible bounds of construction activity. No person, or construction activity, shall pass beyond or engage in any construction-related activity outside of the defined temporary construction easements, and the Contractor shall monitor its personnel, and the personnel of its subcontractors, to assure compliance with this provision. The prohibition on construction-related activity beyond the defined City Right of Way and Temporary Construction Easements includes work for the sidewalk, landscaping and slough walls, etc., and extends to prohibit storage of materials or vehicles, including parking or storage of vehicles of employees, and any utilization of private property for staging, storage, or any other purpose.

6-3 Suspension of Work

6-3.1 General

The following is added to Section 6-3.1 of the General Provisions:

It is understood that the City may require temporary omissions and "leap frogging" of portions of the work at locations to be designated by the Engineer. All fill-in and "come back" required for those previously omitted areas or openings shall be completed at the direction of the Engineer and all costs are to be included in this Contract price.

6-6 Delays and Extensions of Time

6-6.1 General

The provisions of Section 6-6.1 in the General Provisions shall be deleted and replaced with the following:

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays except as provided in 6-6.3 and 6-6.4.

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

If delays beyond the Contractor's control are caused solely by action or inaction by the Agency, such delays will entitle the Contractor to an extension of time as provided in 6-6.2.

6-6.2 Extensions of Time

Section 6-6.2 of the General Provisions is changed to be as follows:

Extensions of time, when granted, will be based upon the effect of delays to the critical path of the work. They will not be granted for non-controlling delays to minor portions of the work unless it can be shown through a CPM schedule that such delays did or will delay the critical path of the work.

6-6.3 Payment for Delays to Contractor

Section 6-6.3 of the General Provisions is changed to be as follows:

The Contractor will only be compensated for damages incurred due to delays for which the Agency is solely responsible, and which delays are unreasonable under the circumstances involved, and not within the contemplation of the parties. The damages recoverable by the Contractor are only those actual costs incurred by the Contractor due to the delay. The Agency will not be liable for damages which the Contractor could have avoided by any reasonable means, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer.

6-6.4 Written Notice and Report

Section 6-6.4 of the General Provisions is changed to be as follows:

- (a) If the Contractor desires an extension of time, it shall file with the City a written time extension notice within three (3) days after the beginning of the delay. Time extensions related to the delay, shall be determined by the Engineer based on the impact on the critical path of the project.

Within fifteen (15) days of the Contractor's first time extension notice, the Contractor shall submit to the City a full and written detailed change order request, which fully documents the amount of time to be claimed. The change order for time extensions shall include an "impacted" schedule showing the effect of the claimed delay event on the critical path and contract completion dates. Any change order for extension of time shall fully document the Contractor's request for time extensions pursuant to the requirements of the contract documents. The Contractor's failure to submit the above described written change order request, to the City within eighteen (18) days of the original commencement of the delay, shall constitute a waiver of the Contractor's claim for a time extension.

- (b) If the Contractor desires a payment for delay as specified in 6-6.3, it shall file with the City a written notice of its intent to make a claim for such payment within three (3) days after the beginning of the delay.

Any payment for the delay will be as set forth in 6-6.3.

Additionally, within three (3) days after the beginning of the delay, the Contractor shall submit to the City a written notice containing a good faith estimate of the payment it will seek for each day of delay. If the Contractor cannot make a good faith estimate of the payment it will seek for each day of delay, it shall submit within three (3) days after the beginning of the delay a full explanation as to why it cannot make a good faith estimate of the payment it will seek for each day of delay.

If Contractor fails to submit a timely notice of its intent to claim payment for delay, or its notice with an estimate of the payment it will seek per day of delay, or its explanation why such estimate cannot be made, as required above, the Contractor expressly waives and releases the City from any and all damages caused by the delay.

6-7 Time of Completion

6-7.1.1 Overtime Inspection Costs

The Contractor is hereby notified that he/she is responsible for all overtime inspection costs incurred by the City for all work performed at the discretion of the Contractor outside normal working hours.

Authorized overtime work by the Contractor as part of this contract required by these Special Provisions or by City obtained permits or by other City Departments will not be subject to overtime inspection costs.

The Contractor will be notified in writing of all overtime inspection costs incurred by the City.

