

NO. INITIAL





DESCRIPTION

WICHAEL GO DATE REG No. 42176 - CIVIL FOR OF CALIFORNY

GARY M. CORDON

APPROVED BY

			DESIGNED BI				1/30/2023
	2240 Douglas Boulevard, Suite 270, Ros	eville, California 95661	CHECKED BY	G. GORDON			1/30/2023
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100	- Jour	1/30/2023		ORIGINAL	_ SCALE IN	INCHES	
GARY M. GORDO	DN BC.E. 42176	DATE		FOR F	REDUCED F	LANS	

GENERAL SEF 453 E. COUNTY ROAD WILLOWS, CALIFORNIA

BBREVIATIONS

APPROXIMATE
AGGREGATE BASE
BEGIN CURVE
BEGIN
CUT
CORRUGATED METAL PIPE
CONCRETE
DECOMPOSED GRANITE
END CURVE
ELEVATION
EDGE OF PAVEMENT
FILL
FINISHED GRADE
HINGE POINT
HOT MIX ASPHALT
HORIZONTAL
LEFT

MAXIMUM MINIMUM NUMBER ORIGINAL GROUND PROFILE GRADE POINT OF BEGINNING POINT OF END POINT ON TANGENT PAVEMENT RADIUS REINFORCING RIGHT SIDEWALK SHOULDER TYPICAL VERTICAL VERTICAL POINT OF INTERSECTION

LEGEND

- OHT OHT	OVERHEAD	TELEPHONE
F0 — F0 —	USA FIBER	OPTIC

-OHE -----OHE -- OVERHEAD ELECTRICAL

CONTRACTOR GENERAL NOTES:

ALL WORK SHALL CONFORM TO THE APWA "GREENBOOK" STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, INCLUDING SUPPLEMENTS. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT

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MIN

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POE

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PROPERTY OWNERS AND TO THE TRAVELING PUBLIC. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION ACTIVITIES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. CONTRACTOR MUST INFORM COUNTY OF CONSTRUCTION SCHEDULE AT LEAST TWO WEEKS PRIOR TO BEGINNING OF CONSTRUCTION. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY COUNTY ENGINEER

6. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS. ALL WORK SHALL STOP, AND THE COUNTY ENGINEER SHALL BE NOTIFIED IMMEDIATELY

DRIVEWAY LOCATION INFORMATION IS TO BE FIELD VERIFIED AND APPROVED BY COUNTY ENGINEER

8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE LIMITS OF WORK OF THE PROPOSED IMPROVEMENTS, AND IN THE EVENT OF SUBSTRUCTURE DAMAGE, HE SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT AT NO ADDITIONAL COST TO CONTRACT.

9. THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN 9:00 P.M. AND 5:00 A.M. ON ANY DAY NOR ON SATURDAYS, SUNDAYS (EXCEPT AT NIGHT) OR HOLIDAYS, AT ANY TIME EXCEPT AS APPROVED BY THE COUNTY ENGINEER. 10. SEE DEMOLITION PLAN GENERAL NOTES FOR INFORMATION REGARDING EXISTING TREES TO BE REMOVED AND TREES TO REMAIN AND LIMBED UP. 11. THE CONTRACTOR IS ADVISED THAT ALL EXCAVATED MATERIALS SHALL BECOME HIS/HER PROPERTY AND SHALL BE REMOVED FROM THE JOB-SITE UNLESS INSTRUCTED BY THE COUNTY ENGINEER TO DO OTHERWISE.

12. THE CONTRACTOR SHALL RELOCATE / ADJUST EXISTING UTILITY BOXES, VALVES, AND VAULTS TO GRADE AND THE COSTS ARE TO BE DISTRIBUTED AMONG VARIOUS ITEMS ON THE BID SCHEDULE.

13. SEE DEMOLITION PLAN GENERAL NOTES FOR CLOSURE OF ROAD J^{1}_{2} DURING CONSTRUCTION. 14. THE CONTRACTOR SHALL PROVIDE A 72-HOUR NOTIFICATION TO THE

AFFECTED PROPERTIES, POLICE DEPARTMENT, AND FIRE DEPARTMENT IN THE EVENT OF A CHANGE IN STREET CLOSURE TO TRAFFIC AND/OR PUBLIC SAFETY VEHICLES, PARKING RESTRICTIONS, AND ON EACH MONDAY MORNING DURING THE CONSTRUCTION PERIOD. 15. ALL PORTLAND CEMENT CONCRETE (PCC) AND ASPHALTIC CONCRETE (AC)

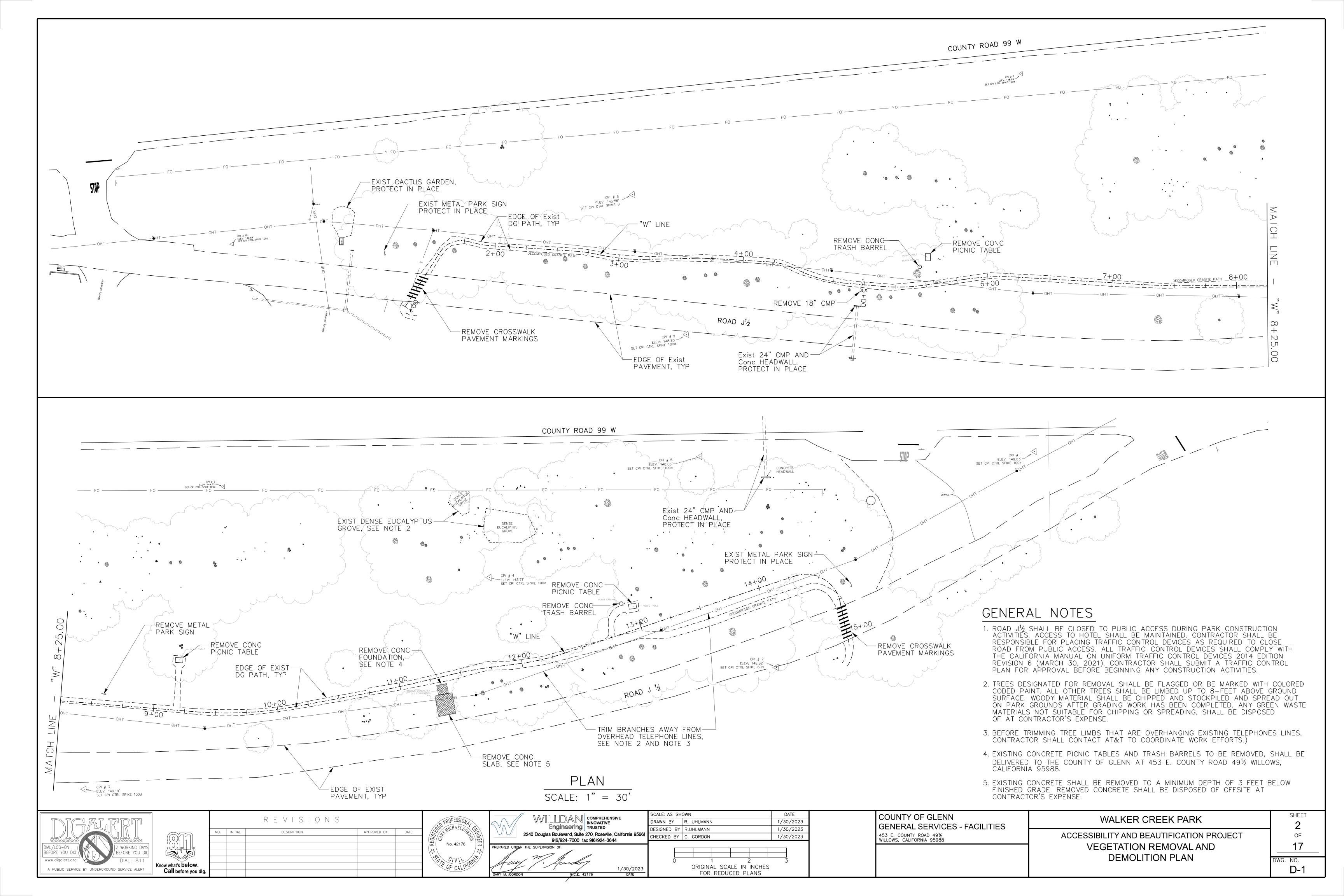
SHALL BE REMOVED TO A SAWCUT AND/OR EXISTING CONTROL JOINTS. 16. CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AT ALL TIMES. 17. RECORD DRAWINGS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL BY THE COUNTY ENGINEER.

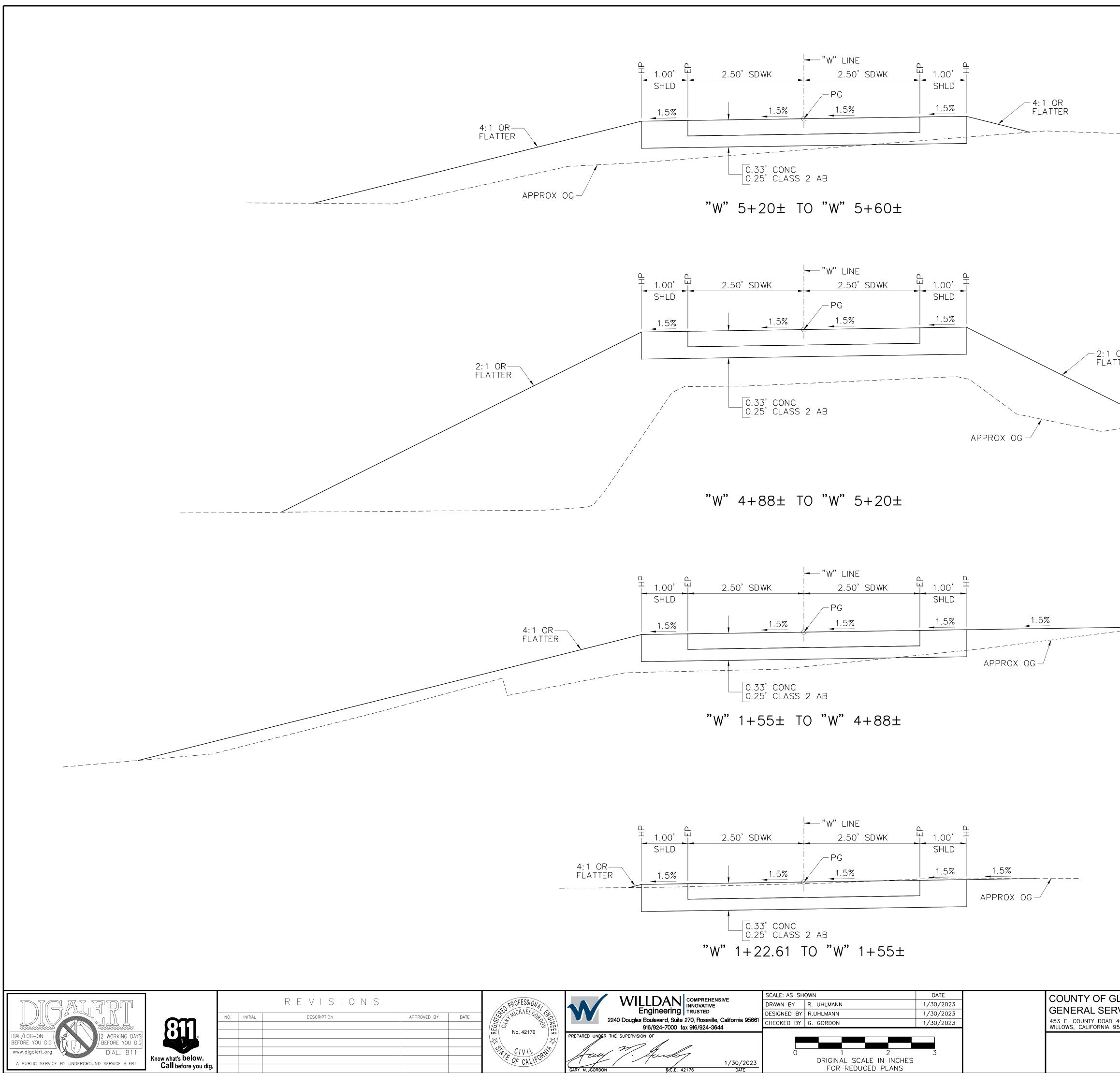
18. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (DIG ALERT) AT 811 TWO (2) FULL WORKING DAYS PRIOR TO START OF WORK. CONTRACTOR MUST OBTAIN AND MAINTAIN VALID DIG ALERT REFERENCE NUMBER THROUGH THE DURATION OF THE PROJECT AS NECESSARY FOR CONSTRUCTION. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY THE CONTRACTOR SHALL NOTIFY THAT UTILITY IMMEDIATELY.

19. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

20. IF REQUIRED, CONTRACTOR SHALL PREPARE A WET WEATHER EROSION CONTROL PLAN DELINEATING BMPS TO BE INSTALLED PER NPDES, SWPPP, SUSMP, AND LID LOCAL, STATE, AND FEDERAL REGULATIONS TO BE APPROVED BY THE COUNTY ENGINEER PRIOR TO THE START OF CONSTRUCTION

GLENN RVICES - FACILITIES	WALKER CREEK PARK	SHEET 1
49½ 95988	ACCESSIBILITY AND BEAUTIFICATION PROJECT	OF
	TITLE SHEET	<u>1/</u> DWG. NO. T-1
		-

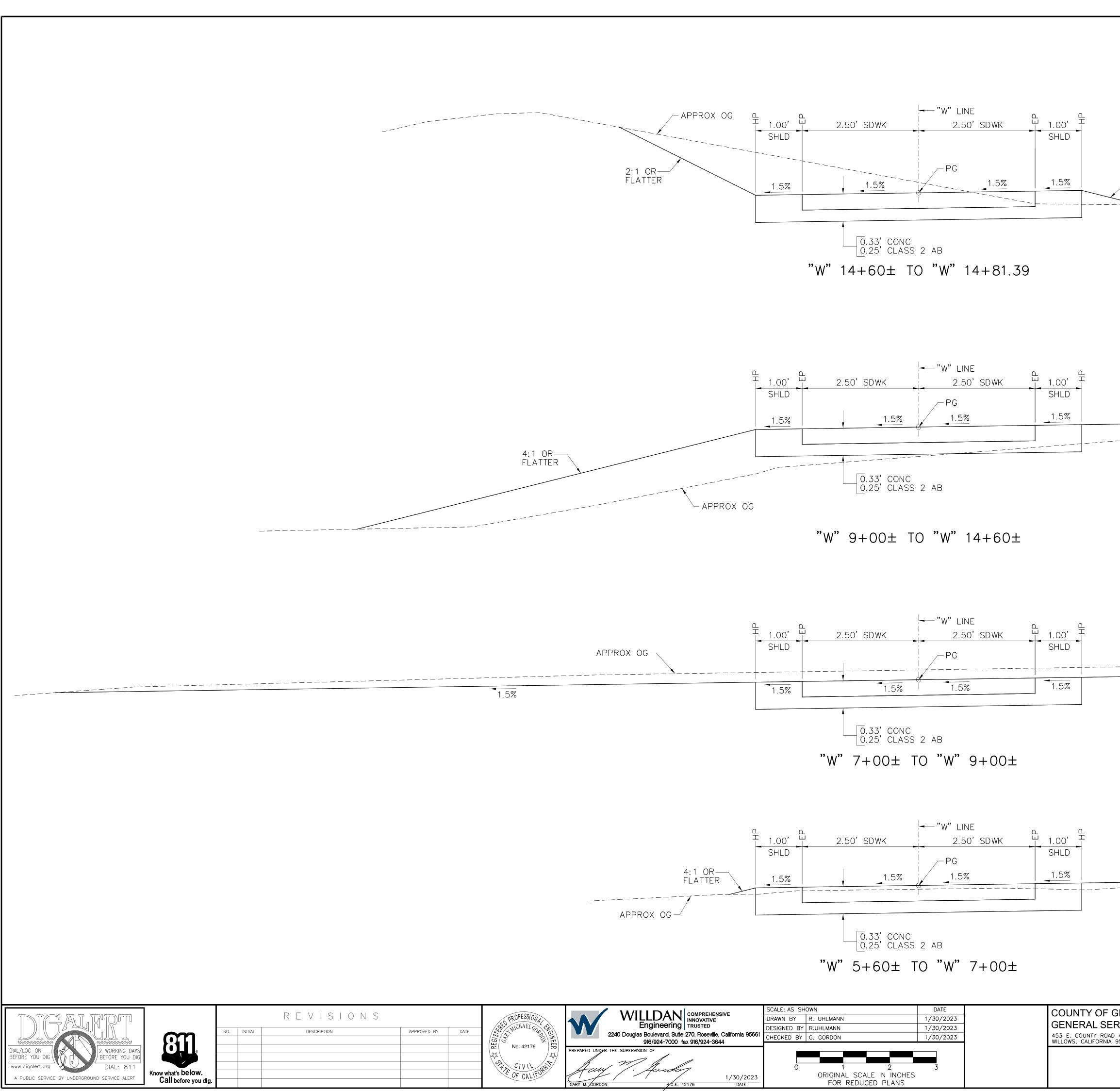


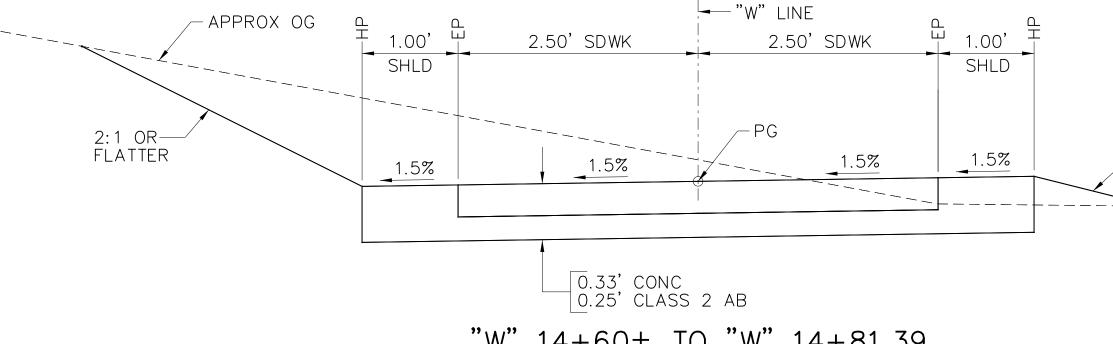


GARY M. GORDON

3.C.E. 42176

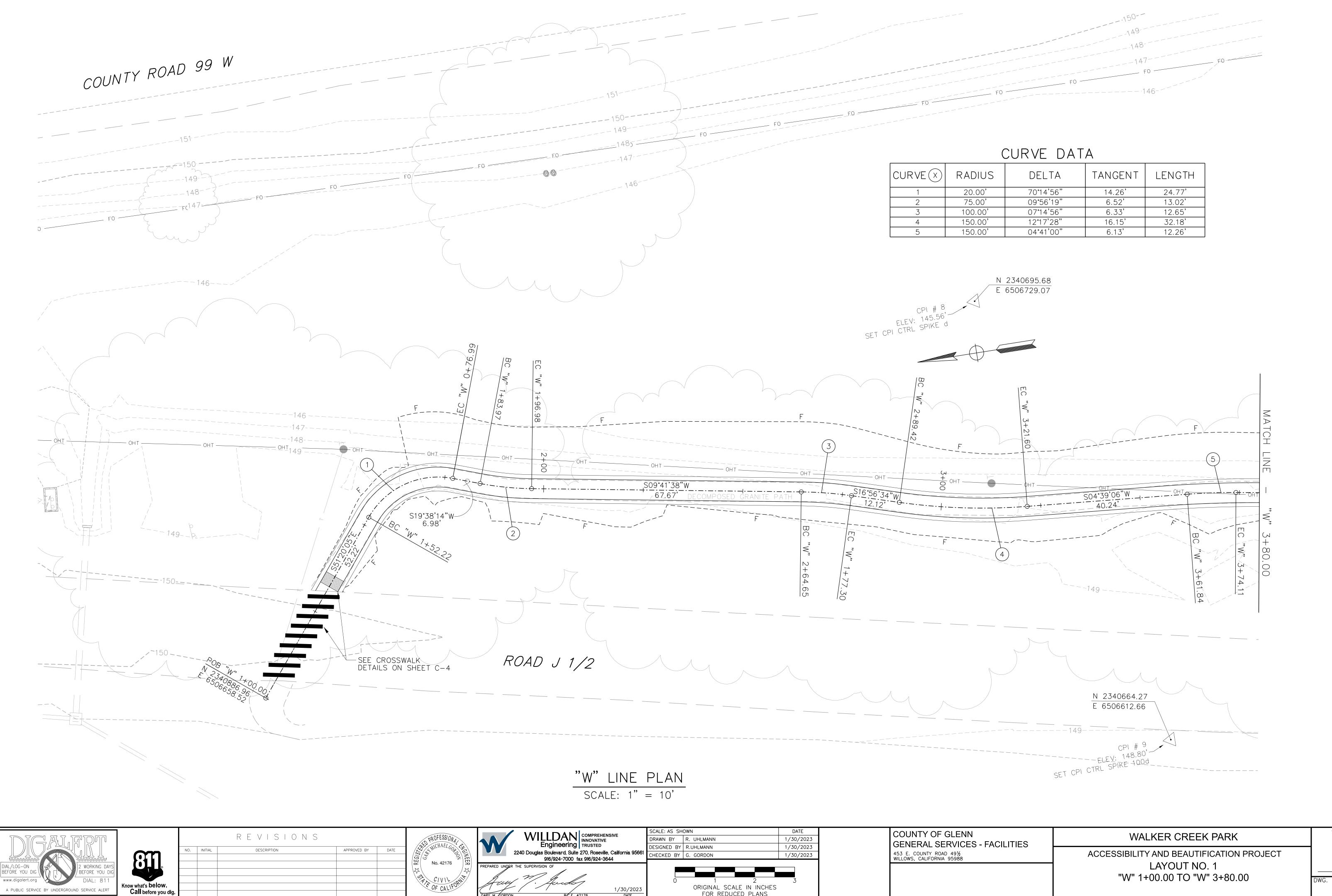
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GLENN	WALKER CREEK PARK	SHEET
RVICES - FACILITIES	ACCESSIBILITY AND BEAUTIFICATION PROJECT "W" LINE	3 _{ОF} 17
	TYPICAL SECTIONS NO. 1	DWG. NO. X-1





