

**SPECIFICATION NO. 780  
FOR THE CONSTRUCTION OF  
ANABEL ~ WOODBURY  
WATER IMPROVEMENT PROJECT**

**PROJECT NO. CP.1287000 -- DRAWING NO. W-632**

May 2023

**Conformance Copy**

**Owner:**

**City of Garden Grove  
Public Works Department  
Water Services Division  
13802 Newhope Street  
Garden Grove, CA 92843**


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ANABEL ~ WOODBURY  
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**PROJECT NO. CP. 1287000 -- DRAWING NO. W-632**

**Design Engineer  
City of Garden Grove  
Public Works Department  
Water Services Division**

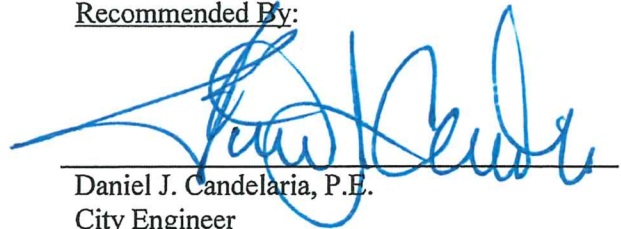
**Owner  
City of Garden Grove  
Public Works Department  
Water Services Division**

Prepared By:



Jessica Polidori  
Project Manager

Recommended By:



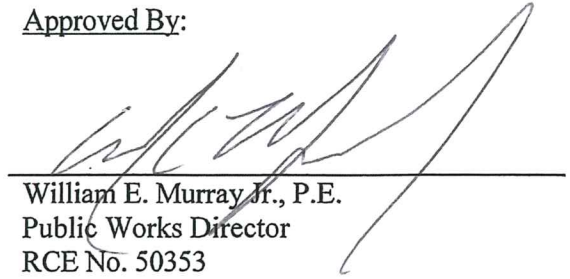
Daniel J. Candelaria, P.E.  
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Expiration Date 12/31/2024

Checked By:



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Project Manager  
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Approved By:



William E. Murray Jr., P.E.  
Public Works Director  
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ANABEL ~ WOODBURY  
WATER IMPROVEMENT PROJECT**

**PROJECT CP. NO. 1287000 -- DRAWING NO. W-632**

The Anabel ~ Woodbury Water Improvement Project consists of installing new 8 & 12-inch PVC pipe and abandoning 6-inch AC pipe. There will be approximately 4,200 linear feet of PVC pipe installed and 4,245 linear feet abandoned. The construction will include the installation of fittings, gate valves, fire hydrants, water services and appurtenances, trenching, shoring, backfilling, compaction, asphalt repair and replacement, street replacement and pipe disinfection and testing.

The project area extends to Woodbury Elementary School and Woodbury Park. A portion of the work will be within an existing easement in The Bungalow Apartments. Project phasing will be determined necessary based on school operations, efforts to minimize impact on school traffic is a priority.

The project will also require traffic control plans, permits and implementation, storm water protection, potholing, cutting and capping to be abandoned existing water mains, cutting and capping to be abandoned service laterals, temporary offsets of the existing water main to allow installation of the new water main, coordinating customer shutdown time, distributing shutdown resident notification letters, demolition and disposing of Asbestos Cement Pipe (ACP) hazardous waste material, traffic striping and appurtenant work.

**Construction hours in front of Woodbury Elementary School on Woodbury Avenue, Anabel Avenue, Libby Lane and Phyllis Place must be restricted to the hours of 9:00 A.M. to 2:00 P.M. while school is in regular session.** Class schedules vary throughout the week. See school website for current schedule information.

**INSTRUCTIONS TO BIDDERS**

**SUBJECT: ANABEL ~ WOODBURY WATER IMPROVEMENT PROJECT**

**PROJECT CP. NO. 1287000 -- DRAWING NO. W-632**

Gentlemen/Ladies:

Enclosed are the plans, specifications, proposal, and contract forms for the subject project.

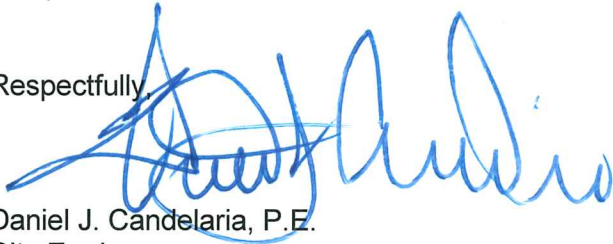
Please submit your bid on the proposal form provided and include the Designation of SUBCONTRACTORS/References and appropriate affidavit properly filled out.

The remaining documents need not be returned since the fee paid for them is not refundable. Two (2) sets of plans and specifications will be furnished to the successful bidder and one (1) set each to all designated SUBCONTRACTORS, free of charge, after award of contract.

The CONTRACTOR will be required to pay the latest prevailing wage rates as established by the latest State of California, Department of Industrial Relations.

Any questions regarding this project should be directed to the Project Manager, Jessica Polidori, at (714) 741-5349.