Payment for overtime inspection costs will be withheld from progress payments to the Contractor.

6-9 Liquidated Damages

The provisions of Section 6-9 of the General Provisions shall be modified to read as follows:

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City of Anaheim. Such damages are, and will continue to be, impracticable and difficult to determine. For each day in excess of the time specified for completion of the work (as adjusted by any Change Orders), the Contractor shall be liable to the City of Anaheim for the sum stated as liquidated damages in the special provisions.

Execution of the contract by the City of Anaheim and the Contractor shall constitute agreement:

- (a) That the sum stated in the Special Provisions as liquidated damages is the minimum amount of the costs and actual damage caused the City of Anaheim by failure of the Contractor to complete the work within the allotted time.
- (b) That such sum constitutes liquidated damages and shall not be construed as a penalty.
- (c) That such sum may be deducted from payments due the Contractor. Nothing contained in this provision or in the contract shall be construed to limit or defeat the right of the City of Anaheim to recover for any and all actual damages sustained as a result of the untimely completion of the work.

6-9.1 Final Submittals

The Contractor within 30 Calendar days from the FINAL COMPLETION DATE, (as defined in Section 6-8) shall submit all outstanding certified payrolls, the final invoice, and any other outstanding documentation. In the event there are deficiencies in the documents submitted, the Contractor shall be responsible for correcting all deficiencies and providing complete and accurate documentation within 14 calendar days of the correction notice from the Engineer. Contractor also acknowledges and agrees that satisfactory submission of the final paper work is part of the labor on the work of improvement and that the labor on the project is not completed until such documentation obligations are satisfied.

Failure to comply with these provisions will result in assessment of Liquidated Damages in the amount of \$250.00 per day. The City will deduct the total amount of these Liquidated Damages from the Contractor's final progress payment or project retention monies without further notification to the Contractor.

Payment for conformance to the requirements of this section shall be deemed to be included in the price bid for the various items of work.

SECTION 7 - Responsibilities of the Contractor

7-2 Labor

7-2.2 Laws

The first sentence of the second paragraph of Section 7-2.2 of the General Provisions shall be supplemented as follows:

Add the words – “and employment of apprentices”.

The third paragraph of Section 7-2.2 of the General Provisions shall be modified to read as follows:

In accordance with the provisions of Section 1773.2 of the Labor Code, copies of the prevailing rate of per diem wages are available on the Director of Industrial Relations website as follows: (http://www.dir.ca.gov/dlsr/statistics_research.html).

The following paragraph shall be added following paragraph four:

If a difference exists between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor on a Federally funded project the Contractor and subcontractors shall pay not less than the higher wage rate. The Federal Department of Labor will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations.

The following paragraph shall be added following paragraph five:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of progress payments.

The Prime Contractor shall be responsible for the submittal of bi-weekly certified payrolls for its own forces as well as all subcontractors.

The contractor shall provide unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 Liability Insurance

The agency shall be given 30 days notice prior to cancellation or termination of required insurance policies.

The Contractor shall not commence work under this contract until he has obtained all insurance required hereunder with a company or companies acceptable to the City, nor shall the Contractor allow any subcontractor to commence work in his subcontract until all insurance required of the subcontractor has been obtained.

The provisions of Section 7-3 of the General Provisions relating to minimum insurance amounts shall be modified as follows:

The Insurance policy shall provide the following minimum limits:

Bodily injury including	\$1,000,000 each person
Accidental death	\$1,000,000 each accident
Property damage and	
Public liability	\$1,000,000 each person
(including coverage of	
vehicles used by the	\$1,000,000 each accident
Contractor on or off the premises)	\$1,000,000 property damage

Each of the above policies shall specify that it acts as the primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under said policy.

7-5 Permits

Replace the entire first paragraph with the following:

Prior to start of any work the Contractor shall obtain the applicable City permits and make arrangements for City inspections. The City will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain a City business license, and shall be licensed in accordance with State Business and Professions Code. The contractor shall also obtain and pay for any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

It is understood by the bidder and Subcontractors that The City of Anaheim, per Anaheim Municipal Code Section 3.04.050, does impose upon the businesses, trades, professions, calling, and occupations specified in the code, license taxes in the amounts prescribed in the code. It is unlawful for any person to transact and carry on any business, trade, profession, calling, or occupation without first having procured a license from the City and then complying with any and all applicable provisions of the code. Contractor license fees shall be as prescribed by the Anaheim Municipal Code Section 3.24.010.