- 4:1 OR FLATTER

	5 <u>%</u>		
GLENN RVICES - FACILITIES 49½ 95988	ACCESSIBILITY A	ER CREEK PARK ND BEAUTIFICATION PRO "W" LINE AL SECTIONS NO. 2	SHEET 4 OF 17 DWG. NO. X-2

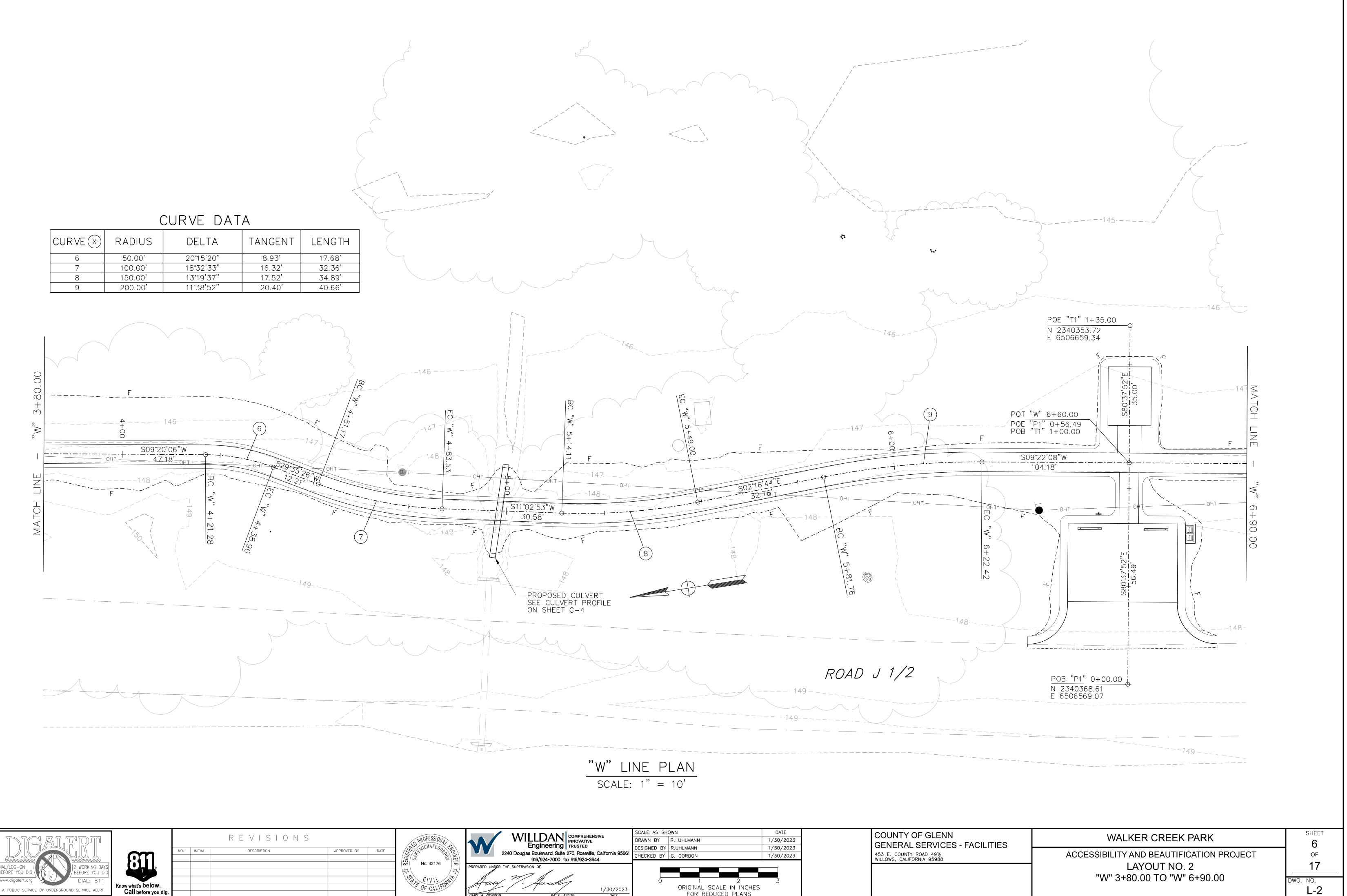


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EL.		Engineering TRUST	TED	DESIGNED BY	R.UHLMANN	1/30/2023	GENERAL SER
ENGINEER	224	0 Douglas Boulevard, Suite 270, Ro	oseville, California 95661	CHECKED BY	G. GORDON	1/30/2023	453 E. COUNTY ROAD 4
		916/924-7000 fax 916/9	924-3644				WILLOWS, CALIFORNIA 95
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	GARY M. CORDON	B.C.E. 42176	DATE		FOR REDUCED PLANS		

RADIUS	DELTA	TANGENT	LENGTH
20.00'	70°14'56"	14.26'	24.77'
75.00'	09°56'19"	6.52'	13.02'
100.00'	07°14'56"	6.33'	12.65'
150.00'	12°17'28"	16.15'	32.18'
150.00'	04°41'00"	6.13'	12.26'

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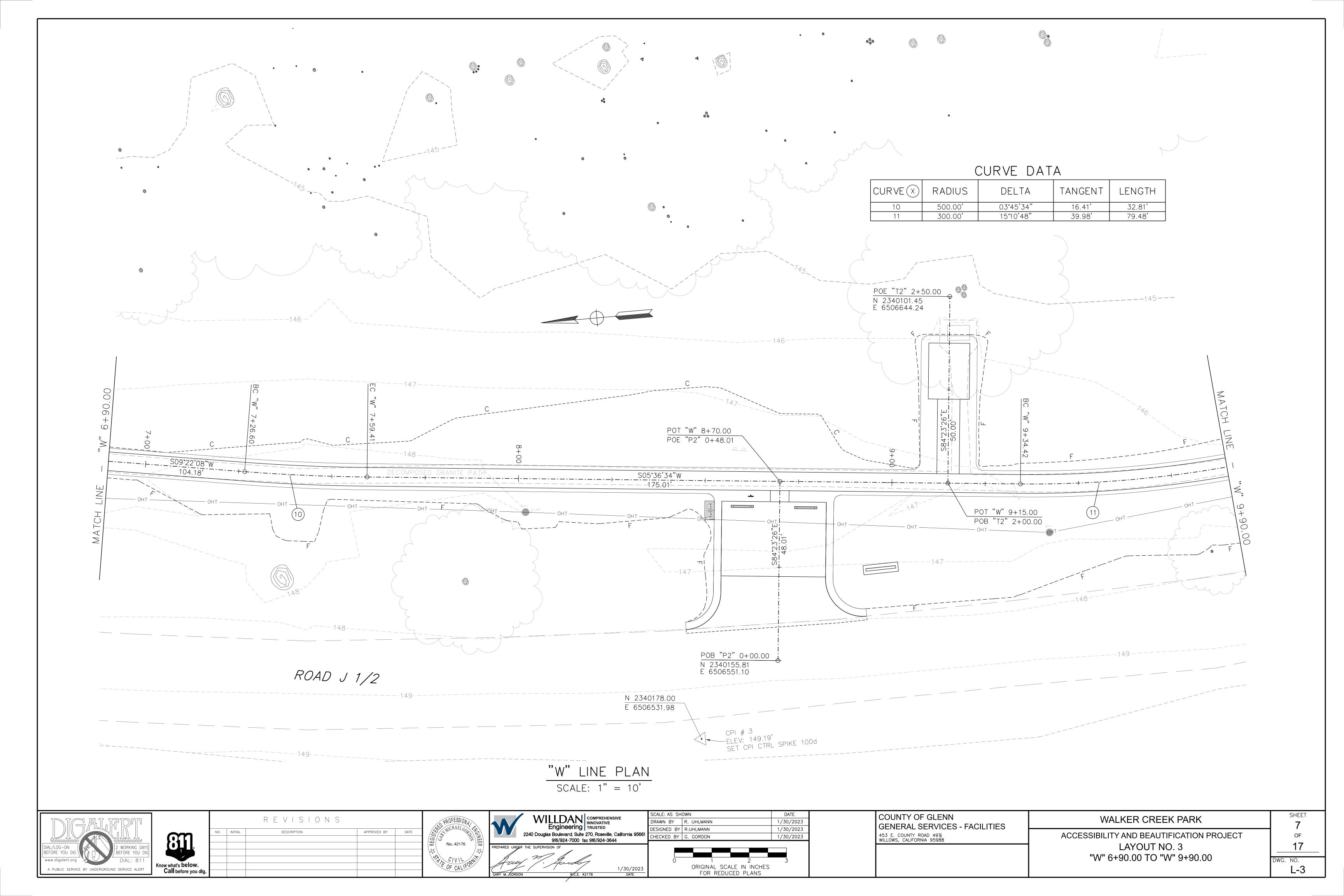
GLENN RVICES - FACILITIES	WALKER CREEK PARK	SHEET
95988	ACCESSIBILITY AND BEAUTIFICATION PROJECT LAYOUT NO. 1 "W" 1+00.00 TO "W" 3+80.00	OF <u>17</u> DWG. NO. L-1

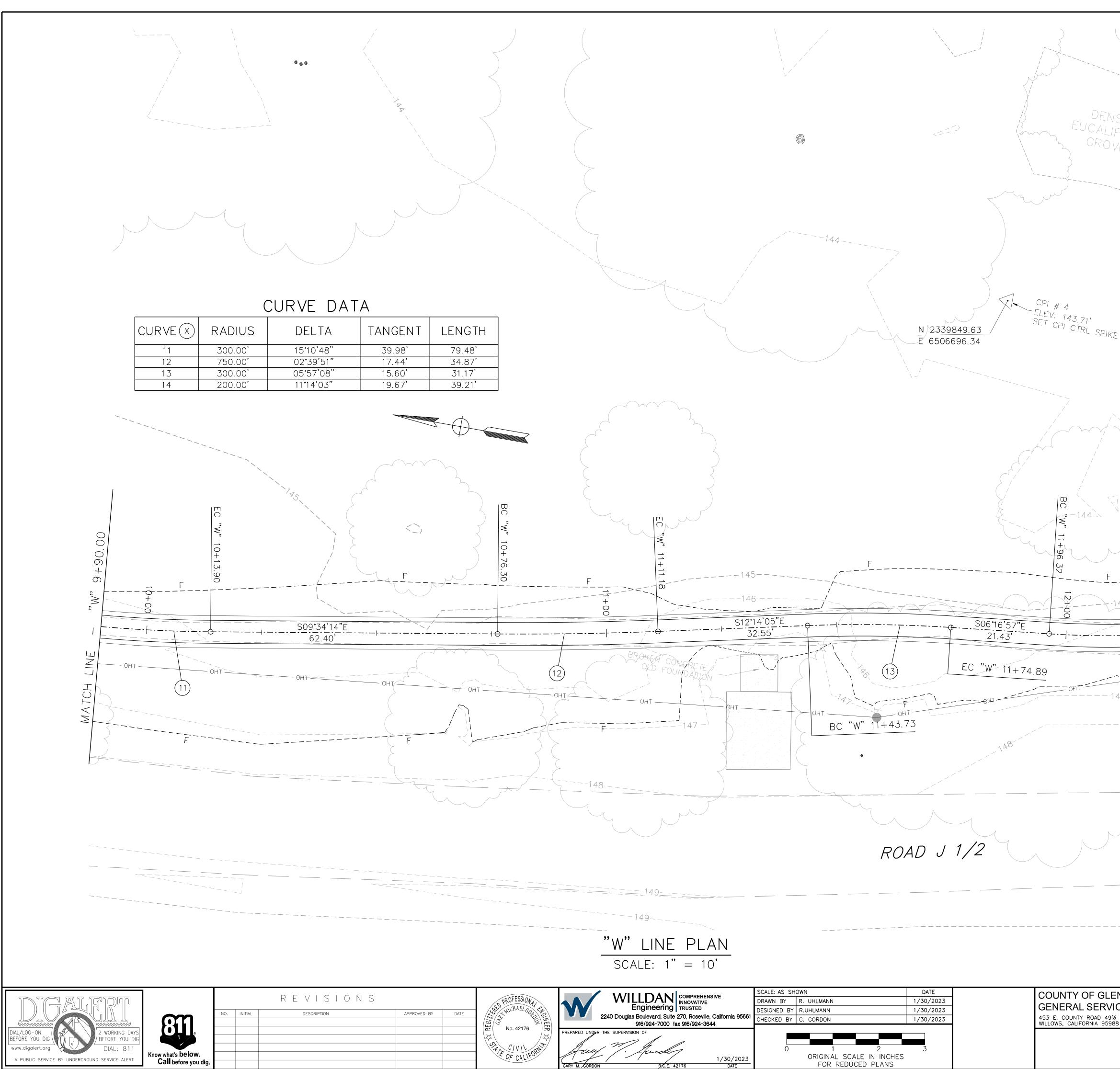


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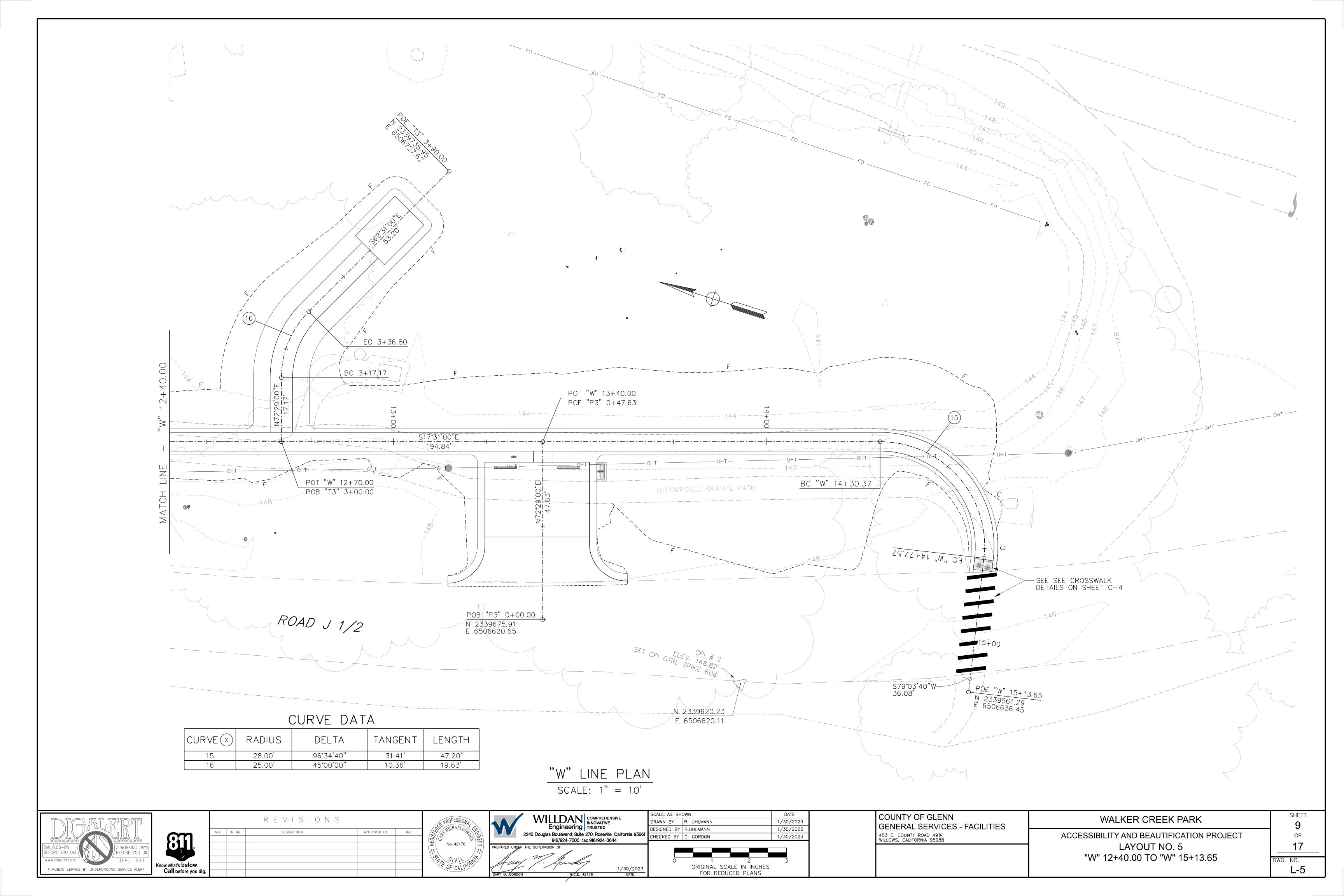
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