Respectfully,



Daniel J. Candelaria, P.E.  
City Engineer  
Public Works Department

## **SECTION 1 - NOTICE TO CONTRACTORS**

### **SECTION A - INFORMATION FOR BIDDERS**

1. **Minimum Qualifications:** General CONTRACTOR shall have a current Class "A" license in good standing with the Department of Consumer Affairs - California State License Board. The General Contractor shall submit, along with their proposal, Section 3, Section 4 (4-B, 4-C, and 4-D) of this document. List five (5) projects in Section 4-C performed by the Contractor that includes the installation of 8-inch and larger diameter pipe, minimum 1,000 linear feet encroaching the public right-of-way. This list shall include the size of the project in dollars, the agency or client for whom the work was performed and the name and title of the agency or client for whom the work was performed.
2. **Preparation of Bid Form:** Bids must be submitted on the prescribed form. All blank spaces for bid prices and lump sum price for which the bid is made, must be filled in, in both words and figures. The signature of all persons signing shall be in longhand. The completed bid form shall be without alterations or erasures.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted.

It is the sole responsibility of the bidder to see that their bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered. No oral, telephonic or telegraph modifications will be considered.

Before submitting bids, bidders and their SUBCONTRACTORS shall be licensed in accordance with the provisions of the Business and Professions Code.

The bidder shall state in words and figures, the unit prices or the specific sums, as the case may be, for which he/she proposes to perform the work as required by the specifications. In case words and figures do not agree, the words shall govern and the figures shall be disregarded. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention and the totals will be corrected to conform.

Failure by CONTRACTOR to fill in appropriate blanks in bid proposals may cause rejection of his/her proposal at the discretion of the City Engineer.

3. **Examination of Site, Drawings, etc.:** Each bidder shall visit the site of the proposed work. He shall fully acquaint himself with all conditions relating to construction and labor involved so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine any form, instrument, addendum or other document and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or to examine any form, instrument, addendum or other document or to visit the site and become familiar with existing conditions shall in no way relieve any bidder from obligation with respect to their bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

**SECTION 1 - NOTICE TO CONTRACTORS** (Continued)

**SECTION A - INFORMATION FOR BIDDERS** (Continued)

4. Withdrawal of Bids: Any bidder may withdraw their bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids.
5. Agreement and Bonds: The construction agreement, which the successful bidder, as CONTRACTOR, will be required to execute and the forms and amounts of the bonds which it will be required to furnish at the time of the execution of the Agreement, are included in the Contract Documents, and should be carefully examined by the bidder. The Agreement and the Bonds will be executed in one original.
6. Interpretation of Drawings and Documents: If any person contemplating submitting of a bid for the proposed contract is in doubt as to the meaning of any part of the plans, specifications, or other proposed omissions from the drawings, etc., he may submit to City of Garden Grove (CITY) a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

Any interpretation by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of documents. CITY will not be responsible for any other explanation or interpretation of the proposed documents.

7. Opening of Bids: Bids will be opened and publicly read aloud at the time set in the **ADVERTISEMENT FOR BIDS** in the Planning Conference Room at City Hall.
8. Bidder's Security: CONTRACTOR shall have twenty-one (21) calendar days from the award of the Contract to execute the Contract and supply CITY with all of the documents and information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the twenty-one (21) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

In addition, if CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the time as stated above, his or her bidder's bond or check and the monies represented thereby, or the cash guaranty, shall be and remain the property of the CITY and shall be subject to deposit with the finance director of the CITY as other monies belonging to the CITY.

9. Other Requirements: The bidders' attention is specifically directed to the requirements of the Contract Documents with reference to insurance, maintenance of facilities at the site of the project, and the inspection and testing of materials.
10. Award of Contract: The Contract will be awarded to the lowest responsible bidder, or bidders, complying with these instructions and with **Section B - ADVERTISEMENT FOR BIDS**. CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

**SECTION 1 - NOTICE TO CONTRACTORS** (Continued)

**SECTION A - INFORMATION FOR BIDDERS** (Continued)

11. Lowest Responsible Bidder: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder must present evidence that he has successfully performed similar work of compatible magnitude or submit other evidence satisfactory to the CITY that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.
12. Bidders Interested in More than One Bid: No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder or who has quoted prices of materials to the bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
13. Non-Collusion Affidavit: The CITY reserves the right, before any award of the contract is made, to require any bidder to whom it may make an award of the principal contract to execute a Non-Collusion Affidavit.

CITY also reserves the right to require that the principal CONTRACTOR shall, before awarding any subcontract, secure a Non-Collusion Affidavit from the proposed SUBCONTRACTOR.

14. Non-Discrimination Policy: CITY hereby notifies all bidders that it will affirmatively ensure 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 or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done has been determined and the Department has listed these wage rates in the Department of Transportation publication entitled Equipment Rental Rates and General Prevailing Wage Rates.

15. In order to help eliminate combinations or schemes, which restrain free competition in the procurement of bids on public construction projects and, in compliance with a request from the Department of Justice, the completion of all the "Questionnaires" to General CONTRACTORS is mandatory for a valid bid. Said questionnaire, in Section 4-B, 4-C, and 4-D of this document, shall be returned with bid proposal.