The Contractor shall obtain all necessary permits for the discharge or disposal of any ground or surface waters in accordance with the California Regional Water Quality Control Board Regulations.

7-6 The Contractor's Representative

The following paragraphs shall be added following paragraph one:

The Contractor shall file with the Engineer the addresses and telephone numbers where he or his representative may be reached during hours when the work is not in progress, so that 24 hour, 7 day a week contact can be maintained.

7-7 Cooperation and Collateral Work

Add the following paragraphs following the second paragraph:

The Contractor shall cooperate with property owners, various utility companies, and other interested parties within or adjacent to the limits of the work specified herein.

It shall be the responsibility of the Contractor to schedule his work and that of his subcontractors to produce a smooth flow of work in a competent manner. All Contractors on this project shall cooperate with each other scheduling their work.

7-8 Project Site Maintenance

7-8.1 Cleanup, Marking Removal and Dust Control

The second paragraph is amended as follows:

The Contractor shall perform all cleanup work (including the use of a motorized sweeper to sweep and clean the street) at the end of each working day during the construction. The cost of all clean up shall be included in the price bid for the various items of work and no additional payment will be made for the cleanup measures.

The third paragraph is amended as follows:

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, rubbish, and all markings placed by the Contractor, the City, Underground Service Alert (USA), or other agent(s)' markings necessary for the performance of various items of work. These markings shall include, but not limited to paint, stakes, and metal tags.

The last paragraph is amended as follows:

Failure of the Contractor to comply with the Engineer's cleanup orders, including removal of markings shall result in the assessment of liquidated damages in the amount of \$500 per day for any street that is not cleaned. It shall also result in an order by the City to suspend work until the condition is corrected. Should any cleanup items become disputed items of work resulting for the City to perform the work, the City shall withhold the costs from the Contractor's final payment. No additional compensation will be allowed as a result of such suspension.

Payment for *Cleanup, Marking Removal and Dust Control* shall be included in the price bid for other various items of work and no additional compensation shall be allowed therefore.

7-8.2 Air Pollution Control

7-8.2.1 Smog Control

Extreme precautions shall be exercised by the Contractor to minimize the escaping of smoke into the air by either the machine or the burning of the pavement during the heater-planning process,

in the event that the smoke problem becomes excessive, it may be necessary to add an additional blower system to reduce the problem. No additional compensation will be made for any necessary steps required to reduce the smoke.

7-8.4 Sanitation

The second sentence in the second paragraph shall be deleted and replaced with the following:

All sewage flows shall be conveyed in closed conduits and disposed of in a sanitary sewer system, including pumping if required

Full compensation for all work associated with maintaining sewage flow shall be included in the various items of work

7-8.5 Temporary Light, Power and Water

Insert the following after the first paragraph:

The Contractor shall be responsible for payment of all billings for water and electrical service for the planting and maintenance of the landscaping of the various areas shown on the plans until such time as the City of Anaheim accepts the Landscaping and Irrigation Systems.

7-8.6 Storm Water Pollution Prevention Plan (SWPPP)

Add the following after the first paragraph:

It is anticipated that surface water flow will be encountered at various times during construction. The Contractor shall conduct his operation in such a manner that surface water may flow along the street and drainage courses. The cost of temporarily diverting, accepting or otherwise controlling the water that may be encountered shall be included in the price bid for the various item of work and no additional payment will be made for these surface flow acceptance measures.

SWPPP has shall apply to projects that are over one acre.

The Contractor shall be responsible for complying with all requirements of the General Construction Activity Storm Water Permit (Permit) and for development and implementation of the Storm Water Pollution Prevention Plan (SWPPP) and Monitoring Program (MP).

Included within these specifications, for the Contractors information, is a copy of the General Construction Activity Storm Water Permit, Fact Sheet, and Notice of Intent (NOI).

The Engineer will complete the NOI prior to the start of construction. In order for the NOI to be filed, the Contractor, within seven (7) days after award of the contract, must furnish the Public Works Department with the necessary information to complete Section V-A and B of the NOI.