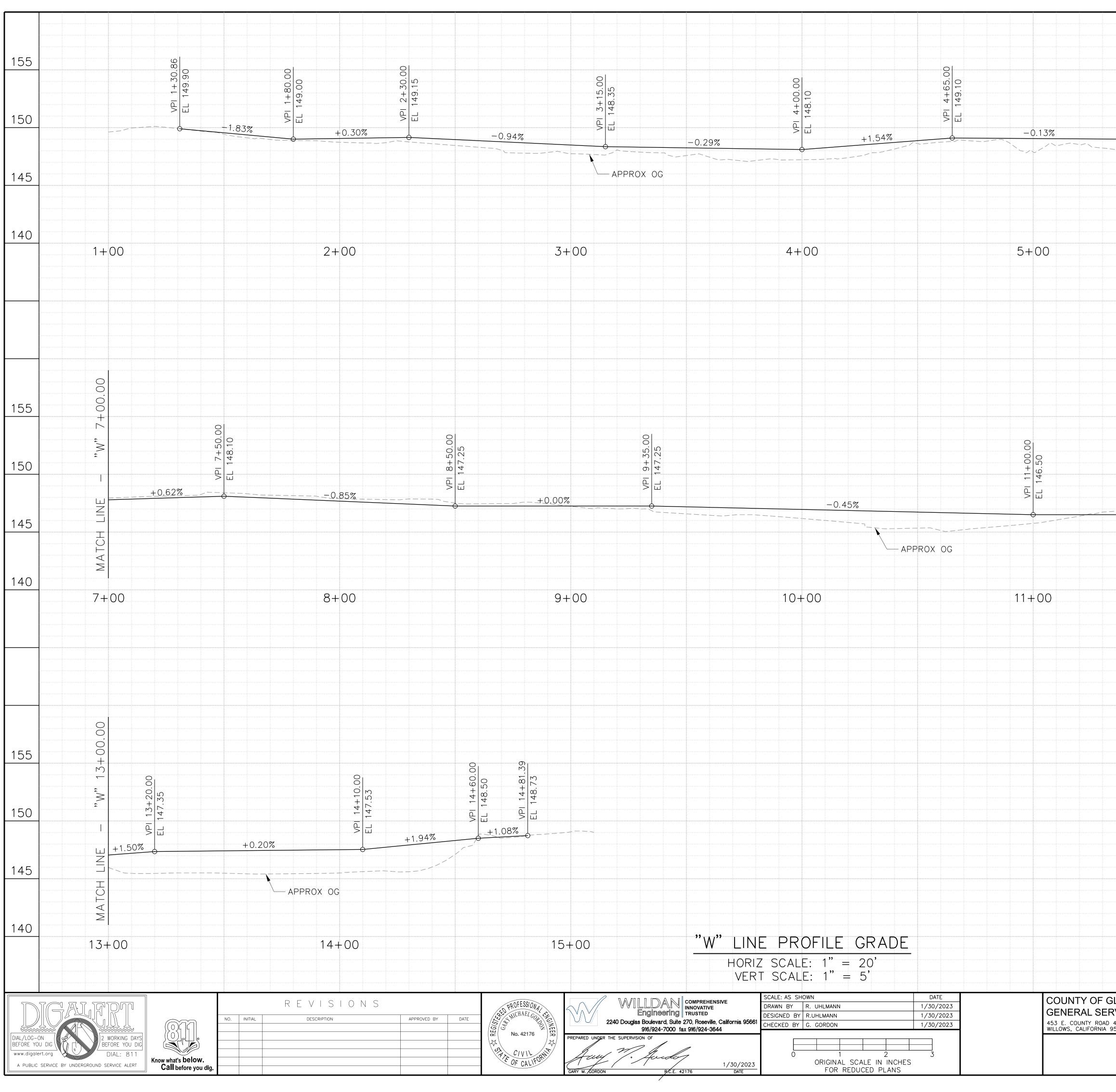
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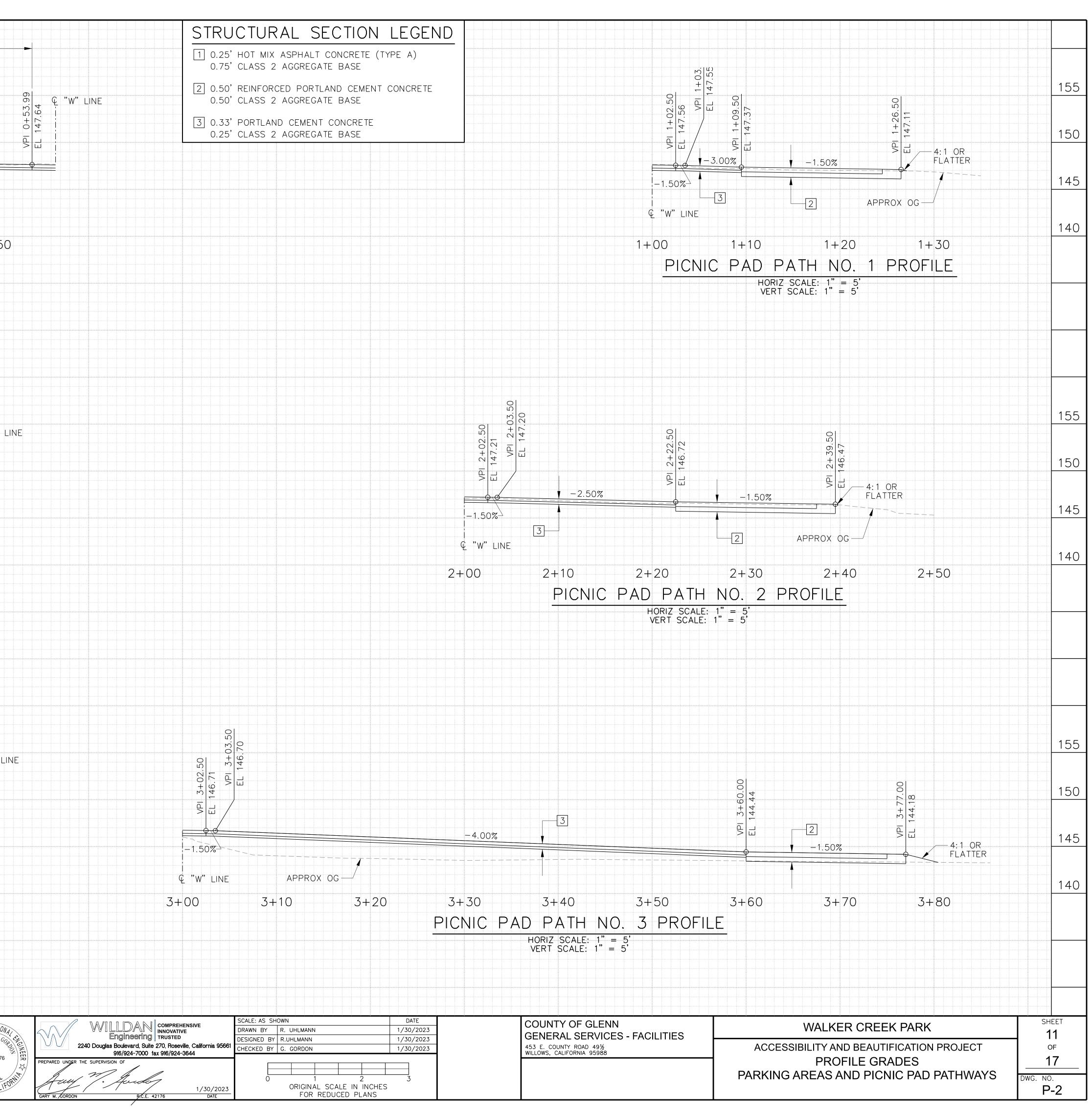
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LENN RVICES - FACILITIES	WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT	SHEET 8 OF
	LAYOUT NO. 4 "W" 9+90.00 TO "W" 12+40.00	<u>17</u> DWG. NO. L-4

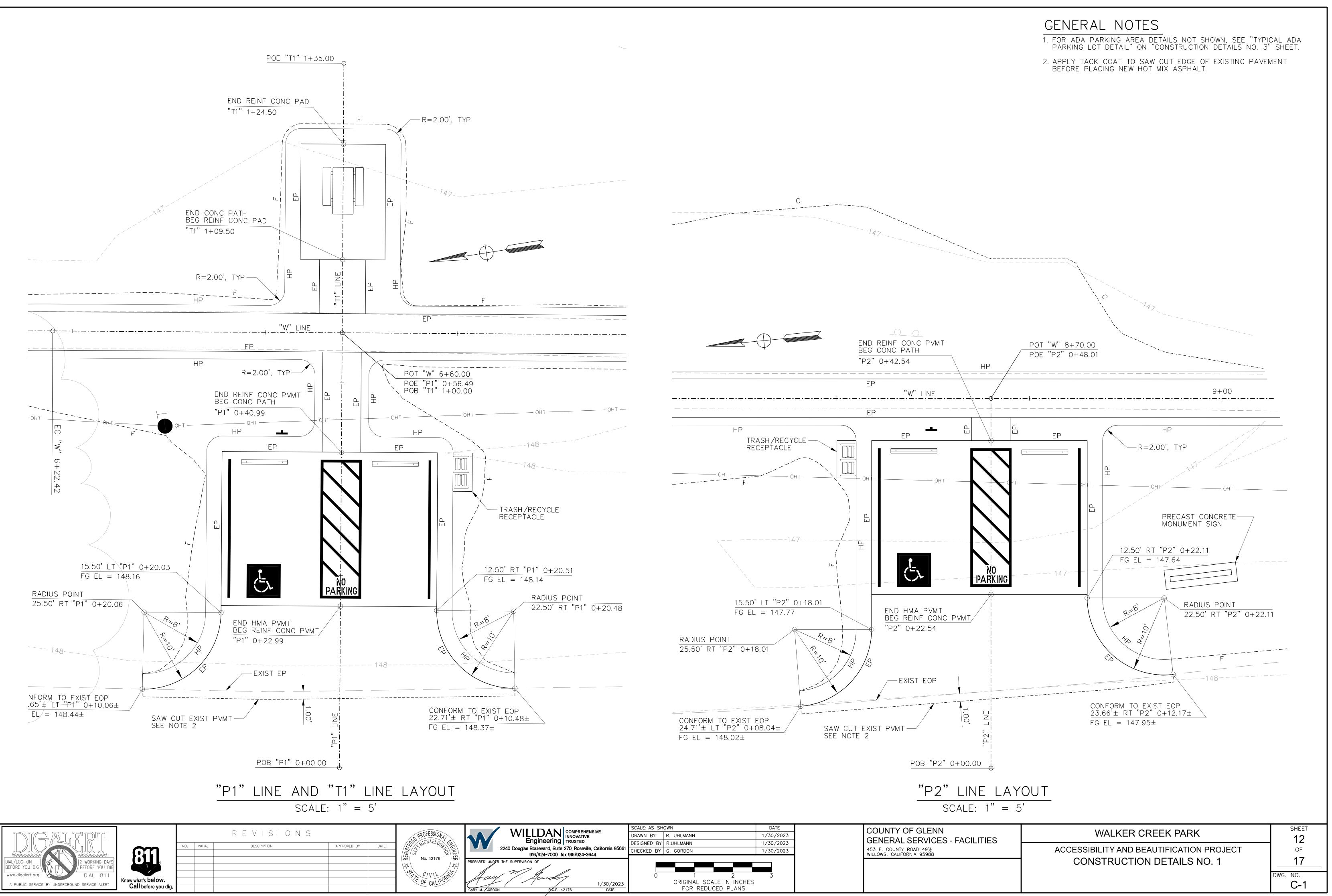


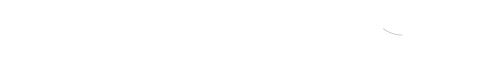


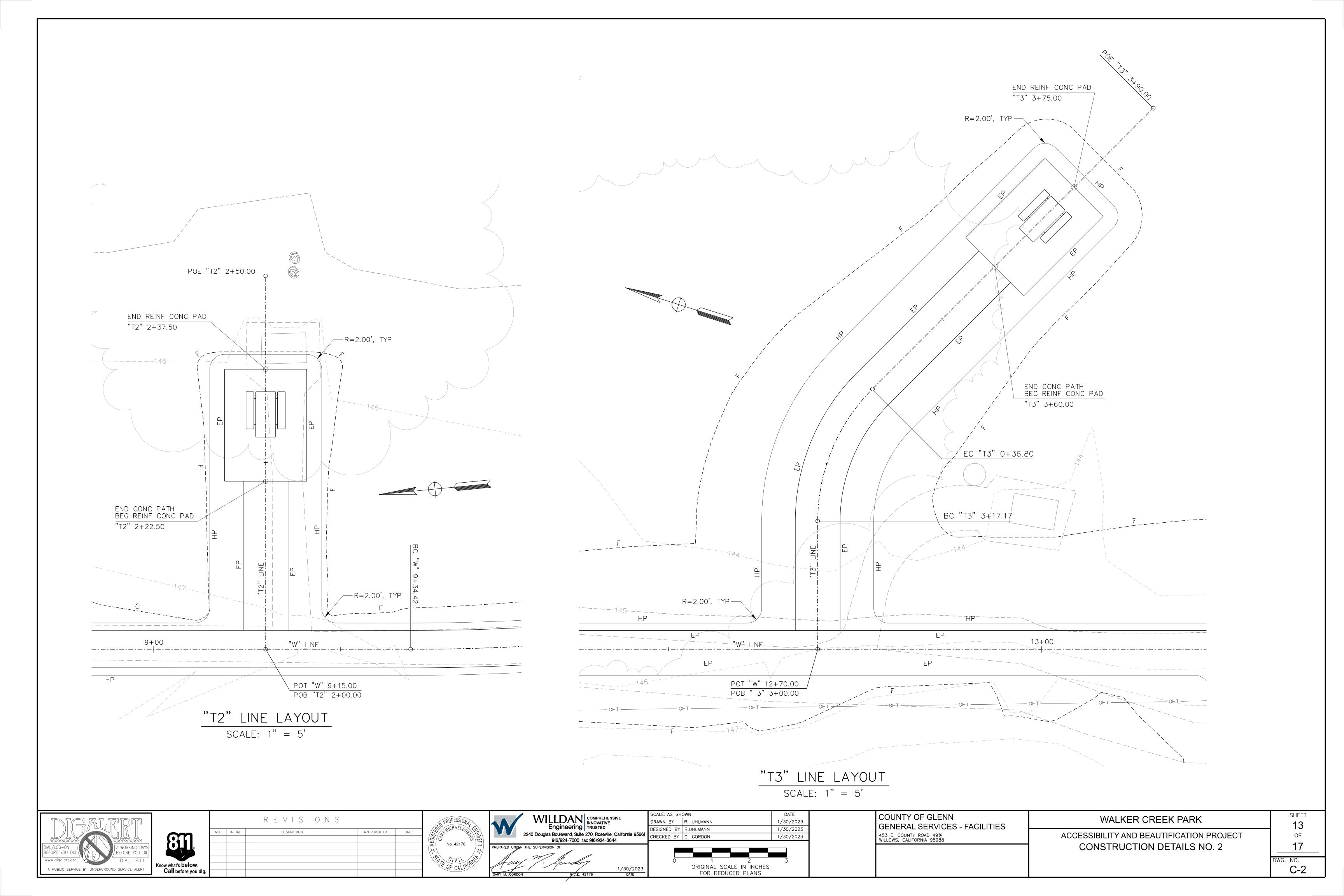
CPI 5+40.00 FI 149.00 -2.50%	VPI 6+00.00 ++ EL 147.50				MATCH LINE - "W" Z	155
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+0.00%		VPI 12+25.00 EL 146.50	0.71% VPI 12+60.00 	VPI 12+80.00		150
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GLENN RVICES - FACILITIES 49½ 95988	ACCE	SSIBILITY AI	ER CREEK PA ND BEAUTIFICA OFILE GRADI .00 TO "W" 14	TION PRO		SHEET 10 OF 17 WG. NO. P-1

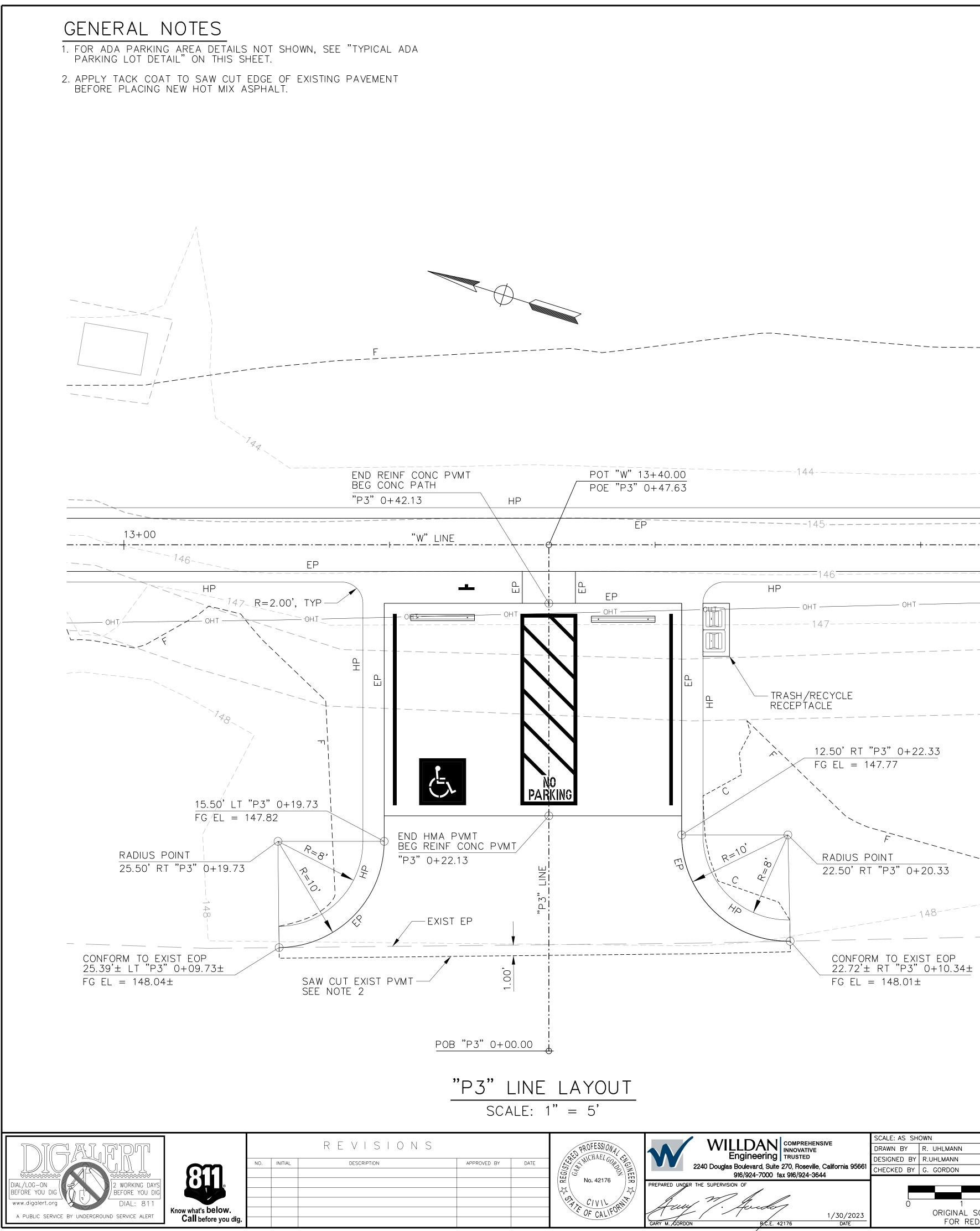
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145	======================================	▼ -2.48%±	ROX OG	-1.50%
140			2	
	0+00 0+10	0+20 PARKIN	G AREA NO. 1 P	0+40 0+5 PROFILE
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	APPROX EDGE	HMA APRON	CONC PARKING SL	
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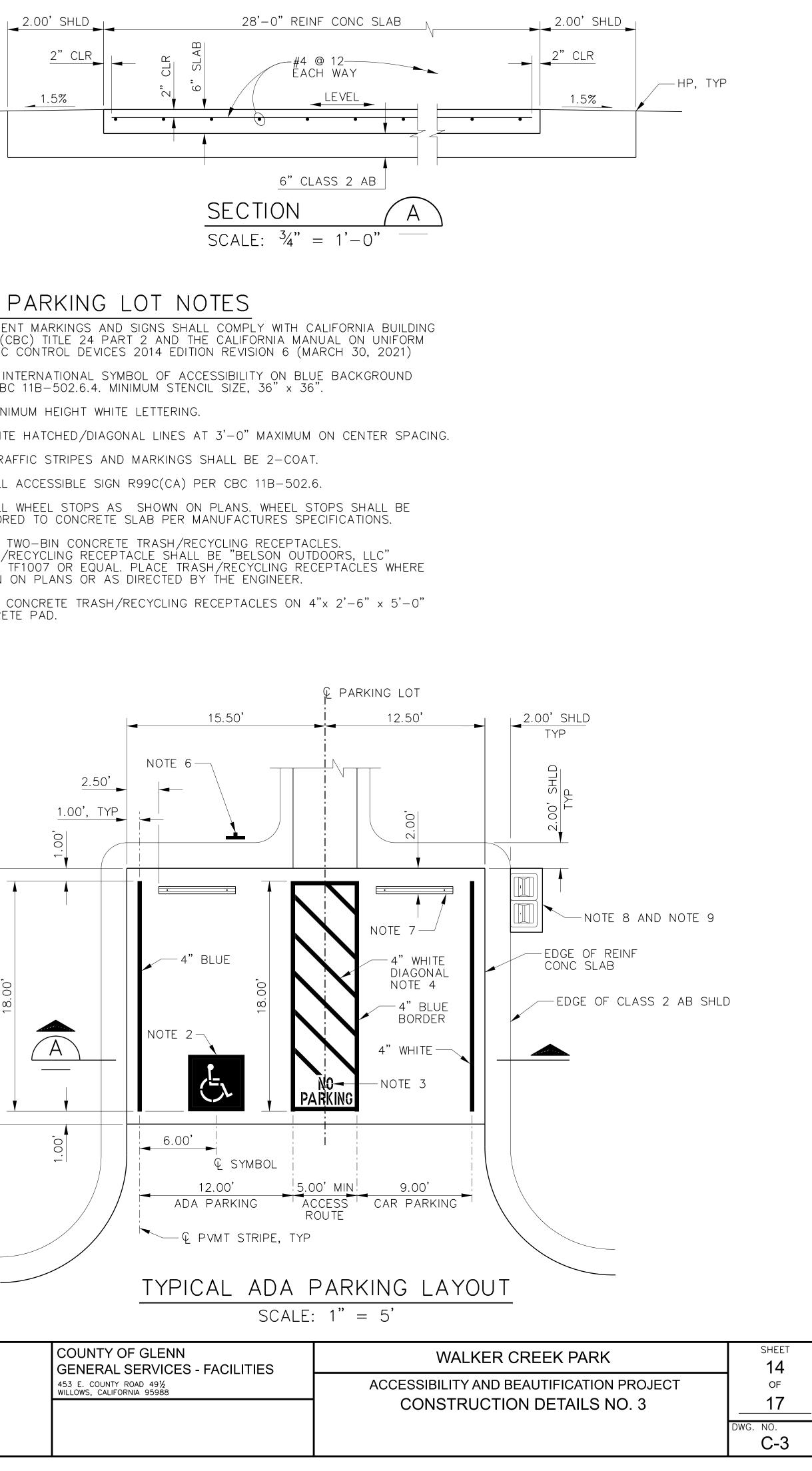