**SECTION 1 - NOTICE TO CONTRACTORS** (Continued)

**SECTION B – ADVERTISEMENT FOR BIDS**

1. Sealed Bids, marked "**CONSTRUCTION OF ANABEL ~ WOODBURY WATER IMPROVEMENT PROJECT CP. NO. 1287000**" will be received by the City Clerk in the City Hall, 11222 Acacia Parkway, Garden Grove, California until **10:00 AM, on Monday, June 19, 2023**, at which time they will be publicly opened in the Planning Conference Room CH-1 North (1<sup>st</sup> Floor) at City Hall. Any questions regarding this project should be directed to the Project Manager, Ms. Jessica Polidori, at (714) 741-5349.
2. The plans, specifications and contract documents may be purchased from ARC for the price of ninety-seven dollars and seventy six cents (\$97.76). The price does not include tax or shipping if needed. The documents may be made available for "will call" or shipped directly to you. Please contact:

ARC  
345 Clinton Street  
Costa Mesa, CA 92626  
[www.e-arc.com/ca/costamesa](http://www.e-arc.com/ca/costamesa)  
(949) 660-1150 (ask for the Planwell Department)  
Or you can e-mail your order to [costamesa.planwell@e-arc.com](mailto:costamesa.planwell@e-arc.com)

3. In conformance with Section 37931 of the Government Code, all bids shall be presented under sealed cover on the proposal form provided and accompanied by one of the following forms of bidder's security:
  - a. Cash.
  - b. Cashier's check made payable to the City of Garden Grove.
  - c. A certified check made payable to the City of Garden Grove.
  - d. A bidder's bond executed by an admitted surety insurer, prepared on the forms provided and made payable to the City of Garden Grove.
4. The security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it.
5. A Surety Bond for payment of Labor and Material in the amount of 100 percent of the estimated total contract price and Faithful Performance Bond in the amount of 100 percent of the total contract price, both prepared on the forms provided, will be required at the time of signing the contract agreement.
6. **The CITY reserves the right to reject the bid of any or all Bidders for any reason and to waive any informality or irregularity in the bids received. The CITY also reserves the right to withdraw this Invitation for Bids at any time for any reason without prior notice and the CITY makes no representations that the contract will be awarded to any Bidder responding to this Invitation for Bids.**

**SECTION 1 - NOTICE TO CONTRACTORS** (Continued)

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements specified. The award will be made within 90 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the CITY and the lowest responsible bidder. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The CITY also reserves the right to determine whether a Bidder is a responsible Bidder based on the Bidder's trustworthiness, quality, fitness, capacity, experience, and ability to perform as required under this Invitation for Bids. Any Bidder, or any officer of such Bidder, or an employee of such Bidder who has a proprietary interest in such Bidder, who has been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation, may be determined to be a non-responsible Bidder.

A designee or designees of the Public Works Director shall perform the evaluation of a Bidder's responsibility. When the Public Works Director's designee determines that a Bidder is disqualified as non-responsible, the Public Works Director's designee shall mail to the affected Bidder the disqualification determination, the basis for the determination, and any supporting evidence that the Public Works Director's designee received or relied on relating to such determination.

Any Bidder who disagrees or disputes the non-responsible determination, may appeal such rating or determination. Such appeal may only be taken by filing a written notice of appeal with the City Manager within five working days after the Public Works Director's designee has mailed notice of the rating or determination. Within five working days of the receipt of an appeal, the City Manager, or a designee of the City Manager who has not been involved in the evaluation of qualifications of CONTRACTORS for the subject project, shall conduct a hearing on the appeal. During the hearing, the affected Bidder shall have the opportunity to rebut any evidence used as a basis for the non-responsible determination and to present evidence to the City Manager or the City Manager's designee hearing the appeal as to why the Bidder should be found responsible. Within five working days of the conclusion of the hearing, the City Manager or the City Manager's designee hearing the appeal shall issue a written decision on the appeal and such decision shall be final.

7. The CITY has determined the prevailing rate of per diem wages for the doing of this work, the scale of wages is set forth by Resolution No. 5730-79 of the City Council, this resolution is on file in the office of the City Clerk of the City of Garden Grove, and is hereby made a part of and is incorporated herein.
8. Apprentices may be employed in conformity with Section 1777.5, 1777.6 and 1777.7 of the California Labor Code. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the trade at which he/she is employed. Information relative to the employment of apprentices shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.
9. Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file and available for inspection in the office of the State of California, Department of Industrial Relations, Division of Labor Statistics and Research.

**SECTION 1 - NOTICE TO CONTRACTORS** (Continued)

**SECTION B - ADVERTISEMENT FOR BIDS** (Continued)

10. In order to help eliminate combinations or schemes, which restrain free competition in the procurement of bids on public construction projects and, in compliance with a request from the Department of Justice, the completion of the "Questionnaire to General CONTRACTORS" is mandatory for a valid bid. Said questionnaire, in Section 4-B, 4-C, and 4-D of this document, shall be returned with bid proposal.
  