Prior to the pre-construction meeting, the Contractor must have the SWPPP completed and approved by the Engineer. Required Review times for the SWPPP are as follows: 1st submittal - 5 working days, 2nd submittal - 5 working days. Work involving soil disturbance shall not start until approval of the SWPPP.

The Contractor shall be responsible for conducting all required monitoring inspections and shall file copies of the inspections and all other reports, certifications or records as required by the SWPPP with the Public Works Department. All fines levied, as a result of the Contractor's failure to comply with the requirements of the Permit the SWPPP shall be the Contractor's sole responsibility.

Time extensions will not be allowed for any suspension of work as a result of the Contractor's noncompliance with the Permit or SWPPP.

Payment for complying with the Permit, completing the SWPPP, and implementation of the SWPPP shall be deemed to be included in the lump sum price bid for SWPPP. Payment during the contract period shall be made as follows:

- a. 25% (less retention) on the first monthly progress payment.
- b. The remainder (less retention) shall be paid in equal payment amounts based upon the length of the contract.

Failure to comply with the Permit, completing the SWPPP and implementing and maintaining the SWPPP may be cause to reduce the amount paid for Items a and b.

WATER POLLUTION PREVENTION AND BEST MANAGEMENT PRACTICES (BMP'S)

Description – Storm water and non-storm water discharges resulting from municipal construction activities (less than 1 acre) are currently governed by the Santa Ana Regional Water Quality Board NPDES Permit No. CAS618030. The permit applies to activities within the County of Orange and is available from the City of Anaheim, Department of Public Works. Also available from the Department of Public Works is the Local Implementation Plan, which provides specific guidance and sets requirements regarding proper pollution control practices and includes a list of Best Management Practices, which must be implemented where applicable. This list can be found on line at <http://www.cabmphandbooks.com> and the Local Implementation Plan is available at the Public Works Records Office, located on the second floor of City Hall, 200 South Anaheim Boulevard, Anaheim, CA 92805

The Contractor shall develop, implement and maintain a Water Pollution Control Program (WPCP) conforming to the requirements of Caltrans Specifications Section 7-1.01G, Water Pollution, as approved by the Field Engineer. The Contractor shall implement and maintain the appropriate BMPs to prevent storm water pollution within the project site at all times during the contract period.

Copies of the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbook may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone Number (916) 445-3520. Electronic copies can be found at <http://www.dot.ca.gov/hq/construc/stormwater.html>.

A Municipal Activities Procedures Manual has been developed by the County of Orange to assist with permit implementation. Specifically, the Municipal Activities Procedures Manual contains Model Maintenance Procedures with Best Management Practices (BMPs) that the Contractor shall adhere to. This list can be found on line at <http://www.cabmphandbooks.com>.

The City's inspector accompanied by the Contractor will conduct inspections of the construction site, typically prior to anticipated storm events and after actual storm events to identify areas contributing to a storm water discharge associated with construction activity and to evaluate whether BMPs to reduce pollutant loadings are adequate and properly implemented in accordance with the terms of the permit or whether additional control measures are needed.

Payment to provide and maintain the WPCP and BMPs shall be considered included in the contract unit price paid for other items of work and shall be considered incidental for accomplishing the work and no additional compensation will be allowed therefore.

Failure of the Contractor to comply with the Engineer's requested corrective actions may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

7-8.6.1 Catch Basin Labeling

On all catch basin construction, the following shall be stenciled on top of the curb at the catch basin:

NO DUMPING – DRAINS TO OCEAN

The lettering shall be 3" high and applied with black paint.

Payment for conformance to the requirements of this section shall be deemed to be included in the price bid for the various item of work and no additional compensation will be allowed therefore.

7-9 Protection and Restoration of Existing Improvements

Delete the second paragraph and replace it with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g. curbs, gutters, sidewalks, driveways, fences, walls, irrigated systems, signs, utility installations, pavements, structures, landscaping, etc.) which are damaged or removed as a result of his operations or as required by the Plans and Specifications. Damaged or removed traffic signal detector loops and or irrigations systems shall be replaced or repaired and returned to service within 72 hours, unless otherwise directed by the Engineer. Where existing traffic striping, pavement markings, and curb markings are damaged or the reflectivity reduced by the Contractor's operations, such striping or marking shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

The last paragraph of this subsection is replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, re-establishing and/or supporting existing improvements shall be included in the Bid.