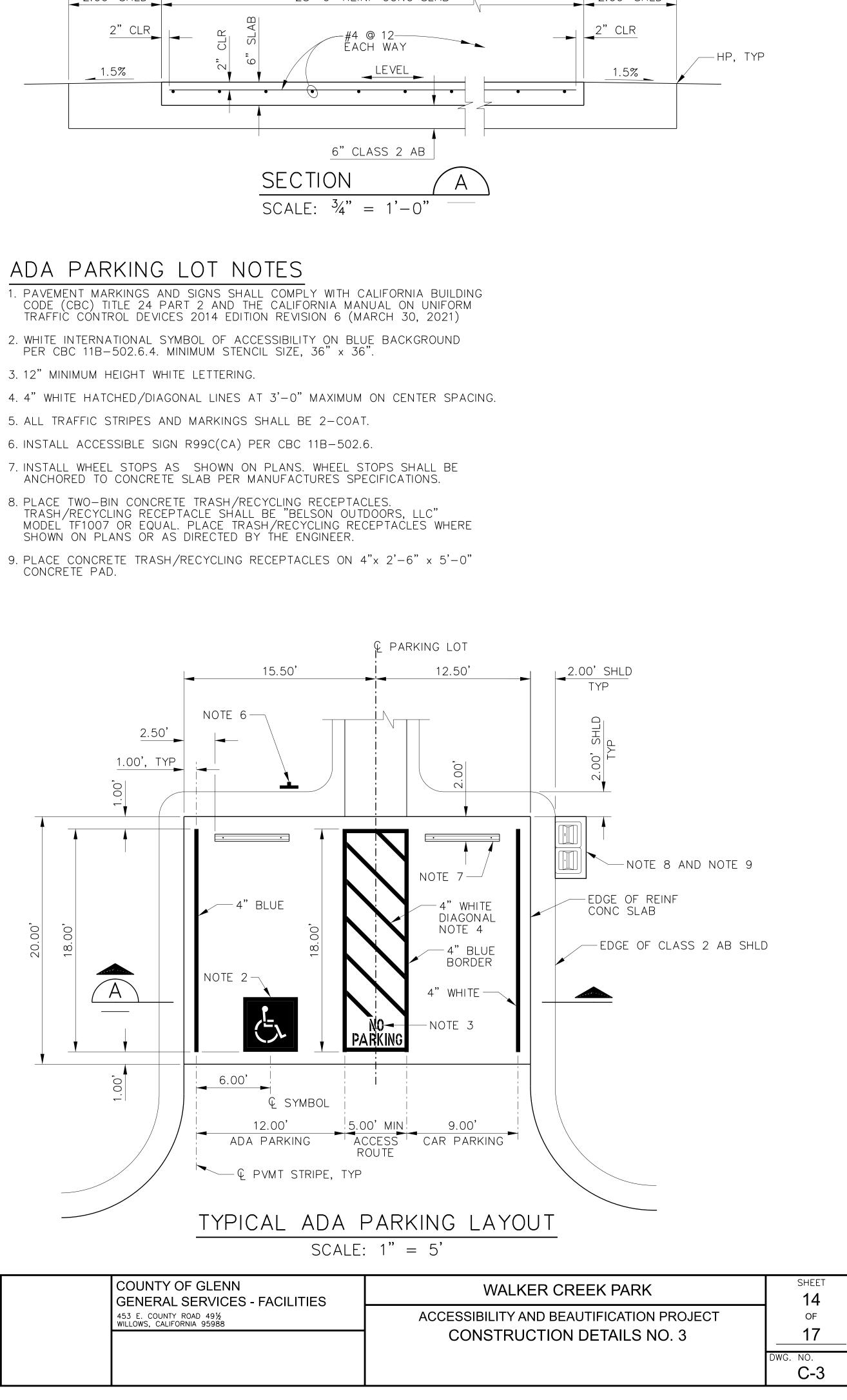












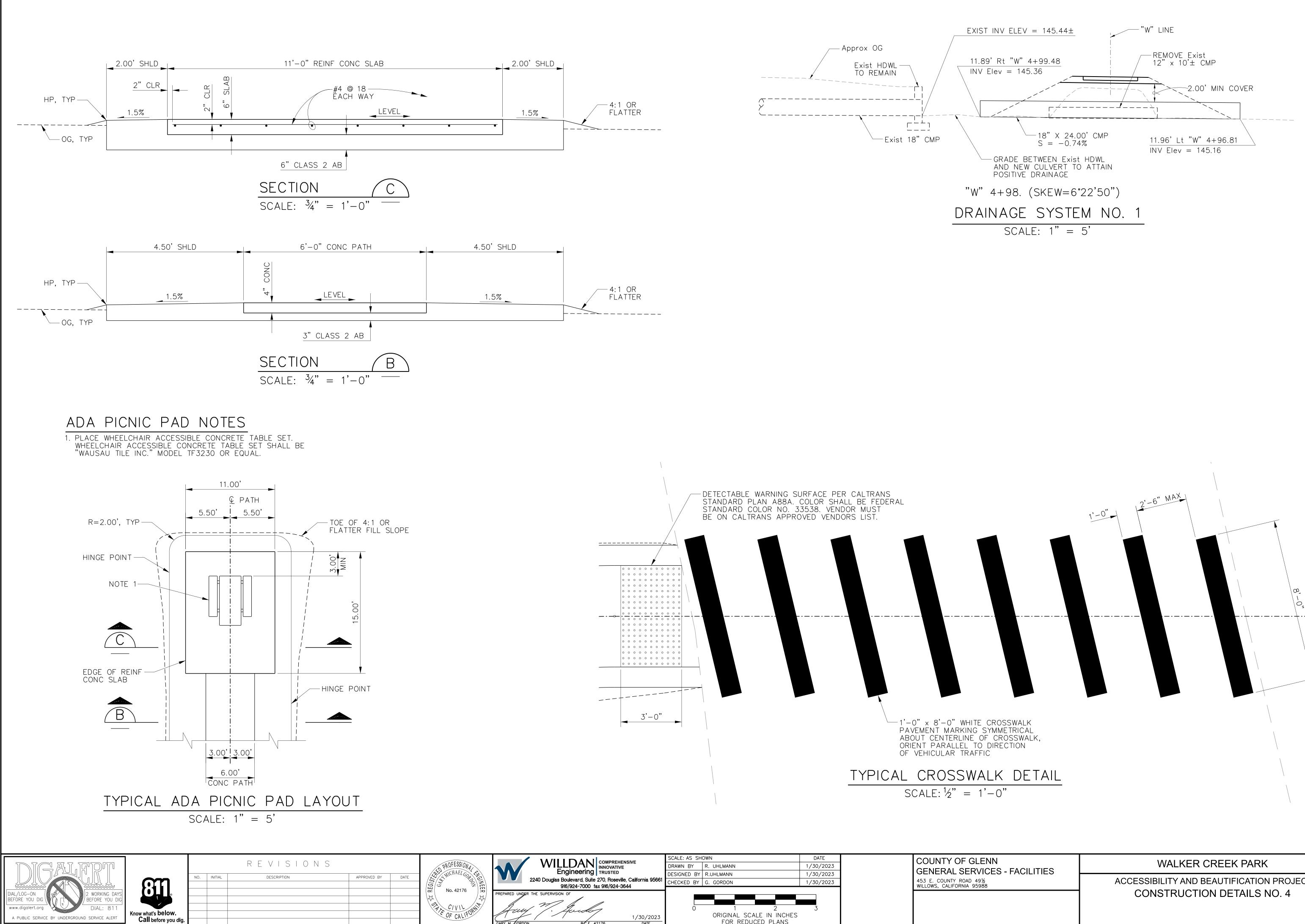
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FINGINEER	2240 Douglas Boulevard, Suite 270, Roseville, California 95661 916/924-7000 fax 916/924-3644	CHECKED BY G. GORDON	1/30/2023	453 E. COUNTY ROAD 49 WILLOWS, CALIFORNIA 959
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	DETECTABLE WARNING S STANDARD PLAN A88A. STANDARD COLOR NO. 3 RE ON CALTRANS ADDR	URFACE PER CALTRANS COLOR SHALL BE FEDERAL 33538. VENDOR MUST	1'-0" AX
	BE ON CALTRANS APPR		
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	3'-0"	1'-0" × 8'-0" WHITE CROSSWALK	
		PAVEMENT MARKING SYMMETRICAL About centerline of crosswalk, orient parallel to direction	
		OF VEHICULAR TRAFFIC	
		$\frac{\text{TYPICAL CROSSWALK DETAIL}}{\text{SCALE: } \frac{1}{2}^{"} = 1^{'} - 0^{"}}$	
	COMPREHENSIVE INNOVATIVE TRUSTED     SCALE: AS SHOWN       DRAWN BY     R. UHLMANN       DESIGNED BY     R.UHLMANN	DATE 1/30/2023 1/30/2023 COUNTY OF GLENN GENERAL SERVICES - FACILITIES	WALKER CREEK PARK
2240 Douglas Boulev	vard, Suite 270, Roseville, California 95661 24-7000 fax 916/924-3644 CHECKED BY G. GORDON	453 E. COUNTY ROAD 49½ WILLOWS, CALIFORNIA 95988	ACCESSIBILITY AND BEAUTIFICATION PROJECT CONSTRUCTION DETAILS NO. 4
916/92 ARED UNDER THE SUPERVISION OF			



## **GLENN COUNTY GENERAL SERVICES**

525 W. SYCAMORE STREET, SUITE B1 WILLOWS, CA 95988 (530) 934-6545

> SPECIFICATIONS AND

CONTRACT DOCUMENTS FOR

## WALKER CREEK PARK ASSESSIBILITY AND BEAUTIFICATION PROJECT

Prepared by:

Willdan Engineering 2240 Douglas Boulevard, Suite 270 Roseville, California 95661 916-924-7000

6/2/2023

**COUNTY OF GLENN** 

## FOR INFORMATION ONLY - NOT A PART OF THE CONTRACT DOCUMENTS

Tentative Schedule

### Walker Creek Park Accessibility and Beautification Project

Advertise	Date	07/01/23
Bid Opening 11:00 a.m.	Date	08-18-23
Recommendation of Award Letter	Date	08-25-23
Contractor submits Bonds/Insurance/Contract on or before	Date	09-11-23
County Authorized to Execute Contract	Date	08-29-23
Pre-Construction Meeting (tentative) 10:00 a.m.	Date	09-11-23
Notice to Proceed Authorization Date (Approx)	Date	09-25-23
Time to Completion	90 Workin	g Days
Complete Construction	Date	1-9-24
Notice of Completion by County Supervisor	Date	2-20-24

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#### **NOTICE INVITING BIDS**

#### **COUNTY OF GLENN, CALIFORNIA**

#### WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

NOTICE IS HEREBY GIVEN that the County of Glenn, California, will receive sealed bids up to the hour of **11:00 a.m. on the 18th Day, of August, 2023** at the Glenn County Clerk of the Board Office, 525 W. Sycamore St. Willows, CA, for the following described Public Works project:

Providing material, construction and installation for the accessibility improvements and park beautification of Walker Creek. Improvement work includes but not limit to clearing, grubbing and removal, construction of walkways and parking pads; installation of park amenities; installation of truncated dome; and other improvements as indicated on the plans and specified in the specifications.

#### Walker Creek Park is located in Glenn County, California.

The project documents are available on the County's website at: <u>https://www.countyofglenn.net/govt/bid</u>.

Each bid must also be accompanied by security in the form of a bid bond issued by a corporate surety, a certified check, or cashier's check payable to the County of Glenn, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid. The successful bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the contract documents, each for not less than one hundred percent (100%) of the contract price. Pursuant to California Contract Code Section 22300, the contractor may, at its own expense, substitute securities for any money being withheld by the County to ensure performance under this contract.

The notice inviting bids shall include the following:

- 1. Bids shall set forth unit prices as well as a total price for each item bid upon, the total taxes that will be due and a total figure for the price plus tax. Any difference between the taxes shown on the bid as the total figure and those actually due shall be the responsibility of the bidder.
- 2. Bids shall be opened by the officer or employee conducting the bidding process, or his/her designee, in public in the office of the Clerk of the Board of Supervisors at the time stated in the public notice. The officer or employee conducting the bidding process shall tabulate the bids received and shall keep the tabulation open for inspection during regular business hours for a period not less than fifteen (15) calendar days after the bid opening.
- 3. Bids and modifications or corrections thereof received after the closing time specified will not be considered.
- 4. The Board of Supervisors or its designee reserves the right to waive informalities and minor irregularities in any bids received and that, in its discretion, the Glenn Board of

Supervisors or its designee may reject any and all bids presented and may advertise for bids.

5. If two or more bids received are for the same total amount or unit price, quality and service being equal, the Board of Supervisors or its designee may accept the one it chooses or accept the lowest bid made after negotiation with tie bidders.

The County of Glenn hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, disability, sex or national origin in consideration for an award.

At the time fixed for receiving bids, the bids will be publicly opened, examined and declared. The bids will be checked and the results will be reported to the County Supervisor at a future meeting. The County reserves the right to reject any or all bids and to waive minor irregularities or informalities in any bonds or in the contract proposal.

The contractor shall hold, at the time of bidding and at award of bid, a valid State of California Contractor's Class "A" as required by the Department of Consumer Affairs for the type of work to be performed. If the foregoing authorizes a specialty contractor to bid this project, all work to be performed outside of his or her licensed specialty shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act.

**NON-MANDATORY PRE-BID MEETING AND SITE VISIT**. A non-mandatory Pre-Bid Conference and Project Walk-Through will be conducted on 26th Day of July, 2023 at 12:00 p.m. regarding this Bid Package at the following address:

Location: Walker Creek Park

Attendance at the Pre-Bid Conference and Project Site Walk-Through is **NON-MANDATORY** for bid compliance.

BID PREPARATION COST. Bidders are solely responsible for the cost of preparing their Bids.

RESERVATION OF RIGHTS. Glenn County specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Glenn County may reject any and all Bids and waive any minor irregularities in the Bids.

Bids may be held by Glenn County for a period not to exceed forty-five (45) days from the date of the opening of Bids for the purpose of reviewing the Bids, investigating the qualifications of Bidders and receiving Department of Finance approval to award, prior to awarding of the Contract.

BID OPENING DATE: Bid opening shall be conducted at Glenn County Clerk of the Board 525 W. Sycamore Street, Suite B1 Willows, CA 95988

At the hour of 11:00 am on the 18th Day of August, 2023.

In order to be awarded and to perform work on public works projects, prime contractors and subcontractors must possess and maintain registration with the Department of Industrial Relations (DIR) at https://efiling.dir.ca.gov/PWCR. This is a separate requirement from the Contractors State License Board (CSLB) licensing requirement. See the Special Provisions for additional details.

#### COUNTY OF GLENN

### **INSTRUCTION TO BIDDERS**

- 1. <u>The Contract</u>. The Contract shall consist of the entire bidder's package which shall include the following documents attached hereto and made a part hereof as though set forth in full:
  - a. The Bid herein contained.
  - b. Notice Inviting Bids.
  - c. The prevailing per diem wage rate established by the Department of Industrial Relations, State of California, for the County of Glenn or locality.
  - d. General Conditions for public works projects.
  - e. Bidder's security, affidavits, payment bond and faithful performance bond.
  - f. The form of Public Works Contract.
  - g. The project plans, specifications, and addenda.
  - h. The Standard Specifications for Public Works Construction, "Greenbook" (latest edition, including any supplements) (referred to as the "Standard Specifications").
- 2. <u>Bid Form</u>. Bids shall be made on this bid form. Each bid shall be properly filled out, including each and every item. Bids shall not contain any alternative proposals unless called for therein. No oral, telegraphic, telephonic or telephonically transmitted facsimile proposal or modification will be considered.
- 3. <u>Bidders Responsibilities</u>. Bidder's shall fully inform themselves as to all existing conditions and limitations and shall include in the bid a sum to cover the cost of all items included in the contract.
- 4. <u>Delivery of Bids</u>. All bids shall be in writing, on the forms provided in these specifications, and under sealed cover and must be presented at the place on or before the time specified in the Notice Inviting Bids. Any bid received after the time specified in the notice shall be returned unopened. Such bid shall be enclosed in an opaque sealed envelope, bearing the title of the work and the name of the bidder.
- 5. <u>Anti-Collusion Affidavit</u>. No bid will be considered unless accompanied with an executed Anti-Collusion Affidavit in the form included in the bidder's package.
- 6. <u>Bidder's Security</u>. Each bid shall contain the bidder's security under the sealed cover and no bid shall be considered unless one of the following forms of security is enclosed with the same:
  - a. Cash.
  - b. Cashier's Check payable to the County.
  - c. Certified Check made payable to the County.
  - d. Bidder's Bond executed by an admitted surety insurer with a **Best's Rating of** A:VII or better and made payable to the County.

The bidder's security shall be in an amount equal to at least ten percent (10%) of the amount bid and in the form approved by the County Attorney. The bidder's security shall be retained until the successful bidder has executed the contract.

7. <u>Award of Contract</u>. The County, by receiving bids, does not guarantee that it will let a contract and reserves the right to reject any and all bids for any reason whatsoever, at its discretion. In addition, the award of a contract by the County Supervisor is not final until the agreement has been executed. The County reserves the right to revoke at any time any contract or award of contract prior to execution of the contract by the County.

Each bid submitted shall be deemed a binding and firm offer to do the work specified therein for a period of sixty (60) days after the opening of bids, unless sooner rejected. Any bid received shall only be deemed rejected upon execution of a contract for the required work.

- 8. <u>Interpretation of Drawings and Documents</u>. If a bidder finds discrepancies in, or omissions from the drawings or specifications, or should he be in doubt as to their meaning, he shall at once notify the County. If necessary, a **written** addenda approved by the Director of Public Works will be sent to all bidders via registered mail no later than three calendar days prior to the bid opening date. The County may elect to precede the written addenda with an email transmission. Only written addenda will constitute official modifications or clarifications. Requests by bidders for clarifications to the project documents which result in a verbal response by the County or its agents will not constitute permission to deviate from the requirements of the plans and specifications. Any addenda issued during the bidding period shall form a part of the contract and shall be covered in the bid and shall be attached to the bid at the time of submission. Failure to attach the addenda may be grounds for rejection of the bid.
- 9. <u>Examination of Site</u>. Bidders are requested to visit the site and inform themselves of all conditions. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the contract, without additional cost to the owner.
- 10. <u>Listing of Subcontractors</u>. Contractor shall in its bid, list the name and complete address of the place of business of each subcontractor who will perform work or render services for contractor in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. If the Contractor fails to specify a Subcontractor, or specifies more than one Subcontractor for the same portion of work to be performed under the Contract, the Contractor shall be qualified to perform that portion itself, and shall perform that portion itself except as otherwise provided in the Code.
- 11. <u>Bidder's Questionnaire</u>. Contractor shall complete the Bidder's questionnaire in its entirety. Failure to submit the completed questionnaire may be grounds for rejection of the bid.

- 12. <u>Contractor's Industrial Safety Record</u>. All bidders are required to submit information regarding their industrial safety record on the form included in the bid documents. A review of this safety record will be made prior to a determination of the lowest responsible bidder, and an adverse finding as to the bidder's safety record or any bid submitted which does not contain the Contractor's Industrial Safety Record, completed and signed by the appropriate party may be sufficient cause for rejection of the bid.
- 13. <u>Bid Depository.</u> In accordance with the terms and provisions of the California Supreme Court in the case of <u>Oakland-Alameda County Builder's Exchange vs. F.P. Lathrop</u> <u>Construction Co.,</u> 4 Cal 3rd 354, 93 Cal Rprt 602, find that depository agreements or locked box devices prevented open competitive bidding and that the same was an invalid restraint on competition among subcontractors, the contractor herein bidding certifies that all subcontract bids heretofore obtained or hereafter obtained by it in connection with this project have been or will be obtained on the open market and not subject to any restrictive agreement limiting said bidder to the taking or receiving of bids from any source other than through a locked box or a person or group restricting the receipt of bids outside of said person or group. The bidder is required to complete Question No. 20 of the Bidder's Questionnaire, attached hereto, which addresses the use of Bid Depositories.
- 14. Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.
- 15. <u>Prior Experience</u>. Bidders (the company or corporation, etc.) must have completed one similar project of similar size for public agencies during the past five years.
- 16. Bids will be accepted only from Bidders who have obtained Plans and Specifications from the County of Glenn and are registered with the County as a Plan Holder.

#### **COUNTY OF GLENN**

#### PUBLIC WORKS CONTRACT BID For

## WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

#### CONTRACTOR MAKING BID: _____

# TO THE HONORABLE COUNTY SUPERVISORS OF THE COUNTY OF GLENN, CALIFORINA:

The undersigned, as bidder, hereby declares that he has carefully examined the location of the proposed work, the plans and specifications, general conditions thereof, the contract and bid documents, and that he is familiar with all project requirements; and that he hereby proposes and agrees, if this bid is accepted by the County, to furnish all materials and services required to complete said public works project in accordance with said contract and in the time stated therein for the following prices.