11. **No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**

**No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**

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

**SECTION 1 - NOTICE TO CONTRACTORS** (Continued)

**SECTION C – ENGINEER’S QUANTITY ESTIMATE**

**ANABEL – WOODBURY WATER IMPROVEMENT PROJECT**

**PROJECT CP. NO. 1287000 -- DRAWING NO. W-632**

<b>TOTAL ITEM</b>	<b>DESCRIPTION OF WORK</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>
1.	Clearing and Grubbing including Mobilization/Demobilization	1	LS
2.	Furnish and Install 12-inch PVC Pipe, C-900 DR-14 Class 200 water pipe including fittings, thrust blocks and other appurtenances. Work includes sheeting, shoring and bracing at all excavations, trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 and Plans.	970	LF
3.	Furnish and Install 8-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, including fittings, thrust blocks and other appurtenances. Work includes trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 and Plans.	3140	LF
4.	Furnish and Install 6-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, including fittings, thrust blocks and other appurtenances. Work includes trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 and Plans.	110	LF
5.	Furnish and Install 4-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, including fittings, thrust blocks and other appurtenances. Work includes trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 and Plans.	24	LF
6.	Furnish and Install 12-inch ductile iron, resilient wedge gate valves per City Standard Plans B-712, and B-752	6	EA
7.	Furnish and Install 8-inch ductile iron, resilient wedge gate valves per City Standard Plans B-712, and B-752	17	EA
8.	Furnish and Install 6-inch ductile iron, resilient wedge gate valves per City Standard Plans B-712, and B-752	1	EA
9.	Connect new main (tie-in) to existing 4", 6", 8" AC mains, and 12" Steel mains per location. Include all pipes, and fittings include welding for 12" Steel Main	9	EA
10.	Tie-in and abandonment at Salinaz Dr. and Newhope St. to existing 12" Steel Main (See Detail 5)	1	LS
11.	Abandonment at Westminster Ave. and Newhope St. (See Detail 6)	1	LS
12.	Abandonment of existing 8-inch at Apartment Complex Easement including trenching, backfill, compaction, asphalt and cross gutter repair and replacement. Removal of existing pipe, fittings, thrust blocks and or appurtenances necessary to complete reconnection per Detail 3 on Sheet 4.	1	LS
13.	Abandon in place and/ or remove existing 4", 6", 8" and 12" mains and plug open ends per Plans	4,245	LF

**SECTION 1 - NOTICE TO CONTRACTORS** (Continued)

**SECTION C – ENGINEER’S QUANTITY ESTIMATE** (Continued)

14.	On abandoned main, turn valves into the “closed” position and abandon valve in place. Remove and dispose of valve can and lid. Include backfill, compaction and pavement repair and replacement.	10	EA
15.	Install 1-inch water service assembly per City Std. Plan B-721 (Sheet 9 – Exclude Note 4). Include replacement of existing meter (size on size) with sensor Sensus SR11 AMI smart meter, and new meter box with anti-float lid within 3-10 feet from existing meter box. Install meter box with new concrete replacement per Std. Plan B-718 of these Specifications	1	EA
16.	Install 1-inch water service assembly per City Std. Plan B-721 (Sheet 9 – Exclude Note 4). Include replacement of existing meter (size on size) with sensor Sensus SR11 AMI smart meter, and new meter box with anti-float lid within 3-feet from existing meter box. Install meter box with new concrete replacement per Std. Plan B-718 of these Specifications	82	EA
17.	Install Temporary Vertical Offset and Remove/Relocate <b>as Needed</b> per Detail 10	7	EA
18.	Install Permanent Half Vertical Offset <b>as Needed</b> per City Std. Plan B-765.	1	EA
19.	Remove and salvage existing Fire Hydrant Assembly. Return FH to City.	8	EA
20.	Furnish and Install new fire hydrant assembly per City Std. Plan B-701 and B-702 including a 6-inch fire hydrant, PVC lateral, gate valve, tee/tapping sleeve, bury, concrete ring and coating (See Article 38)	10	EA
21.	Furnish and Install new fire hydrant assembly per City Std. Plan B-701 and B-702 including a 6-inch fire hydrant, PVC lateral, gate valve, tee/tapping sleeve, bury, concrete ring and coating, sidewalk repair. <b>Connect new fire hydrant to existing 6-inch main at 11191 Anabel Avenue</b> (See Article 38)	1	EA
22.	Construct Air Release Valve Assembly, complete with appurtenances, trenching, backfill, compaction, pavement repair and concrete repair. <b>(If Needed)</b>	1	EA
23.	Remove and Replace sections of existing concrete cross gutter to the nearest joint per City Std. Plan B-119 and Article 24. Location per Plans.	800	SF
24.	Remove Existing and Construct PCC Curb & Gutter (Type C-8) per City Standard Plans B-113-116	15	LF
25.	Remove Existing and Construct PCC Sidewalk per City Standard Plans B-105/B-106	30	SF
26.	Remove Existing and Construct PCC Spandrel per City Standard Plan B-119	90	SF
27.	Remove Existing and Construct PCC Bus Pad per City Standard Plan B-126	95	SF

**SECTION 1 - NOTICE TO CONTRACTORS** (Continued)

**SECTION C – ENGINEER’S QUANTITY ESTIMATE** (Continued)

28.	Traffic Control including Traffic Control Plans, Construction Information Signs (5), electronic Changeable Message Board signs (4), See Article 14	1	LS
29.	Allowance to Accommodate Unknown Underground Obstructions, as Directed by City and Only If Required	1	T&M
30.	Additional Over-Excavation and ¾” Crushed Rock Bedding and/or SE 30 or better sand including disposal (Only if Required)	50	TON
31.	Removal, Transport, Treatment and/or Disposal of Contaminated Soil (Only if Required)	50	TON
32.	Additional Potholing on Utilities that are not Identified in the Plans (Only if Required)	5	EA
33.	Implement Rule 1166 and obtain Permits	1	LS
34.	Remove, Dispose and Reconstruct Full Depth of A.C. and A.B. Pavement, <b>Outside of Trench Areas and T-Cap</b> (Only if Required)	1,000	SF

**SECTION 2 - CONTRACTOR'S PROPOSAL**

CONTRACTOR'S NAME: CEM CONSTRUCTION CORPORATION

THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 CITY OF GARDEN GROVE  
 11222 ACACIA PARKWAY  
 GARDEN GROVE, CALIFORNIA 92840  
 SUBJECT PROJECT:

**ANABEL – WOODBURY WATER IMPROVEMENT PROJECT**

**PROJECT CP. NO. 1287000 -- DRAWING NO. W-632**

Gentlemen:

The undersigned, having carefully examined the Plans and Specifications for the above subject project and having personally visited the site of the work and been made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the unit prices named in the following bid proposal. Furthermore, the following bid items include removal and replacement of Concrete and/or AC pavement, markers, and striping.