7-10 Public Convenience and Safety

7-10.1 Traffic and Access

Insert the following after the fourth paragraph:

Fill material shall be placed at all approaches as necessary or as directed by the Engineer to form a smooth transition between the street and drive approach. The Contractor shall maintain the fill material transition until such time as the asphalt pavement is constructed.

The following paragraphs shall be inserted following paragraph seven:

The Contractor shall notify the occupants of all affected properties at least forty eight hours prior to any temporary obstruction of access. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

The Contractor shall maintain reasonable access to all businesses and residents at all times.

At least one twelve foot wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement, and shall remain unobstructed.

Drive approaches shall be opened at the end of the normal recommended concrete curing time.

A minimum of 7 days prior to the start of construction, the Contractor shall install two informational signs for the project. As a minimum, the information on the sign shall include the following:

- a. Start date of construction
- b. Completion date
- c. Lane restrictions
- d. Information phone number (714) 765 5126

7-10.2 Storage of Equipment and Materials in Public Streets

The number of days is amended to two (2) working days. In addition, the last paragraph is amended as follows:

All excess material from excavation not used shall be removed from the site within one (1) working day.

No equipment/material storage will be allowed within the project area during non-working hours for the duration of the construction. Unused equipment or material (including the displaced material) shall be removed and stored offsite (to a fenced and screened area) daily. Only equipment and materials to be used and installed on the next working day may be stored at the construction site.

Payment for conformance to the requirements of this section shall be deemed to be included in the price bid for the various items of work. No additional compensation will be allowed therefore.

7-10.3 Street Closures, Detours, Barricades

The following paragraphs shall be inserted after the first paragraph:

The Contractor shall prepare a permit application for street closure and shall attach two copies of the proposed traffic control signing, barricading, and/or detour routing. The permit application and accompanying attachments shall be submitted to the Engineer for review. Upon approval from the Engineer, a no-fee Street Closure Permit will be issued. No Street Closure, Lane Closure, Detour or other work requiring traffic control shall commence prior to issuance of said permit

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the current Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones, and maintain them in new or like new condition for the duration of the construction project, unless otherwise approved by the Engineer. During adverse weather or unusual traffic or working conditions, additional traffic devices shall be placed as directed by the Engineer.

Insert the following after the second paragraph:

The Contractor shall notify the Engineer a minimum of 5 working days prior to closing or restricting left-turn movements. A minimum of 48 hours prior to restricting left-turn movements and/or closing left-turn pockets, the Contractor shall post sign in advance of and in the area of the closure or restriction. The signs, as a minimum, shall notify the public of the date(s) of the closure and the duration.

Judgment as to adequate or sufficient barricading and signing shall be that which is sufficient and adequate in the opinion of the Engineer.

The Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by the City. Traffic control signs include Stop Signs, Speed Limit, Parking Restriction and other regulatory signs.

Payment for conformance to the requirements of this section shall be deemed to be included in the price bid for various item of work and no additional compensation will be allowed therefore.

7-10.4 Safety

7-10.4.1 Safety Orders

Insert the following after the first paragraph:

The Contractor shall comply with “Construction Safety Orders” of the State Division of Industrial Safety except where “Federal Safety and Health” regulations are more stringent, in which case such federal rules shall apply.

Insert the following after the second paragraph:

Excavations or trenching shall not be left open during non-working hours. They shall be backfilled, plated over with traffic bearing steel plates or securely fenced and lighted with 6 foot high chain link fencing or equivalent, with temporary lighting as appropriate.

7-10.5 Protection of Public

Insert the following:

When construction occurs within a developed residential area and/or through a school site, the Contractor shall take all necessary precautions to protect the public, especially children, from the hazards of open excavations. Trenches shall either be covered or adequately fenced and lighted at night and on weekends or whenever operations are not in actual process.

Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work. It is part of the service required of the contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, loss of life or property, which could result from the interruption or contamination of public water supply, irrigation or other public service or from the failure of partly completed work.