Item No.	Description	Unit	Est Quantity	Unit Prices	Extended Amount
1.	Mobilization and demobilization (Bid price not to exceed amount equivalent to 8% of the total construction cost)	LS	1	\$	\$
2.	Clearing and grubbing	LS	1	\$	\$
3.	Special Project Worksite Maintenance and Public Convenience and Safety	LS	1	\$	\$
4.	Remove and dispose existing concrete paving	CY	8	\$	\$
5.	Unclassified Excavation	CY	211	\$	\$
6.	Import Class A Topsoil for backfill and make-up fill	CY	445	\$	\$
7.	Perform Non-Irrigated Native Seed Mix Hydroseed as erosion control measure	SF	25,400	\$	\$
8.	Furnish and install Fiber Rolls	LF	175	\$	\$

#### **BID SCHEDULE**

Item No.	Description	Unit	Est Quantity	Unit Prices	Extended Amount
9.	Furnish and install 18" Corrugated Metal Pipe (0.064" THICK)	LF	24	\$	\$
10.	Construct 3-inch thick hot mix asphalt concrete paving over CAB	SF	1,140	\$	\$
11.	Construct 6-inch thick PCC parking slab over CAB complete per plan including steel reinforcement	SF	1,680	\$	\$
12.	Construct 6-inch thick PCC picnic pad slab over CAB complete per plan including steel reinforcement	SF	495	\$	\$
13.	Construct 4-inch thick PCC walking path over CAB complete per plan	SF	7,355	\$	\$
14.	Parking and crosswalk signing and striping	LS	1	\$	\$
15.	Place Detectable Waring Surface	SF	30	\$	\$
16.	Furnish and install concrete wheel stop	EA	6	\$	\$
17.	Furnish and install precast picnic table assembly complete per plan	EA	3	\$	\$
18.	Furnish and install precast concrete trash receptacle assembly complete per plan	EA	3	\$	\$
19.	Furnish and install precast concrete monument sign complete per plan including engineering drawings and structural calculations	LS	1	\$	\$
	TOTAL AN	<u>MOUNT</u>			\$
TOTA					\$

Contractor Making Bid: _____

The undersigned acknowledges that the County Supervisor, at its discretion, may wish to adjust the scope of work of the project by adding or deleting some quantities of work at the above unit prices. The undersigned agrees to perform said contract and said work for the stated unit prices. The undersigned agrees that the County will not be responsible for any error or omission on the part of the undersigned in making this bid. In the case of a discrepancy between unit prices and total, the unit price shall prevail.

Accompanying this proposal is (check one) [] " $\underline{\$}$  cash", [] "Cashier's Check", [] "Certified Check", or [] "Bidder's Bond", as the case may be, in an amount equal to at least ten percent (10%) of the total bid. The undersigned further agrees that in case of default in executing the required contract, together with the necessary bonds, within the period of time provided by the bid requirements, the proceeds of the security accompanying this bid shall become the property of the County of Glenn, California, and the bid and acceptance thereof may be considered null and void.

<u>Work to Be Performed by the Prime Contractor</u> The following information shall be furnished relative to each trade that will be performed by the undersigned in and about the construction of the project, by the prime contractor's own forces. The contractor shall list each specialty to be performed by his own forces and the percentage of the total bid for each specialty listed. The total of all work listed to be performed by the contractor, when combined with the work to be performed by the subcontractors listed below, shall equal one hundred percent.

Specialty/Trade	Percentage
Total	

<u>List of Subcontractors</u>. The following information shall be furnished relative to each subcontractor who will perform work or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent (0.5%) of the total amount of this bid or ten thousand (\$10,000) dollars, whichever is greater. The contractor shall list only one (1)

subcontractor for each specialty, as defined by the prime contractor in his bid. The work for which no subcontractor is designated herein, will be performed by the undersigned.

### Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 1

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <a href="https://www.dir.ca.gov/Public-Works/Contractor-Registration.html">https://www.dir.ca.gov/Public-Works/Contractor-Registration.html</a>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the California Public Contract Code, as amended, the following information is required for each subcontractor that will perform work amounting to more than one-half of one percent (0.5%) of the Total Base Bid or \$10,000, whichever is greater. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	% of Bid Item Subcontracted	Contractor License Number and DIR Reg. Number	DBE Cert	Annual Gross Receipts
Name:						$\square <$ \$1 million $\square <$ \$5 million
County, State:						□ <\$10 million □ <\$15 million Age of Firm: yrs.
Name:						$\Box$ <\$1 million $\Box$ <\$5 million
County, State:	_					$\Box <\$10 \text{ million}$ $\Box <\$15 \text{ million}$ Age of Firm: yrs.
Name:						$\square <$ \$1 million $\square <$ \$5 million
County, State:	_					$\square <$ \$10 million $\square <$ \$15 million Age of Firm: yrs.
Name:						$\square <$ 1 million $\square <$ 5 million
County, State:	_					□ <\$5 million □ <\$10 million □ <\$15 million Age of Firm: yrs.
Name:						$\square <$ 1 million $\square <$ 5 million
County, State:						$\square <$ \$10 million $\square <$ \$15 million Age of Firm: yrs.
Name: County, State:	_					□ <\$1 million □ <\$5 million □ <\$10 million
County, State.						$\Box <$ \$10 million $\Box <$ \$15 million Age of Firm: yrs.

* DBE information *not* required for locally funded, state-funded, and U.S. Housing and Urban Development/Community Development Block Grant (CDBG)-funded projects.

### Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but <u>were not selected</u> to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number:

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	% of Bid Item Subcontracted	Contractor License Number and DIR Reg. Number	DBE (Y/N)*	DBE Cert Number*	Annual Gross Receipts
Name:							$\square <$ \$1 million $\square <$ \$5 million
County, State:							□ <\$10 million □ <\$15 million Age of Firm: yrs.
Name:							$\Box <$ \$1 million $\Box <$ \$5 million
County, State:	_						$\square <\$10 million$ $\square <\$15 million$ Age of Firm: yrs.
Name:							□ <\$1 million □ <\$5 million
County, State:	-						$\Box <$ \$10 million $\Box <$ \$15 million Age of Firm: yrs.
Name:							□ <\$1 million □ <\$5 million
County, State:					-		$\square <$ \$10 million $\square <$ \$15 million Age of Firm: yrs.
Name:							$\square <$ \$1 million $\square <$ \$5 million
County, State:							$\square <$ \$10 million $\square <$ \$15 million Age of Firm: yrs.
Name: County, State:							□ <\$1 million □ <\$5 million □ <\$10 million
County, Duate.							□ <\$15 million Age of Firm: yrs.

All Subcontractors shall be licensed subcontractors in compliance with the Subletting and Subletting Fair Practices Act (Chapter 4, commencing with Section 4100 of the Public Resources Code).

<u>Equals</u>. Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words *or equal*, in conformance with Section 4-6 of the Standard Specifications.

In any case where the County has designated "*or equal*", as aforementioned, and the bidder intends to furnish an "equal" product, the bidder shall list such "equal" product or material, the product or material that is specified, and where it is specified: (additional data shall be furnished in accordance with Section 4-6 of the Standard Specifications):

## BIDDERS MUST EXECUTE BID

SIGNED THIS _____ DAY OF _____, 20____ at ____ California. I certify (or declare) under penalty of perjury that the foregoing is true and correct.

of person executing bid: Printed Name:	

## Each bidder shall complete the following:

Each bidder shall in the place hereinafter provided state whether he is an individual, firm or corporation; if a partnership, he shall state in the Bidder's Questionnaire the firm name and give the names of all individuals who are co-partners composing the firm. If a corporation, he shall state in the Bidder's Questionnaire the legal name of the corporation, the place of incorporation, the names of the president, secretary, and treasurer thereof.

Contractor Name:	State Contractor's License Number:	
Business Address:	Check One:	□ Individual
		□ Partnership
		□ Corporation
Contact:	·	
Telephone:		
Email:		
Public Works Contractor Registration Number:		

### NO BID WILL BE ACCEPTED WHERE A MATERIAL OR RELEVANT BLANK SPACE HEREIN ABOVE SET FORTH IS NOT COMPLETED.

#### **COUNTY OF GLENN**

#### **AFFIDAVIT OF NON-COLLUSION**

#### WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

#### STATE OF CALIFORNIA, COUNTY OF GLENN:

The undersigned declares that:

- 1) He is fully informed regarding the preparation and contents of the bid, and of all pertinent circumstances regarding such bid.
- 2) Such bid is genuine and is not a collusive or sham bid.
- 3) In the preparation and submission of such bid, neither the bidder, nor any person of entity associated in any way with the bidder, has in any manner, either directly or indirectly colluded or agreed with any person or entity:
  - a) To submit any collusive or sham bid.

)

- b) To refrain from submitting any bid.
- c) To fix the price in any bid.
- d) To fix any overhead, profit, or cost element of any bid price.
- e) To otherwise take any action in restraint of free competitive bidding.
- 4) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion or unlawful agreement on the part of the bidder for any person or entity associated in any way with the bidder.

#### I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature:		Company Name:
Printed Name:		Business Address:
Company Name:		
STATE OF CALIFORNIA	) ) ss.	

COUNTY OF GLENN

On this ______day of ______, 20 _____, before me ______, (here insert name and title of the officer), personally appeared _______, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ties) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and Official Seal:

Notary Public in and for said County and State

## **COUNTY OF GLENN**

#### **BIDDER'S QUESTIONNAIRE**

## WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

Attach additional sheets if more space is needed to provide a complete answer.

L. Company D	ata	
Contractor Name:		State Contractor's License Number & Class:
Business Address:		Expiration Date: Public Works Contractor Registration Number:
Telephone:		Contractors Representative:
Email Address:		Title:
W-9 IRS Employ	ver ID Number:	Years of Experience:
Check One:	<ul> <li>Individual</li> <li>Partnership</li> <li>Corporation</li> </ul>	Alt. Contractors Representative: Title: Years of Experience:
If Corporation:	•	If Partnership:
Date of incorpora	ation:	Date of Organization:
State of incorpora	ation:	Names of Partners:
President:		
Vice-President:		
Secretary or Clerk:		
Treasurer:		

Project Name:	Project Name:
Owner:	Owner:
Project Location:	Project Location:
Type of Project:	Type of Project:
Trades Involved:	Trades Involved:
Valuation:	Valuation:
Contact Person:	Contact Person:
Title:	Title:
Telephone:	Telephone:
Project Name:	Project Name:
Owner:	Owner:
Project Location:	Project Location:
Type of Project:	Type of Project:
Trades Involved:	Trades Involved:
Valuation:	Valuation:
Contact Person:	Contact Person:
Title:	Title:
Telephone:	Telephone:

2. List the major construction projects your organization has in progress as of this date:

Project Name:
Owner:
Project Location:
Type of Project:
Trades Involved:
Valuation:
Contact Person:
Title: Telephone:
Project Name:
Owner:
Project Location:
Type of Project:
Trades Involved:
Valuation:
Contact Person:
Title:
Telephone: Project Name:
Owner:
Project Location:
Type of Project:

3. List at least one (1) public works construction projects similar in nature to the project defined in these specifications, which your organization has completed within the last five (5) years:

Trades Involved:	Trades Involved:
Valuation:	Valuation:
Contact Person:	Contact Person:
Title:	Title:
Telephone:	Telephone:
Project Name:	Project Name:
Owner:	Owner:
Project Location:	Project Location:
Type of Project:	Type of Project:
Trades Involved:	Trades Involved:
Valuation:	Valuation:
Contact Person:	Contact Person:
Title:	Title:
Telephone:	Telephone:

4.	Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding? $\Box$ YES $\Box$ NO If so, when and where?
5.	Have you, your firm, or any principal in your firm ever been sued by any "owner" or Bonding Company insuring said "owner" for default on a contract? YES NO If the law suit is still pending, what is the case number? What was the result of the lawsuit?

6.	Have you, your firm, or any principal in your firm ever been sued by any subcontractor or material supplier for default on a contract? $\Box$ YES $\Box$ NO If the law suit is still pending, what is the case number? What was the result of the lawsuit?
7.	Has any Bonding Company ever refused to bond you, your firm, or any principal in your firm for a contract? $\Box$ YES $\Box$ NO If so, what were the circumstances?
8.	Has a Bonding Company ever been required to pay on a Bond issued to you, your firm, or any principal in your firm for a contract? $\Box$ YES $\Box$ NO If so, what were the circumstances?
9.	Have you, your firm, or any principal in your firm ever had to submit to binding arbitration to resolve a dispute arising from a contract? $\Box$ YES $\Box$ NO If so, what were the circumstances?
10.	Have you, your firm, or any principal in your firm ever been penalized with liquidated damages for failure to complete the terms of a contract within the specified time? $\Box$ YES $\Box$ NO If so, what were the circumstances?
11.	Have you, your firm, or any principal in your firm ever been penalized for failure to pay prevailing wages to any persons performing work under a contract, including subcontractors? $\Box$ YES $\Box$ NO If so, what were the circumstances?

12. Provide information regarding your insurance agent or agents who will be providing insurance certificates for this project:

Name of Agent:	Name of Agent:
Name of Firm:	Name of Firm:
Address:	Address:
Telephone	Telephone
Fax:	Fax:
Type of Insurance:	Type of Insurance:

13. Provide your banking references:

Name of Bank:	Name of Bank:
Name of Contact Person:	Name of Contact Person:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:

- 14. Use of Bid Depositories:
  - (a) Were Bid Depositories or Registry services used in obtaining sub-contractor bid figures in order to compute your bid? □ YES □ NO
  - (b) Did you have any source of sub-contractors' bids other than Bid Depositories? □
     YES □ NO
  - (c) Has any group or person threatened you with sub-contractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? □ YES □ NO
     If so, please attach a statement providing details regarding the alleged incident.

I declare under penalty of perjury that the representations in this bid are true and correct.

Signature of Bidder:	Printed Name:

# **COUNTY OF GLENN** CONTRACTOR'S INDUSTRIAL SAFETY RECORD

# WALKER CREEK PARK **ACCESSIBILITY AND BEAUTIFICATION PROJECT**

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for this last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities. This form may be duplicated.

		2017	2018	2019	2020	2021
1.	Number of contracts					
2.	Total dollar amount of contracts (in \$1,000's)					
*3.	Number of fatalities					
*4.	Number of lost workday cases					
*5.	Number of lost workday cases involving permanent transfer to another job or termination of employment					
*6.	Number of lost workdays					

*The information required for these items is the same as required for columns 3 to 6, code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that area available to us at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records

Name of Business Entity:_____

Full Address: _____

 Telephone
 State Contractor's License Number

 Additional Information Attached?
 Date

 Signature
 Signature

# COUNTY OF GLENN BIDDER'S BOND

### WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

NOTE: Use this form when Bid Bond is to be submitted with bid instead of certified check, cashier's check.

KNOW ALL MEN BY THESE PRESENTS,

That we,		as principal,	
Business Address	Phone		
and	a duly au	thorized corporate surety:	
Business Address	Phone	are held and firmly	
bound unto the County of Glenn, State of California	ornia in the sum of		
dollars, (\$) for the payment of whi	ch sum, well and truly t	o be made we bind	
ourselves and each of our heirs, successions, executors, administrators and assigns, jointly and			
severally, firmly by these presents.			

The condition of the foregoing obligation is such that said principal is about to hand in and submit to the County Supervisor of the County of Glenn the foregoing bid for the performance of the work therein mentioned, in compliance with the specifications therefor, under an invitation of said County Supervisor contained in the Notice of Inviting Bids attached to said bid.

NOW, THEREFORE, if said bid of the said principal shall be accepted, and the work awarded to thereupon by said County Supervisor, and if the said principal, _____,

shall fail or neglect to enter into a contract therefor within the required time, and with a duly authorized corporate surety, conditions for the faithful performance of such contract and the payment of all claims for labor and materials used on said work, in such case required by statute, then in that case the undersigned obligers will pay to the County of Glenn the full sum of

_____Dollars (\$_____) as

liquidated damages for such failure and neglect.

WITNESS OUR HANDS THIS ______ day of ______, 20 ____

(Principal's Signature)

(Corporate Surety's Signature)

### **BIDDER'S SECURITY**

# WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

*NOTE: Use this form when bid is submitted with cash, certified check, cashier's check instead of bid bond..* 

Accompanying this bid is a [] certified check or [] cashier's check payable to the order of the County of Glenn, or [] cash in the amount of:______

Dollars (\$_____). The proceeds of the same shall become the property of said County if, in case this bid shall be accepted by the said County through the County Supervisor, the undersigned shall fail to execute a contract with, and furnish the sureties required by the County of Glenn within the required time; otherwise, the same is to be returned to the undersigned.

Bidder's Signature:

# WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

# IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to the Court, you must complete <u>ONLY ONE</u> of the following two paragraphs. To complete paragraph 1, check the corresponding box <u>and</u> complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

□ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

□ 2. We have received written permission from the Court to submit a bid or proposal pursuant to 2203(c) or (d). A copy of the written permission from the Court is included with our bid or proposal.

# **CERTIFICATION FOR PARAGRAPH 1:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Company Name (Printed)		Federal ID Number		
By (Authorized Signature)				
Printed Name and Title of Person Sign	ning			
Date Executed	Executed in the County of	in the State		

# PRECONSTRUCTION DOCUMENT SUBMITTAL REQUIREMENTS

# WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

The following documents are required to be completed and submitted as indicated.

## A. <u>Submit with Bid (all bidders)</u>

- 1. Bid, including:
  - a. List of Subcontractors
  - b. List of proposed "or equal" substitutions
- 2. Bidder's Bond or Security with a **Best's Rating of A:VII or better**
- 3. Affidavit of Non-Collusion
- 4. Bidder's Questionnaire (with list of references)
- 5. Contractor's Industrial Safety Record
- 6. Iran Contracting Act Certification for bids of \$1,000,000 or more
- B. Submit with Agreement (Awardee):
  - 1. Contract Agreement
  - 2. Faithful Performance Bond executed by an admitted surety insurer with a **Best's Rating of A:VII or better**
  - 3. Payment Bond executed by an admitted surety insurer with a **Best's Rating of** A:VII or better
  - 4. Certificate of Insurance for Public Liability and Property Damage. Note the minimum limits of \$5,000,000
  - 5. Certificate of Insurance for Worker's Compensation
  - 6. Manufacturer's specifications and data sheets for "or equal" items proposed to be furnished
- C. Submit Prior to Starting Construction (Awardee):
  - 1. Shop drawings, shoring plans, falsework plans, etc. (as required)
  - 2. Permits
  - 3. Air and Water Pollution Control Program
  - 4. Refer to Section F for requirements for federally funded projects.

# PUBLIC WORKS CONTRACT

# WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

WHEREAS, the County of Glenn has heretofore invited bids for a public works contract for:

Providing material, construction and installation for the accessibility improvements and park beautification of Walker Creek Park as described in the NOTICE INVITING BIDS. Improvement work includes but not limit to clearing, grubbing and removal, construction of walkway and hardscape; installation of park amenities; installation of truncated dome; and other improvements as indicated on the plans and specified in the specifications.

within the County of Glenn in accordance with the terms and provisions of this agreement; and

WHEREAS, the County Supervisor of the County of Glenn at a meeting thereof on the _____ day of ______, 20____, found that the lowest responsible bidder was and accepted the bid of said bidder, sometimes herein after referred to as "Contractor", to construct said public works project in accordance with this agreement; and

WHEREAS, the Notice Inviting said Bids requires the successful bidder to execute an agreement with the County for construction of said public works;

NOW, THEREFORE, the County of Glenn and said Contractor do hereby covenant and agree as follows:

1. <u>Parties</u>

a. County of Glenn, General Services, a municipal Agency, 525 W. Sycamore Street, Suite B1, Willows, CA 95988, and all officers and employees thereof, as well as any contractual agent of the County and the employees of said contractual agency performing any function of said public works project by and on behalf of the County of Glenn.

b. "Contractor" shall mean

Name:

Address:

Telephone: _____ Email: and all agents and employees and subcontractors, and the agents and employees of the subcontractors of said Contractor.

# 2. <u>Scope of Work</u>

a. Contractor agrees at his own cost and expense to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said County, necessary to construct and complete in a good workmanlike, and substantial manner, the following described public works project in accordance with the project plans and specifications and the provisions of this agreement which are hereby specially referred to and by reference made a part hereof. The scope of said work and said public works project is:

Providing material, construction and installation for the accessibility improvements and park beautification of Walker Creek Park as described in the NOTICE INVITING BIDS. Improvement work includes but not limit to clearing, grubbing and removal, construction of walkway and hardscape; installation of park amenities; and other improvements as indicated on the plans and specified in the specifications.

b. The County hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and do the work according to the terms and conditions 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 hereinafter set forth.

3. <u>Contract Price</u>

The said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the aforesaid work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work (acts of God as hereinafter defined excepted) until its acceptance by said County, and for all expenses incurred, or as a consequence of the suspension or discontinuance of the work; and for well and faithfully completing the work, and the whole thereof in the manner according to the plans and specifications thereof and this agreement, the sum of **Dollars** _). Said price is determined by the unit prices contained in the Contractor's (\$ bid. In the event that more or less work is performed than is set forth in Contractor's bids and the specifications herein, such work and materials will be paid for (where authorized by the County)

at the unit prices therein contained or a negotiated lump sum or at time and materials. Said amount shall be paid in installments as hereinafter provided.

# 4. <u>Payments to Contractor</u>

Each month during the progress of the work, the Contractor shall submit to the County a complete itemized statement of all work completed during the preceding month, and the portion of the contract sum applicable thereto. The Engineer will, after award of contract, establish closure dates for the purpose of making monthly progress payments. Said statement will be submitted to the next succeeding County Supervisor meeting corresponding to the closure cut-off date for audit and approval by the County Supervisor, and the County shall pay Contractor said sum less five percent (5%), which five percent (5%) the County will retain as part security for the fulfillment of the contract by the Contractor, said sum not exceeding ninety-five percent (95%) of the contract price during the term of said contract.