**TOTAL BID PROPOSAL**

<b>Item</b>	<b>Approx. Quantity</b>	<b>Item With Unit Price Written In Words</b>	<b>Unit Price</b>	<b>Item Total</b>
1.	1 LS	Clearing and Grubbing including Mobilization/Demobilization	\$ 100,000.00	\$ 100,000.00
			Per Lump Sum	
2.	970 LF	Furnish and Install 12-inch PVC Pipe, C-900 DR-14 Class 200 water pipe, fittings, thrust blocks and appurtenances. Work includes sheeting, shoring, and or bracing at all excavations, trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 & Plans	\$ 200.00	\$ 194,000.00
			Per Linear Foot	
3.	3,140 LF	Furnish and Install 8-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, fittings, thrust blocks and appurtenances. Work includes sheeting, shoring, and or bracing at all excavations, trenching, backfill, compaction and asphalt repair and		

**SECTION 2 – CONTRACTOR'S PROPOSAL** (Continued)

Item	Approx. Quantity	Item With Unit Price Written In Words	Unit Price	Item Total
		replacement per Std. Plan B-134, B-101-104 & Plans	\$ 185.00	\$ 580,900.00
		Per Linear Foot		
4.	110 LF	Furnish and Install 6-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, fittings, thrust blocks and appurtenances. Work includes sheeting, shoring, and or bracing at all excavations, trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 & Plans	\$ 285.00	\$ 31,350.00
		Per Linear Foot		
5.	24 LF	Furnish and Install 4-inch PVC Pipe, C-900 DR-14 Class 200, water pipe, fittings, thrust blocks and appurtenances. Work includes sheeting, shoring, and or bracing at all excavations, trenching, backfill, compaction and asphalt repair and replacement per Std. Plan B-134, B-101-104 & Plans	\$ 325.00	\$ 7,800.00
		Per Linear Foot		
6.	6 EA	Furnish and Install 12-inch ductile iron, resilient wedge gate valve per City Std. Plan B-712 & B-752	\$ 10,000.00	\$ 60,000.00
		Per Each		
7.	17 EA	Furnish and Install 8-inch ductile iron, resilient wedge gate valves per City Std. Plan B-712 & B-752	\$ 7,000.00	\$ 119,000.00
		Per Each		
8.	1 EA	Furnish and Install 6-inch ductile iron, resilient wedge gate valves per City Std. Plan B-712 & B-752	\$ 5,000.00	\$ 5,000.00
		Per Each		
9.	9 EA	Connect new main to existing 4", 6", 8" AC mains, and 12" Steel main per locations. Include all pipes, and fittings. Include welding for 12" steel main.	\$ 10,000.00	\$ 90,000.00
		Per Each		



**SECTION 2 – CONTRACTOR'S PROPOSAL** (Continued)

Item	Approx. Quantity	Item With Unit Price Written In Words	Unit Price	Item Total
10.	1 LS	Tie-in and abandonment at Salinaz Dr. and Newhope St. to existing 12" Steel Main (See Detail 5)	\$ 12,000.00	\$ 12,000.00
			Per Lump Sum	
11.	1 LS	Abandonment at Westminster Ave. and Newhope St. (See Detail 6)	\$ 5,000.00	\$ 5,000.00
			Per Lump Sum	
12.	1 LS	Abandonment of existing 8-inch at Apartment Complex (The Bungalows Apartments) Easement including trenching, backfill, compaction, asphalt and cross gutter repair and replacement. Removal of existing pipe, fittings, thrust blocks and appurtenances necessary to complete connection per Detail 3	\$ 8,000.00	\$ 8,000.00
			Per Lump Sum	
13.	4,245 LF	Abandon in place and or remove existing 4", 6" 8" and 12" main and plug open ends per Plans.	\$ 6.00	\$ 25,470.00
			Per Linear Foot	
14.	10 EA	On Abandoned main, turn valves into the "closed" position and abandon valve in place. Remove and dispose of valve can and lid. Include backfill, compaction and pavement repair and replacement.	\$ 1,200.00	\$ 12,000.00
			Per Each	
15.	1 EA	Install 1-inch water service assembly per City Std. Plan B-721 (Sheet 9 –Exclude Note 4). Include replacement of existing meter (size on size) with Sensus SR11 AMI smart meter, and new meter box with anti-float lid within 3 to 10 feet from existing meter. Install meter box with new concrete replacement per Standard Plan B-718 of these Specifications.	\$ 3,000.00	\$ 3,000.00
			Per Each	