Whenever, in the opinion of the City, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of the utilities or of adjacent structures or property which may, in the opinion of the City, require immediate action in order to protect public or private or personnel or property interest or prevent likely loss of human life or damage on account of the operations under the contract, then and in that event the City may provide suitable protection to said interest by causing such work to be done and material to be furnished, as, in the opinion of the City, may seem reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as may be deemed necessary shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefore, duly certified by the Engineer, then said cost and expense will be paid by the City and shall therefore be deducted from any amounts due, or which may become due to said Contractor. Failure of the City, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

7-13 Laws to be Observed

The following paragraph shall be added after paragraph one:

If a discrepancy or inconsistency is discovered in the plans, Drawing Specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the contractor shall forthwith report the same to the Engineer in writing, otherwise the provisions of Section 2-5.1 shall govern.

7-15 Payroll Records

The Contractor and each of his subcontractors shall prepare payrolls on forms prescribed and in accordance with instructions furnished by the City. Within seven days after the regular payment date of the payroll, the Contractor shall deliver to the City a certified and legible copy of each payroll. Such payroll shall be stated under penalty of perjury to in accordance with the federal regulations made pursuant to the “Anti-Kick-Back Statute (41 U.S.C. Sec.51)”.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid for. The Contractor shall not carry on his payroll any person not employed by him. Employees of a subcontractor must be carried on the rules of the employing subcontractor.

Each Contractor or subcontractor shall preserve its weekly payroll records for a period of 3 years from the date of the contract. The payroll records shall set out accurately and completely the name, address, social security number, occupational classification, and hourly wage rate of each employee, hours worked by him during the payroll period, and full weekly wages earned by him, any deductions made from such weekly wages and the actual weekly wages paid. Such payroll records shall be made available at all times for inspection by the City or its authorized representatives.

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this contract by the Contractor or any subcontractor, the City shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and that the City may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the City pursuant to other provisions of this contract.

SECTION 9 – Measurement and Payment

9-3 Payment

9-3.1 General

The following paragraph shall be added at the end of the subsection:

Whenever the Contractor is required to perform work or furnish equipment, labor, tools and materials of any class of work contained in the plans and specifications for which no price is fixed in the proposal, it shall be understood that such work, equipment, labor, tools, and material shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools, and materials shall be included in the unit bid prices in the proposal and no additional compensation will be made therefore.

9-3.2 Partial and Final Payment

The second paragraph is amended as follows:

On the workday following the designated closure date for preparation of progress estimates, the Contractor shall submit to the Engineer a written progress estimate based on the contract unit prices or as provided for as in Subsection 9-2 of the work that has been satisfactorily completed. The Engineer will review the estimate and approve it or notify the Contractor of any exceptions. The Engineer will determine and prepare the partial and final payments. If the Contractor fails to submit a written progress estimate, the Engineer will determine the quantity of work performed. No such progress estimate will be required, nor payment be made when the total number of working days is 25 or less or when the value of the work totals less than \$500.00. Progress payment will, when properly completed as specified, be paid within 30 calendar days of submittal, and it is understood that any delay in the preparation, approval and payment of these demands will not constitute a breach of contract on the City.

9-3.2.1 Progress Billings (Anaheim Resort Area Projects Only)

All progress billings are to be submitted by the Contractor to the Field Engineer by the 15th of each month. The Public Works Department will process billings received by the 15th of each month and payment will be made not later than the end of the following month. Progress billings received after the 15th of the month will process with the next progress billing.

The Contractor is hereby notified that this project is funded with funds other than Anaheim Resort Area (ARA) funds. As a result, two separate checks may be issued per progress payment. One check will be for the ARA portion of the work and the other check will be for the non-ARA work. The two checks may not be issued on the same date.

9-3.3 Delivered Materials

The text of this subsection shall be deleted and replaced with the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimates for progress payment.

PART 2 CONSTRUCTION MATERIALS

SECTION 200 Rock Materials

200-2 Untreated Base Materials

See Section 400-2

SECTION 203 Bituminous Materials

203-6 Asphalt Concrete

See Section 400-4

SECTION 208 Pipe Joint Types and Materials

208-1 General

Insert the following after the first sentence of the section:

Only the following types of joint materials will be permitted for vitrified clay pipe: “D” and “G”. All other provisions of this section apply.