The remaining five percent (5%) thereof shall be paid Contractor thirty-five (35) days after recording of the Notice of Completion. If the Notice of Completion or the Notice of Cessation of work has not been recorded, no such final payment shall be made until ninety (90) days after completion or cessation. At the request and expense of the Contractor, where the provision of Section 22300 of the Public Contracts Code is applicable, the amount so withheld will be paid to the Contractor, provided securities equivalent to the amount withheld are deposited with the County in accordance with and subject to the terms and provisions of Section 22300 of the Public Contract Code.

Nothing herein shall require the County to make payment to the Contractor contrary to the terms and provisions of the Works of Improvement Law, Sections 3082-3266 of the Civic Code pertaining to stop notices and enforcement.

## 5. <u>Time for Performance</u>

The construction or installation or work called for herein shall commence within fifteen (15) calendar days after issuance of a Notice to Proceed, and shall be thereafter diligently prosecuted to completion. Time is the essence of this agreement.

All work shall be completed within **Ninety (90) Working Days**, which includes the mobilization and procurement period.

## 6. <u>Worker's Compensation Insurance</u>

By my signature hereunder as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and have attached a Certificate of Insurance of Workman's Compensation.

## 7. <u>Federally Assisted Projects</u>

This project does not include any Federal Government funding.

# CONTRACT-3

# 8. <u>Prevailing Rate or Wages</u>

The Director of General Services at the direction of the County Supervisor has obtained from the Department of Industrial Relations, State of California, the prevailing rate of per diem wage, and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type or workmen needed to carry out this agreement. In that regard, pursuant to Section 1773 of the Labor Code, holidays, upon which such rate shall be paid, need not be specified in this agreement, but shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type or workmen employed on the project. Attached hereto and made a part hereof as though set forth in full are rates applicable to this project and contract, and the contractor shall pay not less than the minimum thereof.

# 9. <u>Assignment</u>

The Contractor shall not assign this contract, or transfer his obligation to perform this agreement, without the written approval of the County.

# 10. <u>Sub-Let</u>

The Contractor shall not sub-let or sub-contract any portion of the work in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater, for which he did not designate a subcontractor, other than in the performance of change orders.

## 11. <u>The Contract</u>

The "Contract", or "Agreement", or "Public Works Contract" used herein shall consist of:

- (1) This Agreement;
- (2) The Notice Inviting Bids;
- (3) The Instructions to Bidders and the Bid Form including all affidavits and questionnaires pertaining thereto and included within the "Bidder's Package";
- (4) The prevailing per diem wage scale rates and benefits established by the Department of Industrial Relations of the State of California;
- (5) The Bidder's Security, the Contractor's Payment Bond, and the Faithful Performance Bond;
- (6) The contract Plans and Specifications, and revisions and addenda issued thereto;

Execution of this Agreement by the Contractor incorporates all of the aforementioned by reference, which are attached hereto and made a part hereof as though set forth in full.

## 12. Bonds and Insurance

The Contractor shall return with this executed Contract those bonds and evidence of insurance in the amounts as set forth in the Contract General Conditions. Said bonds and evidence of insurance shall be in a form approved by the County Attorney.

It is further agreed by and between the parties hereto, including the surety or sureties on the bonds made a part of this agreement, that in the event it is deemed necessary to extend the time of completion of the work to be done under this Agreement, said extension may be granted by the County Supervisor, and shall in no way affect the validity of this Contract, or release of surety or sureties of the bonds.

Where cash is provided by the Contractor to the County to secure performance of this Agreement, and where not prohibited by federal law or regulation, securities in compliance with the provisions of Public Contract Code Section 22300, equivalent in the amount withheld, may be deposited with the County or with a state or federally chartered bank as the escrow agent, who shall then pay such money withheld from the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor and otherwise retained and administered within the terms and provisions of the Agreement and Section 22300.

#### 13. Contracts for Thirty Thousand (\$30,000) dollars or more, or Twenty Working (20) Days or More:

It is understood and agreed by and between the parties that in accordance with the terms and provisions of Section 3098 of the Labor Code of the State of California, the County will, with respect to prime contracts of thirty thousand (\$30,000) dollars or twenty (20) working days or more, within five (5) days of the award of this contract send a copy of the award to the Division of Apprentice Standards of the State of California. Contractor agrees by the execution of this agreement to comply with the terms and provisions of Section 1777.5 of the Labor Code pertaining to the employment of properly indentured apprentices and the wages to be paid.

IN WITNESS WHEREOF the County and the Contractor have caused this Agreement to be executed and signed on this ______ day of ______, 20____.

COUNTY OF GLENN

By_____ Board of Supervisors

CONTRACTOR

Name of Contractor

By_____Signature & Title

**CONTRACT-5** 

### FAITHFUL PERFORMANCE BOND

## WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

#### KNOW ALL MEN BY THESE PRESENTS:

That we, as principal, and as surety, are held and firmly bound unto the COUNTY OF GLENN, State of California, in the sum of _______Dollars (\$______), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal has been awarded and is about to enter into the annexed contract with the County of Glenn, State of California, for:

## WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

and as required by said County to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if the said principal shall well and truly do and perform all of the covenants and obligations of said contract on (circle one) his/her/their part to be done, performed at the times, in the manner specified therein, and within the time limit prescribed as well as in a manner that is satisfactory and acceptable to the County and if all materials and workmanship supplied by said principal are free from original or developed defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the County so to do, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

This bond shall be maintained by the contractor in full force and effect during the performance of the work of the contractor and for a period of one year after the date of acceptance of the work by the County.

No premature payment by said County to said principal shall exonerate any surety unless the County Supervisor of said County shall have actual notice that such payment is premature at the time it is ordered by said County Supervisor, and then only to the extent that such payment shall result in loss to said surety, but in no event more than the amount of such premature payment.

The said surety for value received hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item, or items of performance required therein or thereunder, shall in any manner affect its obligation on

#### BOND-1

or under this bond; and said surety does hereby waive notice of said amendment, change, extension of time, alteration or addition to said contract or agreement and of any feature of item or items

# FAITHFUL PERFORMANCE BOND (Continued)

## WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

of performance required therein or hereunder.

(Where principal is individual or partnership) the said surety for value received hereby stipulates and agrees that the death of the principal or principals shall not relieve the surety of its obligation.

WITNESS our hands this	day of	, 20
	Principal's Signature	
	Surety	
	Address	
	Telephone	
STATE OF CALIFORNIA	)	
COUNTY OF GLENN )	) ss.	
	, 20, before me	
	cer), personally appeared	
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	(1, 2, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3, 3,

insert name and title of the officer), personally appeared ______, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and Official Seal:

Notary Public in and for said County and State

### PAYMENT BOND

# WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

#### KNOW ALL MEN BY THESE PRESENTS:

lawful money of the United States and we bind ourselves jointly and severally for the payment of said sum as follows:

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above;

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modification of said contract that may hereafter be made, notice of which modification to the Surety(ies) is being hereby waived, then the above obligation shall be void and of no effect. Otherwise, if the original contractor or his subcontractor fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any said claimant, or for any amount required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of the employees of the contractor and his subcontractor pursuant to Section 188806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety or Sureties will pay for the same in an amount not exceeding the sum specified in the Bond.

PROVIDED that this Bond is filed by the Principal to comply with the provisions of Title 15 (Work of Improvement) of the Civil Code of the State of California commencing with Section 3082 and is for the benefit of any of the persons named in Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon the Bond.

## **PAYMENT BOND** (Continued) WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

IN WITNESS WHEREOF, We, the Principal and Surety(ies), bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, as above set forth this _____ day of _____, 20 ___.

#### **PRINCIPAL:**

Name of Principal:

Signature of Principal or Authorized Agent:

CORPORATE SURETY:	INDIVIDUAL SURETIES:		
Name of Corporate Surety	First Individual Surety	Second Individual Surety	
State of Incorporation	Name	Name	
Signature of Agent	Signature	Signature	
Address	Address	Address	
STATE OF CALIFORNIA ) ) ss.			

COUNTY OF GLENN )

On this _____ day of _____, 20 ____, before me _____, (here insert name and title of the officer), personally appeared ______, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and Official Seal:

Notary Public in and for said County and State NOTE: To be approved the bond must be executed by two or more good and sufficient sureties or corporate surety and in the same amount as the contract bid amount

# AGREEMENT TO DEPOSIT SECURITIES FOR FUNDS WITHHELD

# WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

WHEREAS, the undersigned Contractor has heretofore entered into a written agreement with the County of Glenn to perform said Project;

WHEREAS, the County of Glenn has accepted the work of said contract but the final payment otherwise due and owing to the Contractor cannot be paid to the Contractor until the expiration of thirty-five (35) days after recording the Notice of Completion or the Notice of Cessation or, if no such notice is recorded, ninety (90) days after completion or cessation; and

WHEREAS, (alternative, strike out if inapplicable) the Contractor in lieu of providing a bond to insure performance of this contract, has elected to provide cash security; and

WHEREAS, (alternative, strike out if inapplicable) the Contractor at the Contractor's request and expense has elected to substitute securities of an equivalent amount to said monies which securities shall be deposited with the County and the County shall upon said deposit pay to the Contractor all funds, if any, deposited with or withheld by the County to insure performance of said contract, subject to and in accordance with the terms and provisions of Section 22300 of the California Public Contracts Code, and

WHEREAS, no Federal law, regulation or policy prohibits the substitution of said securities;

NOW, THEREFORE, the County of Glenn and the Contractor do hereby covenant and agree as follows:

1. In accordance with and subject to the terms and provisions of Section 22300 of the California Public Contract Code, securities eligible for investment under Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by the Contractor and the County, in the sum of

_Dollars (\$_____

are hereby deposited with the Director of Finance of the County of Glenn in consideration of the County of Glenn paying to the Contractor forthwith such money that the Contractor is otherwise entitled to and withheld pursuant to said Project.

2. The contractor shall be the beneficial owner of said securities substituted for money withheld or cash bond and shall receive any interest thereon.

# AGREEMENT TO DEPOSIT SECURITIES FOR FUNDS WITHHELD (continued)

#### WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

3. Said securities and/or bank deposits shall be in the name of the County of Glenn as legal owner or under written assignment or endorsement to the County of Glenn or delivered with a Power of Attorney issued to the County of Glenn to sell or dispose of the same.

4. The County of Glenn shall hold said securities and/or bank or savings and loan certificates of deposit until such time as the Contractor would be entitled to the sum withheld, and at that time, the securities and/or bank or savings and loan certificates of deposit shall be returned to the Contractor if no legal claim or stop notice to said funds has been filed or served upon the County within the interim period. If, during said withholding period, a legal claim or stop notice to the Contractor said claim or stop notice should be disposed of within ten (10) days, the County is authorized to sell, cash or dispose of said securities or bank or savings and loan certificates of deposit in order to reduce the same to cash funds to be withheld, paid or distributed in accordance with the terms and provisions of said Project, any order or judgment of court, or any other provision of law.

IN WITNESS WHEREOF, THE County and the Contractor have caused this Agreement to be executed and signed on this _____ day of ______, 20___.

COUNTY OF GLENN

CONTRACTOR

By_____ Board of Supervisors

Name of Contractor

ATTEST:

By_____

County Clerk

Title _____

#### COUNTY OF GLENN ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF CASH

# WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

 This escrow Agreement is made and entered into by and between the County of Glenn, General Services, a Municipal Agency, whose address is 525 W. Sycamore Street, Suite B1, Willows, California 95988, sometimes hereinafter called "Owner", and ________whose address is hereinafter called "Contractor", and _______whose address is

_____ hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for said Project in the amount of ______

dated _______ (hereinafter referred to as the "Contract"). When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _______, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) Alternatively, on written request of the Contractor, Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Owner makes payment of retentions earned directly to the Escrow Agent, the escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have the right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the owner of the default, the escrow agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner, certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to

#### SECURITY-3

(8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

#### COUNTY OF GLENN ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF CASH (Continued)

#### WALKER CREEK PARK ACCESSIBILITY AND BEAUTIFICATION PROJECT

(10) The names of the perso On behalf of the County:	ns who are authorized:	On behalf of the Contractor:
Title		Title
Name		Name
Signature		Signature
Address		Address
Telephone		Telephone
On behalf of the Escrow Agent:		
Title		
Name		
Signature		
Address		
Telephone		
At the time the Escrow Account counterpart of this Agreement.	is opened, the Owner and Contract	or shall deliver to the Escrow Agent a fully executed
IN WITNESS WHEREOF, the p	parties have executed this Agreeme	nt by their proper officers on the date set forth below:
COUNTY OF GLENN: A Municipal Agency	CONTRACTOR:	ESCROW AGENT:
Board of Supervisors	Title	Name of Escrow Agent
ATTEST:		
	Name	Address
County Clerk	Signature	Signature

### SECTION G - GENERAL PROVISIONS

The following General Provisions supplement and amend the Standard Specifications for Public Works Construction "Greenbook" (latest edition), including current Supplements. As a reference convenience, they have been arranged into a sequence which parallels the arrangement of the Standard Specifications.

Time of completion: The time of completion for this contract shall be 90 working days.

Bidders with pre-bid inquiries for this project should email <u>Di Aulabaugh</u>, <u>Director</u>, at <u>facilities2@countyofglenn.net</u> or call (530) 934-6545.

### SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

#### 1-2 TERMS AND DEFINITIONS.

Add the following definitions:

1. <u>Acceptance</u> - The formal written acceptance by the County of an entire contract which has been completed in all respects in accordance with the contract documents and any modification thereof previously approved.

2. <u>County</u> - The County of Glenn, a municipal corporation, 5050 Clark Avenue, Glenn, California.

3. <u>County Supervisor</u> - County Supervisor shall mean the County Supervisor of the County of Glenn, a municipal agency.

4. <u>County Director</u> - County Director shall mean the County Director of the County of Glenn, General Service, or his representative. The County Director of the County of Glenn has administrative control over all County employees.

5. <u>Claim</u> - A separate demand by the Contractor for a time extension, payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and claimant is not otherwise entitled to, or an amount the payment of which is disputed by the County.

6. <u>Director of General Services</u> - The Director of General services of Glenn or authorized delegee.

## 1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General

Add the following before the first paragraph.

The proposal, requirements and conditions are generally stated in the Notice Inviting Bids, Instructions to Bidders, and the Bid Form. No bid will be considered unless said bid is submitted in accordance with said Notice Inviting Bids, Instructions to Bidders, and the Bid Form. Bids not presented on the forms provided by the County will be rejected. In addition, the following conditions apply to said bids:

Add the following subsections:

1-7.1.1 Rejection of Bids. Bids may be rejected if they show any alteration of the form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind.

When bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a power of attorney must be filed with the County prior to opening bids or shall be submitted with the bid. Otherwise, the bid will be rejected.

The County reserves the right to reject any and all bids, and to revoke at any time before execution of the contract by the County and successful bidder, any award of contract. If a mandatory pre-bid conference is required, any bid from a contractor who did not attend the mandatory pre-bid conference will be returned unopened.

1-7.1.2 Withdrawal of Bids. Any bid may be withdrawn at any time prior to the time fixed for the opening of bids upon the written request for withdrawal of the bid by the bidder. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid within the allotted time.

1-7.1.3 Public Opening of Bids - No bid will be accepted after the time has expired for opening or bids. Whether or not bids are opened exactly at the time fixed in the Notice Inviting Bids, a bid will not be accepted after that time, nor may any bid be withdrawn after the time fixed in the Notice Inviting Bids for the opening of bids. Bids will be opened and read publicly at the time and place indicated in the Notice Inviting Bids, or as soon thereafter as possible. Bidders or their authorized agents are invited to be present at the time of opening said bids.

#### 1-7.1.4 Disqualification of Bidders

More than one bid from any individual, firm, partnership, corporation or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one bid for the work contemplated may cause the rejection of all bids in which said individual, firm, partnership, corporation or combination thereof is interested. If there is any reason for believing that collusion exists among the bidders any and all bids of such bidders may be rejected. 1-7.1.5 Competency of Bidders - The County reserves the right to award the contract to the lowest responsible bidder. Responsible bidder may not mean, in fact, the "lowest" bidder. Where a State Contractor's License is required by law, the County may not award a contract to a person, firm, partnership, or corporation other than one properly licensed under applicable law.

1-7.1.6 Mistakes in Bid - Attention is directed to the provisions of California Government Code Sections 5100 to 5108, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give written notice within five (5) business days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

1-7.1.7 California State Contractor's License - All bidders, contractors and subcontractors shall be licensed in accordance with the laws of the State of California.

1-7.1.8 County Business License - The successful contractor and any subcontractor thereof will be required to comply with the County Business Licensing provisions. No free or exempt license will be issued by the County.

1-7.1.9 Bid Protest Procedure – A formal bid protest must be made within 5 calendar days from the time and date of the bid opening. The protest must be addressed in accordance with Section

1-7.1.10 - NoticesState the name and company of the protester and the reasons for the protest.

#### 1-7.2 Contract Bonds.

#### Add the following after the third sentence of the first paragraph:

In addition, all bonds shall be written and executed by a corporate surety with a <u>Best's rating of A:VII or better</u>. All alterations, extensions of time, extra and additional work, and other changes authorized by the contract may be made without the consent of the surety or sureties on the contract bonds. It shall be the duty of the Contractor to advise its surety of any changes to the contract that may affect the surety.

Add the following subsections:

#### 1-7.3 Execution of Contract.

1-7.3.1 Execution of Contract The contract shall be signed by the successful bidder and returned, together with the contract bonds, and other required contract documents, within ten (10) days after the bidder has received notice that the contract has been awarded.

1-7.3.2 Return of Bidder's Security Once the contract with the successful bidder has been executed, the County will return the bidder's security to bidders who are not to be further considered in making the award, except any bidder's security which has been forfeited.

1-7.3.3 Notices

All notices shall be in writing and delivered in person or transmitted by mail or email.

Notices required to be given to the County shall be addressed as follows:

Glenn County General Services 525 W. Sycamore Street, Suite B1 Willows, CA 95988 Contact: Di Aulabaugh, Director Email: <u>facilities2@countyofglenn.net</u> Phone: (530) 934-654

#### SECTION 2 - SCOPE OF THE WORK

#### 2-1 WORK TO BE DONE.

#### Add the following:

The work shall be performed to the satisfaction of and approved by the Director of General Services before being submitted to the County Supervisor for final acceptance and approval.

#### Add the following subsection:

#### 2-1.1 Record Documents

The contractor shall keep accurate records on a set of project plans of all additions and deletions to the work, and of all changes in location, elevation and character of the work not otherwise shown or noted on contract documents. Prior to field acceptance of the work, the Contractor shall transmit this "as built" plan to the County for approval and to be retained for County records.

On building construction contracts the Contractor shall record the exact location, by dimension, and the exact depth, by elevation, of all underground lines, valves, plugged Tees, capped ends, etc. The contractor shall record, by dimension or scale drawings, all wiring, conduits, and pull boxes as actually installed. All information necessary to maintain and service any concealed work shall be noted on these record drawings. This data shall be legibly recorded on the project plans to the satisfaction of the County. Records shall be kept up-to-date with all entries checked by the County before the work is buried or covered up. These drawings shall be delivered to the County upon completion of the work.

#### 2-2 PERMITS.

#### Add the following:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor

registration with the Department of Industrial Relations (DIR) is https://efiling.dir.ca.gov/PWCR; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the County or its designated labor compliance enforcement officer.

#### Add the following subsection:

2-2.1 Building Permits. The Contractor shall submit to the County a signed application requesting a building permit authorizing the Contractor to perform the work within the project boundaries. All fees associated with the various building permits required depending upon the scope of work, shall be the responsibility of the County.

## 2-3 RIGHT-OF-WAY.

#### Delete the last sentence and add the following:

The Contractor shall conduct all of its activities and operations within the rights-of-way provided by the County or within the confines of public thoroughfares. The Contractor shall not allow his employees to use private property for eating, coffee breaks, or any other reason or use water or electriCounty from such property without written permission from the owner.

If, for any reason, the Contractor elects to encroach upon other lands, he shall first obtain written permission from the owner and provide evidence of such permission in writing to the Engineer prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights-of-way, the Contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this section and with permission or in violation of this section without permission.

## 2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

## 2-5.1 General

Add the following subsections:

### 2-5.1.2 Specifications

The work to be done shall be performed or executed in accordance with these Special Provisions and the following which are included by reference only:

- 1) The Standard Specifications for Public Works Construction, latest edition, including all Supplements, hereinafter referred to as the "Standard Specifications", or "Greenbook". The Standard Specifications are published by Building News, Inc., 909 Park Center Drive, suite E, Vista, CA 92081. Phone: 1-760-734-1113. www.bnibooks.com
- 2-5.2 Temporary Utility Services.

#### Add the following:

Contractor shall be responsible for furnishing all necessary water for use in completing this work. Fire hydrant meters shall be obtained from the water purveyor serving the areas in which the work is to take place. The County of Glenn serves the area within the County and application for the hydrant meter is available at Glenn County General Services, 525 W. Sycamore Street, Suite B1, Willows, CA 9598.