**SECTION 2 – CONTRACTOR'S PROPOSAL** (Continued)

Item	Approx. Quantity	Item With Unit Price Written In Words	Unit Price	Item Total
16.	82 EA	Install 1-inch water service assembly per City Std. Plan B-721 (Sheet 9-Exclude Note 4). Include replacement of existing meter (size on size) with Sensus SR11 AMI smart meter, and new meter box with anti-float lid within 3-feet from existing meter. Install meter box with new concrete replacement per Standard Plan B-718 of these Specifications.	\$ 3,200.00	\$ 262,400.00
			Per Each	
17.	7 EA	Install Temporary Vertical Offset and Remove/Relocate as Needed per Detail 10, Sheet 9.	\$ 8,200.00	\$ 57,400.00
			Per Each	
18.	1 EA	Install Permanent Half Vertical Offset <b>as Needed</b> per City Standard Plan B-765	\$ 7,000.00	\$ 7,000.00
			Per Each	
19.	8 EA	Remove and salvage existing Fire Hydrant Assembly. Return FH to City.	\$ 2,000.00	\$ 16,000.00
			Per Each	
20.	10 EA	Furnish and Install new fire hydrant assembly per City Standard Plan B-701 and B-702 including a 6-inch fire hydrant, PVC lateral, gate valve, tee/tapping sleeve, bury, concrete ring and coating (See Article 38)	\$ 13,800.00	\$ 138,000.00
			Per Each	
21.	1 EA	Furnish and Install new fire hydrant assembly per City Standard Plan B-701 and B-702 including a 6-inch fire hydrant, PVC lateral, gate valve, tee/tapping sleeve, PVC pipe, couplings, bury, concrete ring, coating and sidewalk repair. <b>Connect new fire hydrant to existing 6-inch main at 11191 Anabel Avenue (See Article 38)</b>	\$ 15,000.00	\$ 15,000.00
			Per Each	
22.	1 EA	Construct Air release Valve Assembly, complete with appurtenances, trenching, backfill,		

**SECTION 2 – CONTRACTOR'S PROPOSAL (Continued)**

<b>Item</b>	<b>Approx. Quantity</b>	<b>Item With Unit Price Written In Words</b>	<b>Unit Price</b>	<b>Item Total</b>
		compaction, pavement and concrete repair. (If Needed)	\$ 10,000.00	\$ 10,000.00
			Per Each	
23.	800 SF	Remove and replace sections of existing concrete cross gutter to the nearest joint per City Std. Plan B-119 and Article 24. Location per Plans.	\$ 35.00	\$ 28,000.00
			Per Square Feet	
24.	15 LF	Remove Existing and Construct PCC Curb and Gutter (Type C-8)	\$ 300.00	\$ 4,500.00
			Per Linear Foot	
25.	30 SF	Remove Existing and Construct PCC Sidewalk	\$ 75.00	\$ 2,250.00
			Per Square Feet	
26.	90 SF	Remove Existing and Construct PCC Spandrel	\$ 65.00	\$ 5,850.00
			Per Square Feet	
27.	95 SF	Remove Existing and Construct PCC Bus Pad	\$ 75.00	\$ 7,125.00
			Per Square Feet	
28.	1 LS	Traffic Control including Traffic Control Plans, Construction Information Signs (5), electronic Changeable Message Board Signs (4), See Article 14	\$ 109,000.00	\$ 109,000.00
			Per Lump Sum	
29.	1 T&M	Allowance to Accommodate Unknown Underground Obstructions as directed by City and Only if Required	\$100,000	\$100,000
			Per Time and Material	

**SECTION 2 – CONTRACTOR'S PROPOSAL** (Continued)

Item	Approx. Quantity	Item With Unit Price Written In Words	Unit Price	Item Total
30.	50 TON	Additional Over-Excavation and ¾ Crushed Rock Bedding SE 30 or better sand including disposal ( <b>Only if required</b> )	\$ 200.00	\$ 10,000.00
			Per TON	
31.	50 TON	Removal, Transport, Treatment and/or Disposal of Contaminated Soil ( <b>Only if required</b> )	\$ 980.00	\$ 49,000.00
			Per TON	
32.	5 EA	Additional Potholing on Utilities that are not identified in the Plans ( <b>Only if Required</b> )	\$ 900.00	\$ 4,500.00
			Per Each	
33.	1 LS	Implement Rule 1166 and Obtain Permits	\$ 12,000.00	\$ 12,000.00
			Per Lump Sum	
34.	1000 SF	Remove, Dispose and Reconstruct Full Depth of A.C. & A.B. Pavement, <b>Outside of Trench &amp; T-Cap</b> ( <b>Only if Required</b> )	\$ 6.00	\$ 6,000.00
			Per Square Feet	
<b><u>TOTAL BID PROPOSAL</u></b>			\$	2,097,545.00

**TOTAL BID PROPOSAL WRITTEN IN**

**WORDS:** two million, ninety-seven thousand, five hundred forty-five hundred and zero cents

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City of Garden Grove does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer.

NOTE: The contract will be awarded to the lowest responsible bidder, based on the amount shown under TOTAL BID PROPOSAL. IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

It is understood and agreed that:

(a) Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates set forth in the Department of Transportation publication entitled General Prevailing Wage Rates, which is

**SECTION 2 – CONTRACTOR'S PROPOSAL** (Continued)

a part of the contract shall be posted by the CONTRACTOR at a prominent place at the site of the work.

If there is a difference in the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of Industrial Relations, for similar classifications of labor, the CONTRACTOR and its SUBCONTRACTORS shall pay not less than the highest wage rate.

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

(c) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up their bid, nor will bidders be released because of errors.

(d) The undersigned is licensed in accordance with the laws of the State of California.

(e) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid; or any other person, firm or corporation to refrain from bidding, that the undersigned has not in any manner sought, by collusion, to secure for itself an advantage over any other bidder and that the unit prices proposed herein shall remain fully in effect for **85 calendar days** from bid opening.

I declare under penalty of perjury that all statements or representations made herein are true and correct.

JESUS E CARRILLO

\_\_\_\_\_  
BIDDER'S NAME

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

CORPORATION

DATE: 06-16-2023

\_\_\_\_\_  
TYPE OF ORGANIZATION: INDIVIDUAL,  
PARTNERSHIP OR CORPORATION

1412 ESPANOL AVENUE MONTEBELLO CA 90640

\_\_\_\_\_  
ADDRESS

323-597-1084

562-381-9129

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX

08/31/2024

951234

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
STATE OF CALIFORNIA LICENSE NUMBER

**SECTION 3 - DESIGNATION OF SUBCONTRACTORS/REFERENCES**

1. The undersigned certifies that the sub-bids of the following listed SUBCONTRACTORS have been used in making up this bid, and that the SUBCONTRACTORS listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with the applicable provisions of the Specifications.