PART 3 CONSTRUCTION METHODS

SECTION 300 Earthwork

The provisions of Section 300 of the Construction Methods are supplemented by the following:

Unless otherwise provided for in the contract documents, compensation for removal and disposal of existing A.C. pavement shall be included in the measurement and payment for unclassified excavation, and no additional payment will be made therefore.

SECTION 301 Treated Soil, Subgrade Preparation and Placement of Base Materials

301-1.3 Relative Compaction

The provisions of Section 301-1.3 of the Construction Methods shall be modified as follows:

Within the width of the roadway the top 6 inches of the subgrade material shall be compacted to a minimum relative compaction of 95%. In shoulder areas and the subgrade material upon which curb, gutter, driveway and sidewalk are to be placed, the sub-grade shall be compacted to a minimum relative compaction of 90%.

After compaction and trimming, the subgrade shall be firm, hard, and unyielding.

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade

The provisions of Section 301-1.6 of the Construction Methods are supplemented by the following:

Unless noted otherwise on the plans or in the Special Provisions, water valve boxes, manholes and survey monuments within the area to be paved or graded shall be set to finished grade in the manner herein specified and as indicated in the City of Anaheim Standard Details.

302-5.5 Distribution and Spreading

The provisions of Section 302-5.5 of the Construction Methods shall be amended per the following:

The final or surface layer of asphalt concrete shall not be placed until all on-site improvements, including all grading, and all off-site P.C.C. improvements are substantially complete, as determined by the Engineer.

Asphalt concrete of 61 mm (0.20 foot) thickness or less may be placed in one lift. Asphalt concrete of greater than 61 mm (0.20 foot) thickness shall be placed in a minimum of two lifts. When placed in two lifts, the compacted thickness of the final surface course of asphalt concrete shall not be greater than 61 mm (0.20 foot) or less than 30 mm (0.10 foot).

Fog Seal Coat

A fog seal coat shall be applied over all joint strips where asphalt constructed under this project abuts existing pavement and as directed by the Engineer. The fog seal coat shall conform to the provisions of Section 203.

Fog seal coat shall be an SS1 type asphaltic emulsion applied at a rate of 0.25 L/m² (0.05 gallons per square yard) or as determined by the Engineer. Payment for the fog seal coat shall be included in the unit price bid per ton for "Asphalt Concrete" and shall include full compensation for furnishing all labor, materials, tools, equipment and appurtenances necessary to do the work, complete in place, as shown on the plans, and as specified in the Specifications and Special Provisions and as directed by the Engineer. No additional compensation will be allowed therefore.

302-5.8 Manholes (and other structures)

The first paragraph of 302-5.8 is hereby changed to read as follows:

Sewer and storm drain structures, water valve boxes, survey monuments and electrical vaults extending above the new subgrade, profile surface or cold mill surface shall be removed by the Contractor to the new subgrade, profile surface or cold mill surface before placement of base material or paving. The owners shall lower other structures. All debris and foreign material shall be removed per 301-1.6. The top of reset manholes and other structures shall meet the smoothness requirement as specified in 302-5.6.2.

303-5 Concrete Curbs, Walks, Gutters, Cross-Gutters, Alley Intersections, Access Ramps and Driveways

303-5.5.2 Curb

The last sentence of the second paragraph of Section 303-5.5.2 of the Construction Methods shall be modified as follows:

The name of the Contractor and the year in which the improvement is constructed shall not be stamped in the completed work.

SECTION 306 Underground Conduit Construction

The provisions of Section 306 of the construction Methods are supplemented by the following:

306-1 Open Trench Operations

306-1.1 Trench Excavation

306-1.1.6 Bracing Excavation

The last paragraph of the section shall be replaced with the following:

All material used for protection shall be removed from the project unless it has been approved to remain in place by the Engineer.

306-1.1.7 Protection

Any excavation greater than 305 mm (1') in depth but less than 0.9 m (3') which will be left open after the completion of the normal work day shall be protected by a fence or barricade. Any excavation over 0.9 m (3') in depth will be fenced.

Prior to the start of construction the Contractor shall submit to the Engineer, for approval, the method of protection to be used.

All excavations less than or equal to 305 mm (1') in depth which will be left open over night shall have material bladed up and compacted against all vertical cuts within 1.5 m (5') of the traveled way.