## SECTION 3 – CONTROL OF THE WORK

#### 3-5 INSPECTION

#### Add the following:

Inspection services shall be furnished by the County as needed on an eight (8) hour day and forty (40) hour week basis. Any additional inspection that is required in excess of the foregoing shall be paid for by the contractor at the County's actual cost, including overhead expenses.

#### 3-7 Contract Documents

#### 3-7.1 General.

#### Add the following subsections:

1) Standard Plans and Details (included by reference only):

a. Standard Plans for Public Works Construction, latest edition. These plans are available from Building News, Inc., 909 Park Center Drive, suite E, Vista, CA 92081. Phone: 1-760-734-1113. <u>www.bnibooks.com</u>

2) Extra Construction Document Sets Provided by the County. The County will provide <u>1 hard copy</u> set of project plans and specifications to the contractor at the pre-construction meeting.

3-7.2 Precedence of Contract Documents

*Replace the following for the listing of precedence under the first paragraph:* 

- 1) Permits from other agencies as may be required by law
- 2) Change orders, supplemental agreements and approved revisions to Plans and Specifications
- 3) Addenda
- 4) Contract/Agreement/Purchase Order
- 5) Bid/Proposal
- 6) Special Provisions/Technical Specifications
- 7) Project Plans
- 8) General Provisions
- 9) Standard Specifications for Public Works Construction, "Greenbook" as amended by Supplements
- 10) Standard Plans
- 11) Reference Specifications
- 12) Notice Inviting Bids

#### 3-9 SUBSURFACE DATA.

#### Add the following:

Where the County has made investigations of the sub-surface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, such investigations are made only for the purpose of study and design. Where such investigations have been made, bidders or contractors may, upon written request, inspect the records of the County as to such investigations subject to and upon the conditions hereinafter set forth.

The records of such investigations are not a part of the contract and are shown solely for the convenience of the bidder or contractor. It is expressly understood and agreed that the County assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or the interpretations set forth therein, and that there is no warranty or guaranty, either expressed or implied, that the conditions indicated by such investigation or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

When a log of test borings showing a record of the data obtained by the County's investigation of subsurface conditions is included in the contract plans, it is expressly understood and agreed that said log or test borings does not constitute a part of the contract, represents only the opinion of the County as to the character of the materials encountered by it in its test borings, is included in the plans only for the convenience of the bidders and its use is subject to all of the conditions and limitations herein set forth.

## 3-10 SURVEYING

#### Add the following:

The Contractor shall preserve all benchmarks, monuments, survey marks, centerline ties and stakes and, in case of their impending removal or destruction by his/her operations he/she shall be responsible for notifying the County Engineer **prior** to their removal. Failure to provide such notification will result in the Contractor being liable for all costs associated with their replacement.

#### Add the following Sub-section:

#### 3-10.3 Survey Service.

The Contractor shall be responsible for providing all survey service including, but not limited to, survey control, construction staking, and cut sheets, as deemed necessary and to the satisfaction of the Engineer to complete the scope of work. Failure to provide any or all survey service shall be cause for the Engineer to issue a stoppage of work until the survey service is provided. Any delay because of the work stoppage shall be at the Contractor's sole expense including any liquidated damages arising therefrom.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

#### The following section is hereby added:

3-10.4 Measurement and Payment.

Full compensation for Survey including furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved shall be considered as included in the other items of work.

#### 3-12 WORK SITE MAINTENANCE.

#### 3-12.1 General

Subsection 3-12.1 of the Standard Specifications is hereby amended to include the following:

The Contractor shall provide and operate a self-loading motor sweeper with spray nozzles every day for the purpose of keeping the entire project site clean as acceptable to the County Engineer. Payment for the cleanup and dust control shall be included in the price paid for other items of work. No additional payment will be made for project site maintenance.

3-12.6 Water Pollution Control.

# Subsection 3-12.6 of the Standard Specifications is hereby amended to include the following:

The Contractor shall prepare and submit the Storm Water Pollution Prevention Plan (SWPPP) per Standard Specifications Section 3-12.6.3 which covers all work of his forces and those of his subcontractors. The SWPPP shall be approved by the County Engineer or his designee.

The Engineer may request modification of the SWPPP, if he finds that the permit requirements have not been satisfied. The SWPPP shall be available at the construction site from the beginning of construction until project completion. The SWPPP has been identified by the Federal Clean Water Act as public information and shall be made available by the Contractor, during normal business hours, for review by interested members of the public.

The Contractor shall modify the SWPPP, as required by the Construction Activity Permit, when changed conditions or changes to construction methods cause the SWPPP to be ineffective. Any and all modifications to the SWPPP shall be filed with the Agency prior to implementation at the construction site. Payment for changes to the SWPPP shall be included in the other bid items of work unless the Agency agrees that the condition was caused by forces beyond the Contractor's control. Payment shall then be made per Section 3-3. The Contractor shall be responsible for reporting all illegal discharges from the construction site, as required by the Construction Activity Permit. *Add the following Subsection:* 3-12.7 Drainage Control.

Subsection 7-8.7 is hereby added to the Standard Specifications:

The Contractor shall maintain drainage through the work area. Desilting basins, sandbags, and other requirements of the SWPPP shall be implemented, as required by the SWPPP, at all times to prevent non-storm water discharges prohibited by the Clean Water Act. All inspections of the site and Pollution Control Facilities required by the SWPPP shall be the sole responsibility of the Contractor or his designee.

The Contractor shall defend and hold harmless the AGENCY, its officers, its employees, the Engineer, Consultant and agents, including Willdan from all liability for non-compliance with the requirements of the SWPPP, as they relate to work under his control or upon the construction site under his control.

3-12.6.5 Payment.

#### The following is hereby added to this section.

Payment for preparing and submitting SWPPP to the jurisdictional regulatory agency as required and all work to implement the SWPPP shall be included in the payment for Special Project Site Maintenance and Public Convenience and Safety and no additional payment therefor.

Payment for Special Project Site Maintenance and Public Convenience and Safety shall be paid for at the contract lump sum bid price and shall include full compensation for, but not limited to, furnishing all labor, materials, equipment, tools, and incidentals required to complete all work in place as directed by the Engineer, shown on the standard specifications, plans, and these special provisions and no additional compensation will be allowed therefor.

#### SECTION 4 - CONTROL OF MATERIALS

This section not modified.

## SECTION 5 -LEGAL RELATIONS AND RESPONSIBILITES

## 5-4 INSURANCE.

5-4.1 General.

#### Add the following:

The liability insurance policy must contain the following language: "ADDITIONAL INSURED UNDER THIS POLICY: The County of Glenn, their officers and employees, while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed."

#### Add the following after the first paragraph:

The policy shall be conditioned to cover the performance of "Extra Work" should such work become necessary.

The cancellation clause on the certificate of insurance must be modified to stipulate that 30 days notice <u>must</u> be given in the event of cancellation. Language such as "will endeavor to" or "failure to mail such notice shall impose no obligation..." is not acceptable and must be struck out.

5-4.2 General Liability Insurance

#### Delete the second paragraph and insert the following:

The Contractor may file insurance acceptable to the County covering more than one project. The coverage shall provide the following minimum limits:

Bodily Injury\$5,000,000 each person\$5,000,000 each occurrence\$5,000,000 aggregate products and completed operations

Property Damage \$5,000,000 each occurrence \$5,000,000 aggregate

A combined single limit policy with aggregate limits in the amount of five million (\$5,000,000) dollars will be considered equivalent to the required minimum limits.

#### SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

## 6-6 DELAYS AND EXTENSIONS OF TIME

6-6.1 General.

Add the following after the last paragraph:

No extension of time will be granted for a delay caused by the contractor's failure to order materials in a timely manner.

# 6-7 TIME OF COMPLETION

# Add the following:

#### 6-7.2 Working Hours.

The Contractor shall not conduct any of the work on a non-working day or prior to 7:00 a.m. or after 5:00 p.m. of any working day, except where approved by the County or authorized representative. The County in authorizing any overtime work by the contractor or a subcontractor may require as a condition thereof that the contractor or subcontractor pay to the County the County's actual cost of providing inspection, supervision and other overhead expenses during such overtime periods and may require an appropriate deposit as security for said inspection services. Said additional cost may be deducted from any payment to the contractor pursuant to the agreement authorizing the work.

#### 6-8.3 Warranty

# Add the following:

Notwithstanding the foregoing, if defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the County, or to protect the public interest or safety, the County will attempt to give the aforementioned notice, but if it cannot do so because of the demand for immediate attention, the County may proceed to make such corrections and the cost of corrections shall be charged to the contractor.

This sub-section does not in any way limit any guarantee on any item for which a longer guarantee is specified, or on any item for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies to the County in respect to latent defects, fraud or implied warranties. Contractor shall furnish the County all appropriate guarantee or warranty certificates upon completion of the project.

# 6-9 LIQUIDATED DAMAGES.

In the first two paragraphs, substitute one thousand (\$1,000) dollars in place of two hundred, fifty (\$250) dollars as the amount of the liquidated damages per each consecutive calendar day.

*Add the following as the third paragraph:* 

In the event the work called for under the contract is not finished and completed in all parts and requirements within the number of days specified, the County shall have the right to increase the number of days or not, as it may deem best to serve the interest of the County. The County may increase the number of days in lieu of charging liquidated damages.

# <u>SECTION 7 – MEASUREMENT AND PAYMENT</u>

# 7-3 PAYMENT.

# 7-3.1 General.

# Add to the end of the second paragraph:

If there is no bid item for a particular item of work, full compensation for such work shall be considered as included in the prices bid for other items of work.

# Add the following:

# 7-3.9 Releases

Before the Contractor shall be entitled to payments(s), the Contractor shall execute and file with the County certain releases, which comply with Section 3262 of the Civil Code and which are acceptable to the County, releasing the County from all claims or liability relating to undisputed contract amounts for work performed in relation to said amounts as follows:

- 1. First Progress Payment A conditional release applicable to the payment being requested is required.
- 2. Subsequent Progress Payments An unconditional release applicable to all previous payments and a conditional release applicable to the payment being requested.
- 3. Release of Retention An unconditional release applicable to all previous payments and a conditional release applicable to the retention payment being requested.

In the case of contracts involving one or more subcontractors, the Contractor shall file with the County certain releases as described above, in the manner described above, for each subcontractor and/or material supplier applicable to the work as proportioned in the accepted Schedule of Values, where payment is being requested by or has been made previously to the Contractor.

Add the following subsection:

#### 7-4 EXTRA WORK.

7-4.1 General.

Delete Section 7-4.3 and add the following:

7-4.3 Markup

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order, and then shall only be reported at the labor classification of the work performed.

Contractor shall not be entitled to receive any compensation for delay for Contract Time extensions resulting from Extra Work. Where Contract Time extensions result from or are granted in change orders which authorize Extra Work, payment by the County to the Contractor in consideration of any such Extra Work, pursuant to Section 7-4.1, shall constitute compensation in full for delay, interruption or disruption resulting from or arising out of any such Extra Work.

7-4.3.1 Work By ContractorThe following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1)	Labor	10%
2)	Materials	10%
3)	Equipment Rental	10%
4)	Other Items and Expenditures	10%

In addition to the markups defined herein, the Contractor shall be compensated for the actual increase in the Contractor's bond premium caused by the extra work, as evidenced by documentation substantiating said cost.

7-4.3.2 Work by SubcontractorWhen all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3 (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup on 5 percent on work added in excess of \$5,000 of the

subcontracted portion of the extra work may be added by the Contractor. The markup by the Sub-Contractor on his own costs shall not exceed 10%.

#### 7-6 RESOLUTION OF CONSTRUCTION CLAIMS.

If the contractor shall claim compensation for any damages sustained by reason of the acts of the County or its agents, he shall, within five (5) days after sustaining such damages, file with the Engineer a written statement of the damage sustained. On or before the fifteenth (15th) day of the month next succeeding that in which any such damages shall have been sustained, the contractor shall file with the Engineer an itemized statement of the details and amounts of such damages, and unless such statement shall be made as thus required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to the consideration of payment on account of any such damages.

For claims of less than fifty thousand (\$50,000) dollars, the County will respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to mutual agreement of the County and the Contractor. The County's written response to the claim, as further documented, will be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

For claims of over fifty (\$50,000) dollars and less than or equal to three hundred, seventy-five thousand (\$375,000) dollars, the County will respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to mutual agreement of the County and the Contractor. The County's written response to the claim, as further documented, will be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

If the Contractor disputes the County's written response, or the County fails to respond within the time prescribed, the Contractor may so notify the County, in writing, either within fifteen (15) days of receipt of the County's response or within fifteen (15) days of the County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement

of the issues in dispute. Upon a demand, the County will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor 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 purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his written claim 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.

# 7-8 PROJECT SITE MAINTENANCE.

#### Add the following:

The contractor shall make his own arrangements for disposal of materials outside the County premises or right-of-way, and he shall pay all costs involved. (County's authorized disposal service company?). has the exclusive right of collection of refuse and construction materials & demolition debris (C&D) in the County of Glenn and may be reached at (phone?) The only exception is if the Contractor can provide evidence that the construction disposal containers to be utilized on this project are owned by the General Contractor. The Contractor shall comply with the County's Waste Management Planning for C & D Projects" document contained in the Appendix of these specifications, and complete and submit "C & D Materials Estimate" forms to the County of Glenn, General Services upon completion of demolition work

# **SPECIAL PROVISIONS**

#### PART 2

# **CONSTRUCTION MATERIALS**

#### SECTION 200 – ROCK MATERIAL

#### 200-1 ROCK PRODUCTS

200-1.7 Stone.

Add the following:

200-1.7.1 General. Stone for decorative stone facing/veneer shall be as specified on the drawings.

#### 200-2 UNTREATED BASE MATERIALS

200-2.1 General. Untreated base shall be crushed aggregate base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

#### SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

#### 201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements.

201-1.1.1 General.

Add the following:

The same brand type, source of cement, and aggregate shall be used for all Portland cement concrete per the approved submittal.

201-1.1.2 Concrete Specified by Class and Alternate Class.

Add the following:

Concrete for walkway and paving shall be Class 560-C-3250 with a 4-inch maximum slump.

Fly ash shall not be used.

#### 201-2 STEEL REINFORCEMENT FOR CONCRETE

201-2.2.1 Reinforcing Steel. The following is hereby added to Subsection 201-2.2.1 of the standard specifications:

All steel, except longitudinal steel, for design pipe, box conduit, Transition Structures Nos. 1, 2, 4, 5, 6, and 7, and special structures shall be Grade 60 billet steel conforming to ASTM A-615.

# 201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General.

Add the following:

Contractor shall submit materials to Engineer for approval.

201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant).

Add the following:

Sealant shall be Type "A" with Polyethylene foam filler. Submit two samples to the Engineer for approval.

# 201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds.

201-4.1.1 General.

Add the following:

Concrete curing compound shall be Type 1-D.

Color curing compound for colored or stamped concrete shall be the same color and manufacturer as the color hardener.

# SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General.

Add the following:

Asphalt concrete material used for remove and construct repairs within the roadway shall be Class and Grade B-PG 64-10.

#### SECTION 210 - PAINT AND PROTECTIVE COATINGS

Add new section as follows:

#### 210-6 ANTI-GRAFFITI COATINGS

210-6.1.1 General Requirements. Anti-graffiti coating system shall be from one manufacturer. All materials shall be delivered to the site of work in new, unopened, airtight containers, and shall be appropriately identified with manufacturer's name, date of manufacture, type of material, and lot or batch number.

210-6.1.2 Anti-Graffiti Coating System. The coating system shall be as manufactured by:

Rainguard Pro

2736 West McDowell Rd Phoenix, AZ 85009 Telephone: (800) 272-4647 Website: <u>www.rainguardpro.com</u>

Distributor: Dunn Edwards Paint Corporation

Contact Person: Mr. Larry Loo Telephone No.: (626) 590-7777 Email: <u>larry.loo@dunnedwards.com</u> or Ms. Jamilla Davis Telephone No.: (310) 909-3769 Email: jamilla.davis@dunnedwards.com

210-6.1.3 Products.

a. For porous surfaces. Rainguard Blok-Lok with Graffiti Control with Micro-Lok.

Warranty Period: 10 years water repellant warranty.

b. "VandlGuardFive" non-sacrificial Anti-Graffiti Coating is a chemically resistant one part, water-based, cross-linked co-polymer emulsion that dries to a

clear colorless film. It shall have a 5-year warranty and be used in conjunction with VandlGuard" Finish Coat.

c. "VandlGuard" Finish Coat Anti-Graffiti Barrier is a water-base emulsion that dries to a clear and non-yellowing matte finish. It is V.O.C. compliant, non-flammable, and is to be used as a final coat over "VandlGuardFive" graffiti protection system.

d. "Vandl-Clean Super" is a citrus-based Delimonere concentrated cleaner and degreaser, all-purpose, environmentally safe and ready to use.

210-6.1.4 Submittals. Submit five copies of manufacturer's data to the Engineer in accordance with <u>Section 3.8 Submittals</u> of the SSPWC.

Add new Section 218 as follows:

# SECTION 218 – SITE FURNISHINGS

# 218-1 GENERAL

All site furnishings shall be as called out on the drawings and shall conform to drawing details of these Specifications.

Site furnishings include, but are not limited to, the following:

- Picnic tables
- Trash receptacles
- Monument sign

Submit three (3) copies of manufacturer's catalog cut sheets, shop drawings and installation instructions for approval.

Where a manufacturer's name and model number are shown on the drawings, that item shall be furnished. No substitution will be allowed.

# 218-2 PRODUCTS

No substitutions will be considered. All site furnishings shall meet the requirements of the Americans with Disabilities Act (ADA), ASTM F-1487-98 and Consumer Product Safety Commission (CPSC) guidelines.

#### PART 3

#### **CONSTRUCTION METHODS**

#### **SECTION 300 - EARTHWORK**

#### 300-1 CLEARING AND GRUBBING

300-1.1 General.

#### Add the following:

Demolition and removal of PCC curb & gutter; sidewalk and irrigation equipment; turf; root shaving; tree and shrub removal; unclassified excavation; site furnishing, and amenities and other such items not mentioned that are required by the Plans and Specifications, are part of this work in this section.

Existing protection of large mature trees: Contractor shall install and maintain temporary fencing [orange environmentally sensitive area (ESA)] with a 6-foot radius buffer around the trunk of large mature trees that are located within the construction limits. No miscellaneous construction supply and construction equipment shall be stored within the tree protection fence limits.

Prior to demolition, removals, and earthwork, the Contractor shall construct and maintain a temporary 6-foot high chain-link fence with a minimum of two access gates and perimeter fence to protect the area of improvements during construction period. Payment for temporary perimeter fences shall be included in the price bid for clearing, grubbing and removal.

Footings and base debris removed for concrete walk, playground area, etc., shall be disposed of offsite in a legal manner at no additional costs to the Agency.

All obstructions within project limits shall be removed to a minimum of 12-inches below subgrade.

Soil backfill for holes caused by the removal of the existing structures foundations shall be filled with selected site soils or Class A topsoil recompacted in 6-inch layers to the density of 95-percent relative compaction.

Tree removal shall include grinding stumps and associated roots to the diameter of the trunk at existing grade and to 3-foot depth below existing grade. Grindings shall be removed from this 3-foot hole. The hole shall then be filled with soil and compacted to 95-percent relative compaction.

The cleared area shall be ripped to a depth of 12 inches, except in areas of existing tree roots which generally extend to the drip line of the tree canopy. SPECIAL CARE SHALL BE TAKEN TO PROTECT EXISTING TREES TO REMAIN FROM DAMAGE.

Add the following subsections:

300-1.1.1 Root Pruning and Tree Trimming.

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the Contractor's employ.

All the root pruning required to place or replace walks, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots 2 inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the County. Any such root removed without the County's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

All trees noted on the drawings for tree pruning shall have crown reduction and crown thinning performed in accordance with standards published by the Western Chapter of the International Society of Arboriculture (ISA). All pruning shall be performed by ISA certified tree workers under direct supervision of an ISA certified arborist. The Contractor shall furnish such credentials to the Engineer prior to commencement of any tree work. 300-1.4 Payment.

#### Add the following:

Full compensation for clearing, grubbing, irrigation equipment removal, shrub removal, soil replacement for voids left from roots removal, turf eradication and removal and items not mentioned but are part of clearing and grubbing shall be at the contract bid lump-sum price for clearing and grubbing, and no additional compensation will be made therefor.

# 300-2 UNCLASSIFIED EXCAVATION

300-2.1 General. Unclassified.

Replace Subsection 300-2.1 General of the Standard Specifications with the following:

Unclassified excavation shall consist of all excavation, including playground area site soil, and concrete pavement, walk, and curb ramp.

300-2.7 Selected Material.

*Replace Subsection 300-2.7 Selected Material of the Standard Specifications with the following:* 

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

300-2.9 Payment.

Add the following:

Payment for unclassified excavation shall be at the contract bid unit price per cubic yard and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for excavation, removal, hauling, and disposal and no additional compensation will be made therefor.