Bidder's Name CEM CONSTRUCTION CORPORATION

**LIST OF PROPOSED SUBCONTRACTORS**

Each bidder is to set forth below the name and business address of each SUBCONTRACTOR with whom the bidder intends to enter into subcontracts for the performance of any work in excess of one-half of one percent of the bidder's total bid, and the portion of the work to be performed by each SUBCONTRACTOR. Substitution of bidders may only be made in accordance with Section 4107 of the Government Code of the State of California. **THAT PORTION OF THE WORK TO BE PERFORMED BY SUBCONTRACTORS SHALL, IN THE AGGREGATE, NOT EXCEED 40% OF ALL THE WORK PERFORMED, BASED UPON THE TOTAL DOLLAR VALUE OF THE WORK. THE GENERAL CONTRACTOR MUST PERFORM AT LEAST 60% OF THE WORK.**

	Name of SUBCONTRACTOR	Address	Phone No.	Item of Work
1.	N/A	N/A	N/A	
				Amount \$
			License Number:	
			Expiration Date:	
2.	N/A	N/A	N/A	
				Amount \$
			License Number:	
			Expiration Date:	
3.	N/A	N/A	N/A	
				Amount \$
			License Number:	
			Expiration Date:	
4.	N/A	N/A	N/A	
				Amount \$
			License Number:	
			Expiration Date:	
5.	N/A	N/A	N/A	
				Amount \$
			License Number:	
			Expiration Date:	

**SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL**

**USE THIS FORM WHEN BIDDER IS AN INDIVIDUAL**

State of California )  
 ) ss. N/A  
County of Orange )

(Name) N/A, Affiant,  
being first duly sworn, deposes and says:

That it is the bidder who makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Subscribed and sworn to before me N/A  
This N/A day of N/A, 20 N/A

Signature: N/A

Notary Public in and for the County of N/A, State of N/A

**USE THIS FORM WHEN BIDDER IS A CORPORATION**

State of California )  
County of Orange ) ss.

JESUS E CARRILLO affiant, the PRESIDENT  
Pres., Sec., or Mgr. Ofcr  
of CEM CONSTRUCTION CORPORATION  
*Name of Corporation*

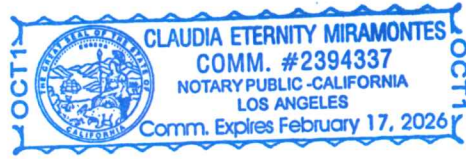
The corporation who makes the accompanying proposal, having first been duly sworn, deposes and says: That such proposal is genuine and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

JESUS E CARRILLO  
Signature  
President, Secretary or Managing Officer

Subscribed and sworn to before me  
This 19 day of June, 20 23

Notary Public in and for the County of Los Angeles, State of California

Signature: [Signature]



**SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL (Continued)**

**USE THIS FORM WHEN BIDDER IS A CO-PARTNERSHIP**

State of California    ) N/A  
                                  ) ss.  
County of Orange    ) N/A

\_\_\_\_\_ N/A \_\_\_\_\_, Affiant(s),  
Being first duly sworn, each for itself deposes and says:

That \_\_\_\_\_ N/A \_\_\_\_\_  
(Names of all Partners)

are partners, doing business under the firm name and style of

\_\_\_\_\_ N/A \_\_\_\_\_ and that said co-partnership  
(Name of Firm)

makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Subscribed and sworn to before me \_\_\_\_\_ N/A \_\_\_\_\_  
This \_\_\_\_\_ N/A \_\_\_\_\_ day of \_\_\_\_\_ N/A \_\_\_\_\_, 20 \_\_\_\_\_ N/A \_\_\_\_\_.

Notary Public in and for the County of  
\_\_\_\_\_ N/A \_\_\_\_\_, State of \_\_\_\_\_ N/A \_\_\_\_\_

Signature: \_\_\_\_\_ N/A \_\_\_\_\_



**SECTION 4-A - PREVIOUS DISQUALIFICATION QUESTIONNAIRE**

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

**QUESTIONNAIRE**

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

Yes \_\_\_\_\_

No  X

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

N/A

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NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.



**SECTION 4-B - QUESTIONNAIRE TO GENERAL CONTRACTORS**

1. Were bid depository or registry services used in obtaining SUBCONTRACTOR bid figures in order to compute your bid?  
Yes ( )                      No (X)
  
2. If the answer to No. 1 is "yes," please forward a copy of the rules of each bid depository you used with this questionnaire. N/A
  
3. Did you have any source of SUBCONTRACTORS' bids other than bid depositories?  
Yes ( )                      No (X)
  
4. Has any person or group threatened you with SUBCONTRACTOR 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 (X)
  
5. If the answer to No. 4 is "yes," please explain the following details:
  - (a) Date(s): N/A
  
  - (b) Name of person or group: N/A
  
  - (c) Job involved (if applicable): N/A
  
  - (d) Nature of threats: N/A
  
  - (e) Additional comments: N/A  
(Use additional paper if necessary)

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

Dated this 16 day of JUNE, 2023.  
JEC

CEM CONSTRUCTION CORPORATION

Name of Company

By Jesus E Carrillo

PRESIDENT

Title

**SECTION 4-C - QUESTIONNAIRE REGARDING BIDDERS**

Number of years engaged in the contracting business under present business name  
13 years

List of last five contracts performed which show experience in potable water main replacement projects work involved should include installation of 8-inch and larger in diameter pipe for a minimum stretch of 1,000 linear feet within public right-of-way, new water service assemblies and all pertaining work necessary to complete all items in the bid proposal. Failure to submit a complete list will render a proposal informal or nonresponsive and may result in its rejection by Owner.