Payment for compliance with this section shall be deemed to be included in the price bid for the various items of work for which excavation is necessary. No additional compensation will be allowed therefore.

306-1.2 Installation of Pipe

306-1.2.1 Bedding

The second paragraph of this section is amended as follows:

Bedding shall conform to the provision of Section 306-1.2.1 of the Construction Methods and as shown on the plans. The cost of providing and installing said bedding material shall be included in the price bid for pipe and no additional allowance will be made therefore. In any case, where rock bedding under the pipe is required by the Engineer for stabilizing unstable subgrade due to existing ground conditions (not attributable to Contractors' operations or methods), such rock bedding material shall be paid for at the job site delivered price.

306-1.2.3 Field Jointing of Clay Pipe

This section is amended as follows:

Type “G” joints shall be used on all mains and 6” or larger laterals. Type “C” joints may be used on 4’ laterals.

306-1.3 Backfill and Densification

The provisions of this section are supplemented by the following:

All backfill for pipe or conduit shall be densified to a relative compaction of 90% minimum by water densification, mechanical tampers or rollers or other mechanical means.

306-1.5.1 Temporary Resurfacing

The first sentence of the last paragraph is amended as follows:

Payment for temporary trench resurfacing shall be included in the various items of work and no additional payment will be allowed.

SECTION 307 – Traffic Signals and Safety Lighting

When applicable, the Standard Specifications Supplement for Traffic Signals and Safety Lighting will be found at the end of this Supplement.

SECTION 400 – Portland Cement Concrete

Portland cement concrete shall meet the requirements of Section 400 and these Special Provisions.

For 2500 class concrete, a pre-qualified mix design may be used in accordance with the provisions of ACI 318-71, Section 4.2.2.1, in which $f'_c = 17$ mpa (2500 psi).

The cement type requirement, Section 201.1.2.2, shall be Type II to Type V as determined by the Engineer. Type II or Type V cement shall conform to ASTM C 150 and the low alkali requirements of Table 1A therein.

The Cleanness Value requirement of Section 200-1.4 shall be replaced with the following:

<u>Tests</u>	<u>Test Method No.</u>	<u>Requirements</u>
Cleanness Value	California 227	
Individual Test		70 Min*
Moving Average		75 Min*

The sand equivalent requirement of Section 200-1.5.3. shall be replaced with the following:

<u>Tests</u>	<u>Test Method No.</u>	<u>Requirements</u>
Sand Equivalent Individual Test	California 217	70 Min*
Moving Average		75 Min*

* For 2500 or less class concrete, except concrete pavement, a minimum 65 Individual Test Result and a minimum 70 Moving Average will be acceptable if 17 mpa (2500 psi) 28-day strength criteria of Section 201-1.1.4 are met, at 150 mm (6") slump or greater. The EMA Materials Laboratory will make the testing and acceptance determination. Evaluation of Sand Equivalent and Cleanness Value shall conform to the provisions of Subsection 400-1.4.

SECTION 400-2 – Untreated Base Materials

Base materials shall conform to the provisions of Section 400-2 of the Standard Specifications and the following supplement:

In lieu of the 2nd sentence of Section 200-2.4.1 at least 65%, by weight, of the material retained on the No. 4 sieve shall be a crushed particle as determined by Test Method No. California 205.

Evaluation of gradation and sand equivalent test results shall conform to the provisions of Subsection 400-1.4. The gradation and sand equivalent requirements of Subsections 200-2.2, 200-2.3, 200-2.4, 200-2.5 and 200-2.6 shall be the moving average requirements.

Individual test requirements for gradation and sand equivalent shall be as determined by the Engineer.

SECTION 400-4 – Asphalt Concrete

Asphalt concrete shall conform to the provisions of Section 400-4 of the Standard Specifications and the following supplement:

Coarse aggregate shall consist of material of which at least 75% by weight shall be crushed particles in lieu of the requirements of Section 400-4.2.3.

The gradation of combined aggregate and the asphalt content shall be as follows:

Arterial Highways, Collector, and Interior Streets	Max
19 mm (3/4") (III-B-2) Base Course	5.7%
13 mm (1/2") (III-C-3) Base and Surface Course	6.0%