Payment for concrete removal and disposal of existing concrete paving shall be at the contract bid unit price per cubic yard, and no additional compensation will be allowed. 300-4.1 General.

#### Add the following:

The site shall be graded to the limit lines as shown on the drawings with such allowances as may be required for the construction of mow curb, PCC paving, and other site improvements. Tolerance for rough grading is 1/10th of a foot, plus or minus, at drainage swales and paved areas. At other areas, appearance shall be the governing factor.

Finish grades shall slope to drain without water pockets or irregularities and shall conform to the intent of all plans and sections, after thorough settlement, and compaction of the soil. Finished grades shall meet all existing or established controls of sidewalks, curbs, and walls and shall be of uniform slope and grade between points of fixed elevations or elevation controls from such point to established grades. Tolerance for finish grading is ¹/₄ inch, plus or minus.

#### 300-4.1 General.

Replace the second and third paragraphs of Subsection 300-4.1 General of the Standard Specifications with the following:

Rocks, broken concrete, or other solid materials which are larger than 1 inch in greatest dimension shall not be placed in fill areas that are to be planted.

Clods or hard lumps of earth 1 inch or more in greatest dimension shall be broken up before compacting the material in fill areas to be planted. Fill material containing large rocks, boulders, or hard lumps (such as hardpan or cemented gravel which cannot be broken readily) over 12 inches in greatest dimension shall not be incorporated in the fill. Such materials shall be removed from the site.

Selected material from the site that meets the requirements for Class C topsoil may be used in landscaped areas in the upper 12 inches of fill. (Ref: Sec. 300-2.7) or as make-up fill material underneath hardscape paving.

Make-up fill material in landscaped areas shall be Class A topsoil for the upper 12 inches of fill. (Ref: Sec 308-2)

#### 300-4.10 Payment.

#### Add the following:

Full compensation for furnishing all labor, materials, tools and equipment, and

doing all the work involved in unclassified fill construction shall be considered as included in the price paid for Import Class A Topsoil for backfill and make-up fill bid item at the contract price per Cubic Yard (CY).

# SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS

# 301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction.

Replace the first paragraph of Subsection 301-1.3 Relative Compaction of the Standard Specifications with the following:

When pavement is to be placed directly on subgrade material, the top 6 inches of subgrade material shall be compacted to a relative compaction of 95 percent. When base or subbase material, curb, gutter alley pavement, driveways, or sidewalk are to be placed on the subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 90 percent.

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

# 301-2 UNTREATED BASE

301-2.4 Measurement and Payment is amended by adding thereto the following paragraphs:

Full Compensation for Crushed Aggregate Base shall be considered to be included with the items requiring the base and shall include but not limited to furnishing all labor, tools, material, equipment, grading and compaction of subgrade, hauling, and incidentals for doing all work involved in construction of this item to the lines and grades shown on the plans, and no additional compensation will be allowed therefore.

# SECTION 302 - ROADWAY SURFACING

# 302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General.

Add the following:

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

AC for AC pavement repairs and for PCC pavement repairs shall be placed the same day as removals are performed.

#### 302-5.4 Tack Coat.

#### Add the following:

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 50° F in the shade. Whenever pavement surface temperatures exceed 120, a small test section shall be applied approximately 30 feet in length to gauge setup time for the tack to not stick to truck tires. The setup time shall be recorded. Paving, material delivery and tack coat placement must be coordinated and scheduled to provide that tack is setup before placing trucks on the tacked area. Pavement surface temperatures shall be monitored and additional test sections shall be performed to revise the paving operation as conditions change. Upon occurrence of tracking of tack coat, paving shall cease, except remaining material in the hopper shall be used, and the tack shall be allowed time to setup.

On all vertical joins of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard PG 64-10 uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be backed is below 60° F in the shade.

Tack coat shall not be applied until preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the overlay as permitted by the Engineer. Tack coat shall not be left exposed overnight. Immediately in advance of placing the overlay, additional tack coat shall be applied as directed by the Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Paving of overlay shall not proceed until the tack coat has stiffened sufficiently to not stick to truck tires.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the tack coat. Residue of tack coat material shall be removed from curb faces by sandblasting to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate cleanup. If significant amounts of paving asphalt are traced onto existing adjacent pavements, the contractor shall clean it off to the satisfaction of the Engineer or provide a slurry seal to restore the pavement at their own expense.

302-5.5 Distribution and Spreading.

Add the following:

Contractor shall provide 20-foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

The asphalt concrete as delivered shall be deposited directly into the hopper of the spreading and finishing machine. Truck transfer and bottom-dump trucks are not allowed.

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer at a minimum.

302-5.9 Measurement and Payment.

Add the following:

Payment for Construct 3-inch thick hot mix asphalt concrete paving over CAB, shall be paid at the contract bid unit price as indicated on the Bid Schedule and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, tack coat, crushed aggregate base, compaction, sawcutting, hauling, disposal and other incidentals for doing all work, complete, and in place, and no additional compensation will be allowed therefor.

# 302-6 PORTLAND CEMENT CONCRETE PAVEMENT

302-6.8 Measurement and Payment

#### *Replace the first paragraph with the following:*

Payment for Construct 6-inch thick PCC parking slab over CAB complete per plan including steel reinforcement shall be paid at the contract price per square foot (SF) and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, expansion joint and joint filler, soil excavation and disposal, steel dowel reinforcement, steel reinforcement, compaction, subgrade preparation, compacted aggregate base, and other incidentals for doing all work, complete, and in place, for construction of PCC pavement complete in place and no additional compensation will be made therefor.

# SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

# 303-1 CONCRETE STRUCTURES

303-1.1 General.

Add the following:

Where rock placement is shown on the drawings, it shall conform to the provisions of Section 303-1.12.

#### Add new Section as follow:

Payment for furnishing and installing stone/rock veneer/facing on monument sign base shall be considered as included in the payment of such item and no other payment shall be made therefore.

# 303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.4 Joints.

303-5.4.1 General.

Detectable warning surface (truncated domes) shall be as specified on the drawings or approved equal, unless otherwise noted. Color shall be as specified on the drawings.

Payment of detectable warning surface shall be at the contract bid unit price per square foot and shall be for a complete installation per plan.

#### Add the following:

Tooled Joints, Cold Joints, and Expansion Joints shall follow the patterns shown on the Plans. Where no pattern is shown, joint intervals shall be spaced equally, and shall not exceed the width of the walk.

303-5.4.2 Expansion Joints.

# Add the following:

Expansion joints shall be placed against all walls and structures, and around all penetrations of walk, such as posts, poles, or equipment foundations. In non-reinforced slabs, exceeding 8 feet in width, expansion joints shall be placed at a minimum in the longitudinal centerline, and regularly spaced at intervals not exceeding the width of the slab.

# 303-5.6 Curing.

*Replace the first paragraph of Subsection 303-5.6 Curing of the Standard Specifications with the following:* 

Immediately after finishing operations for colored stamped concrete are complete, Type 1-D concrete-curing compound shall be applied at a rate of one gallon per 150 square feet.

303-5.9 Measurement and Payment.

Add the following:

Payment for Construct 4-inch thick PCC walking path over CAB complete per plan shall be at the contract bid unit price per square foot for construction of different thickness as indicated on the Bid Schedule, and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, expansion joint and joint filler, soil excavation and disposal, steel dowel reinforcement, steel reinforcement, compaction, subgrade preparation, compacted aggregate base, and other incidentals for doing all work, complete, and in place, for construction of PCC walkway complete in place and no additional compensation will be made therefor.

Payment for Construct 6-inch thick PCC picnic pad slab over CAB complete per plan including steel reinforcement shall be paid at the contract price per square foot (SF) and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, expansion joint and joint filler, soil excavation and disposal, steel dowel reinforcement, steel reinforcement, compaction, subgrade preparation, compacted aggregate base, and other incidentals for doing all work, complete, and in place, for construction of PCC picnic slab complete in place and no additional compensation will be made therefor.

# SECTION 306 - OPEN TRENCH CONDUIT CON`RUCTION

# 306-3 TRENCH EXCAVATION

306-3.1 General.

Add the following:

Drain pipe trenching, excavation and installation shall follow Standard Specifications Section 306.

Where drain pipe is to be placed within the drip line of existing trees, the following conditions apply:

- A. When the trench excavation is outside five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade, the provisions of Section 300-1.1 apply
- B. When the trench excavation is to encroach within five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade, the excavation in the vicinity of tree roots shall be by hand, air jet, or water jet to expose

affected roots. Drain pipe shall be placed beneath the structural tree roots (all roots 2-inches or larger). No structural root shall be cut without the express written permission of the Engineer. Any such cutting shall comply with the provisions of Section 300-1.1.

306-7.6 Corrugated Metal Pipe (CMP)

Installation of corrugated metal pipe shall follow Standard Specifications Section 306-7.6

306-15 Payment

306-15.1 General

Replace section 306-15.1

Payment for furnishing and install 18-inch corrugated metal pipe (CMP) per detail on Dwg. No. C-4 shall be made at the contract bid unit price per linear foot. The Contract Unit Price shall include payment for;

- a) Removal of interfering portions of existing pipelines, sewers, storm drains, and improvements
- b) Trench excavation
- c) Control of surface waters
- d) Preparation of subgrade
- e) Placing and joining pipe
- f) Backfilling the trench
- g) Permanent resurfacing
- h) All other work (including temporary resurfacing) necessary to install the pipe or conduit, complete-in-place.

No separate or additional payment will be made for additional bedding or a higher strength of pipe

306-15.2 Shoring and Bracing

Replace this section with the following.

Payment for all shoring and bracing shall include furnishing, placing, maintaining the shoring and bracing until the trench is prepared to be filled, will be considered to be included within bid items for which the excavation was performed, and no additional compensation will be made therefor.

306-15.9 Temporary Resurfacing

Replace this section with the following.

Payment for all temporary resurfacing shall include furnishing, placing, maintaining temporary resurfacing until the trench is prepared to be filled, and removing the resurfacing will be considered to be included within bid items for which the excavation was performed, and no additional compensation will be made therefor.

#### 310-8 ANTI-GRAFFITI COATING

310-8.1 General. All vertical and horizontal surfaces such as, but not limited to, i.e., monument sign, trash receptacles and picnic tables shall be painted following erection.

310-8.1.1 Surface Preparation. Surfaces to be coated shall be clean of dirt, grime, efflorescence, lime runs, form oils and release agents, grease, mud, excess mortar, mold and mildew, and any other deleterious substance.

310-8.1.2 Coverage. Consult the manufacturer's literature and the manufacturer's representative to determine coverage rates for the various surfaces to be coated.

310-8.1.3 Warranty Protection.

- a. A site visit must be conducted by an employee or agent of the antigraffiti coating manufacturer. Notify the Engineer 48-hours prior to the scheduled site visit.
- b. A warranty application must be completed fully by the applicator, and a warranty issued by the anti-graffiti coating manufacturer in favor of the County of ______.

310-8.1.4 Application. Application shall be in strict accordance with the manufacturer's current printed directions and instructions by the manufacturer's representative.

Allow coatings to dry and become clear before applying subsequent coats. Achieve a uniform pinhole free, continuous film.

310-8.1.5 Cleanup. Remove discarded coating materials, rubbish, cans, and rags at end of each work day. Protect work of other trades.

310-8.1.6 Certification. Provide documentation of quantities of each product obtained for the work performed. This documentation is required for payment and warranty purposes.

310-8.1.7 Submittals. Contractor shall submit 3 copies of manufacturer's literature for the paint system proposed for the Engineer's review in accordance with Section 3-8.

310-8-2 Payment. Payment for painting all vertical surfaces described in Section 310-8.1 shall be included in the payment for the item for which anti-graffiti coating is required.

Add new Section 312 as follows:

# SECTION 312 - SITE FURNISHINGS

# 312-1 GENERAL

All site furnishings shall be inspected by the Contractor at the time of delivery for conformance to the Plans and submittals. Damaged items shall be returned and will not be accepted for installation.

Installation shall conform to the manufacturer's printed instructions, the drawings, and the Engineer's instructions.

All site furnishings installed in concrete footings shall be installed prior to concrete flatwork, if required.

312-1.2 Payment. Payment for site furnishings shall be at the contract bid unit price per each, and shall be full compensation for installing the item in place.

# 312-2 INSTALLATION OF MONUMENT SIGN

316-2.1 General. Construction of monument sign shall be as called out on the Plans. The Contractor shall be responsible for accurate location of foundations and layout of the work including verification of correct facing orientation of monument sign and.

312-2.2 Payment. Payment for monument sign and statue respectively shall be at the contract bid lump sum price as indicated on the Bid Schedule and shall include all costs for furnishing materials; engineering drawings and calculations; and installation of the monument sign on concrete foundations/footings.

# PART 4 EXISTING IMPROVEMENTS

#### SECTION 400 – PROTECTION AND RESTORATION

Add the following subsection:

400-1.2 Preservation of Property

- 400-1.2.1 Repair / Modification of Existing Turf Median and Planting Area
- (a) All existing lawn and landscape areas disturbed by the Contractor as part of or as a result of the work shall be prepared and resodded and/or replanted in kind, except as otherwise designated in the Plans. Existing irrigation systems shall be repaired and restored to operating condition to the satisfaction of the Engineer.
- (b) Sprinklers and Improvements. The Contractor shall coordinate work with the County's representative. The Contractor shall test and document the condition of existing sprinkler/irrigation system, where indicated as "protected in place" or "to remain" before beginning required removals or excavation. Contractor shall field verify with Engineer exact location of all irrigation components such as, but not limited to, valves, sprinkler heads, piping, etc., prior to start of construction. Unless otherwise indicated on plans, all irrigation components shall be protected in place. However, where there are conflicts with new sidewalks, the water supply lines, valves, and sprinkler heads shall be modified and adjusted to grade or relocated,

as necessary. The reinstallation of irrigation components shall be performed in the same manner in which they were originally installed. The Contractor shall restore private irrigation system to documented conditions after completing adjacent work.

(See Section 306-3 for Trench Excavation requirements).

#### SECTION 401 - REMOVAL

# 401-2 ASPHALT CONCRETE PAVEMENT

#### *The following is hereby added to Subsection 401-2:*

Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway and Alley Intersections

# The following is hereby added to Subsection 401-3.2

Concrete Curb, Walk, Gutter, Cross Gutters, Driveways, Alley Intersections and Access Ramps. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

# Add following subsection:

402-7 Adjustment of Water Valve Box and Utility Box Frame and Cover.

Water valve box and utility box frame and cover (shown or not shown on plans) within the area to be paved or graded shall be set to finish grade by the Contractor as required by the Plans and Specifications. In the case of Portland Cement Concrete paved area, box frame and cover shall be set to finish grade by the Contractor before paving.

402-7.1 Payment. Payment for adjusting water valve box and utility box frame and cover shall be distributed equally among various items in the Bid Schedule shall include costs for adjusting box frame and lid including replacement in kind of any damaged material due to construction.

# SPECIAL PROVISIONS

#### SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans <u>Standard Plans</u>, and <u>Standard Specifications</u>, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 3 office at 703 B Street Marysville, CA 95901 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

#### SECTION 84 - MARKINGS

#### 84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be thermoplastic with enhanced wet-night visibility, unless otherwise shown on the Plans. Curb markings shall be paint, two (2) coats. Contractor shall repaint all curb markings and curb house address markings within the project limits as noted on the plans.

84-2.02C Paint. Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.02E Thermoplastic Traffic Stripes and Pavement Markings with Enhanced Wet-Night Visibility. Traffic striping shall be thermoplastic with enhanced wetnight visibility including crosswalks, arrows and other pavement legends.

The 1st layer of glass beads shall be Bonded Core Reflective Elements manufactured by 3M or approved equal on the Authorized Material List for high-performance glass beads. The color of the glass beads must match the color of the stripe or marking to which they are being applied. The 2nd layer of glass beads must comply with AASHTO M 247, Type 2.

The glass beads used in both layers must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

#### 84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ¹/₂-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

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

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by grinding method per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

#### 84-2.04 Payment.

Payment for striping details and pavement markings shall be included in the lump sum price bid for striping, and no additional compensation will be allowed.

Payment for furnishing and installing concrete wheel stop shall be at the contract bid unit price per each, and no additional compensation will be allowed.

# SPECIAL PROVISIONS

# EROSION CONTROL

All equipment, materials, and components for irrigation control, and the installation thereof, shall be as specified on the drawings and shall conform to the 2018 Caltrans Standard Plans, and Standard Specifications, Section 21, "Erosion Control", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 3 office at 703 B Street Marysville, CA 95901 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

21-2.01 General.

All erosion control, non-irrigated hydroseed, and related works shall be as specified on the drawings and shall conform to the 2018 Caltrans Standard Plans, and Standard Specifications, Section 21, "Erosion Control".

# 21-2.04 PAYMENT

Payment for Erosion Control, performing non-irrigated native seed mix hydroseed, shall be at the contract bid price as indicated on the Bid Schedule and shall include all costs of materials, tools and equipment, and labor required to install hydroseeding.

Payment for Erosion Control, furnishing and installing fiber rolls, shall be at the contract bid price as indicated on the Bid Schedule and shall include all costs of materials, tools and equipment, and labor required to install fiber rolls.

# SECTION 21-3 PERMANENT EROSION CONTROL ESTABLISHMENT WORK

21-3.01 General.

The hydroseed establishment period for erosion control hydroseeding shall be 125calendar days, commencing upon written approval of the installation, and shall be included as part of the contract time for non-irrigated hydroseed.

The hydroseed establishment period shall end upon written authorization of the Engineer and Caltrans' landscape maintenance representative.

21-3.02 Hydroseed Establishment and Maintenance Requirements.

21-3.03 General. In order to carry out the work, the Contractor shall maintain a sufficient number of men and adequate equipment to perform the work herein specified from the time any hydroseeding is done until the final approval.

If at any time the Contractor is not performing maintenance work in the opinion of the Engineer, maintenance period shall be suspended and not restarted until all deficiencies have been corrected to the satisfaction of the Engineer. No payments will be made for work required during the suspended period and the period shall be extended by the length of time of the suspension.

All hydroseeded areas shall be kept well weed-free at all times. Weeds shall be removed and disposed of off the site.

The Contractor shall be responsible for detecting diseases and pests as soon as their presence is manifested. He shall take immediate action to identify the disease and/or pest and apply such remedies as are necessary to control the infestation. He shall remove all rodents, taking control measures immediately upon discovery.

# ENGINEER'S ESTIMATE

# WALKER CREEK PARK ASSESSIBILITY AND BEAUTIFICATION PROJECT IN THE COUNTY OF GLENN

ITEM			ESTIMATED	ITEM	
NO.	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	Mobilization and demobilization (Bid price not to exceed amount equivalent to				
	8% of the total construction cost)	LS	1	\$ 20,000.00	\$ 20,000.00
2	Clearing and grubbing	LS	1	\$ 20,000.00	\$ 20,000.00
3	Special Project Worksite Maintenance and Public Convenience and Safety	LS	1	\$ 8,000.00	\$ 8,000.00
4	Remove and dispose existing concrete paving	CY	8	\$ 440.00	\$ 3,520.00
5	Unclassified Excavation	CY	211	\$ 175.00	\$ 36,925.00
6	Import Class A Topsoil for backfill and make-up fill	CY	445	\$ 110.00	\$ 48,950.00
7	Perform Non-Irrigated Native Seed Mix Hydroseed as erosion control measure	SF	25,400	\$ 0.25	\$ 6,350.00
8	Furnish and install Fiber Rolls	LF	175	\$ 4.13	\$ 722.75
9	Furnish and install 18" Corrugated Metal Pipe (0.064" THICK)	LF	24	\$ 210.00	\$ 5,040.00
10	Construct 3-inch thick hot mix asphalt concrete paving over CAB	SF	1,140	\$ 27.00	\$ 30,780.00
11	Construct 6-inch thick PCC parking slab over CAB complete per plan including steel reinforcement	SF	1,680	\$ 25.00	\$ 42,000.00
12	Construct 6-inch thick PCC picnic pad slab over CAB complete per plan including steel reinforcement	SF	495	\$ 30.00	\$ 14,850.00
13	Construct 4-inch thick PCC walking path over CAB complete per plan	SF	7,355	\$ 20.00	\$ 147,100.00
14	Parking and crosswalk signing and striping	LS	1	\$ 8,000.00	\$ 8,000.00
15	Place Detectable Waring Surface	SF	30	\$ 55.00	\$ 1,650.00
16	Furnish and install concrete wheel stop	EA	6	\$ 200.00	\$ 1,200.00
17	Furnish and install precast picnic table assembly complete per plan	EA	3	\$ 4,500.00	\$ 13,500.00
18	Furnish and install precast concrete trash receptacle assembly complete per plan	EA	3	\$ 4,000.00	\$ 12,000.00
19	Furnish and install precast concrete monument sign complete per plan including engineering drawings and structural calculations	LS	1	\$ 15,000.00	\$ 15,000.00
	\$ 435,587.75				
				tingency 15% Grand Total	\$ 65,400.00
	\$ 500,987.75				