Year	Type of Work	Contract Amt.	Location	For whom Performed & Phone Number
2023	The work to be done under these specifications consist of furnishing all labor, equipment services, transportation and materials necessary for mobilizations, demobilizations, constructions, installation, testing and completion of a new 8" and 12" vinyl chloride PVC water main per project plans & specs.	\$1,086,240.00	City of Orange	Ryan Visperas 714.288.2487 / rvisperas@cityoforange.org
2021	Furnish all labor, material and equipment for installation of 12" and 8" C-900 main line and 4" C-900 fire line for new development plaza. Installed fire hydrants and valves at street intersections.	\$1,100,700.00	City of Perris	Alex Sanchez 949.243.4784/ asanchez@rockwoodconstruction.com
2023	Remove and replace existing 8" VCP with new 12" VCP and existing 6" VCP with new 8" VCP, perform Air Test, Install new 48" manholes, perform concrete and asphalt work, installation of new storm drain inlet over 24" storm drain	\$1,721,945.50	City of Anaheim	Joel Jordan 714.765.5052/JJordan@anaheim.net
ON-GOING	Remove and replace existing 4", 6", 8", 10" and 12" VCP pipe, work includes but not limited to 8- feet deep excavation, saw cutting, bedding, slurry backfill, new VCP pipe installation, sewer flow control, tie-in connection, & traffic control	\$ 344,250.00	City of Inglewood	Thomas C Lee 310.412.5333 / tlee@cityofinglewood.org
2022	Rehabilitation / replacement approx. 36 sewer lateral at various locations. Installed new 8", 6" and 4" VCP and performed testing as needed. Pre and Post CCTV, Jetted and cleaned old lines, Pipe Bursting of 8" and 6" lines and CIPP of 8" and 6" lines. Set up sewer bypass, shoring and traffic control as needed.	\$550,225.00	City of Long Beach	Valeri Karakanov 562.570.2331 /valeri.karakanov@lbwater.org

**REFERENCES:**


Following are the names, addresses and telephone numbers of firms or agencies with which you may confirm the past performances of the company in performing work in potable water main replacement projects:

Firm/Address	Type of Work	Contact Person Telephone No.	Contract Amount
City of Santa Ana 20 Civic Center Plaza M-36 Santa Ana CA	Demolition, grading/drainage water quality elements, site Utilities, on site paving, fencing Site Furnishings , Playground & Fitness equipment, irrigation and street Improvements	Sean Thomas 714-647-5624 / stthomas@santa-ana.org	2,776,406.00
Temple City 9701 Las Tunas Drive. Temple City CA	Site preparation removal & grading of existing pavement, concrete improvements including grading for proposed restroom building.	Okan Demirci 714-319-6137 / okan.demirci@transtech.org	2,470,087.50
City of Commerce 2535 Commerce Way Commerce CA	furnish/install bus shelters and 2 seating elements, metered pedestal TYPE III-AF, 3" PVC SCH electrical conduit, pull boxes, relocate existing speed readers, reconstruct curb and gutter, 4" PCC furnish/install	Ted Villegas 323-722-4805 ext4421	494,050.00
City of Inglewood 1 W. Manchester Blvd. Inglewood CA	Remove/replace existing 4", 6", 8", 10" 12" VCP pipe, includes 8- feet deep excavation, saw cutting, bedding slurry backfill, new VCP pipe installation, sewer flow control, tie-in connection, & traffic control.	Thomas C Lee 310-412-5333 ext 5611	344,250.00
City of Norco 2870 Clark Ave. Norco CA 92860	Approx. 1,000 lf of varying size, 30" 24" RCP storm drain pipe along with 18" RCP lateral pipes, manholes, and catch basins.	Sam Nelson 951-270-5677	1,103,644.00

Bidder's  
Name: CEM CONSTRUCTION CORPORATION

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Authorized  
Signature:

 JESUS V. CARMILLO  
Date: 06-16-2023

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State of California CONTRACTOR's License No. 951234

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CONTRACTOR's License Expiration Date 08/31/2024

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**SECTION 4-D - CONTRACTOR'S QUESTIONNAIRE**

1. List any lawsuit(s) filed against you or your firm over the past ten (10) years for breach or non-performance of contract: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
2. List the results of any lawsuit(s): N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
3. List any claim(s) filed by SUBCONTRACTORs against you or your firm over the past ten (10) years: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
4. List the results of each claim: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
5. List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your firm by the State CONTRACTOR's License Board: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
6. List projects that include the installation of 8-inch and larger in diameter pipe, new water service laterals and meter boxes, fire hydrant assemblies meanwhile keeping the existing water system and customers in service which you have worked on: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE AND CORRECT.**

Dated: <sup>JEC</sup> 06-16-2023  
06-16-2023

  
\_\_\_\_\_  
CONTRACTOR's Signature

**BID BOND**

Bond No. \_\_\_\_\_  
Premium \_\_\_\_\_

**ANABEL ~ WOODBURY  
WATER IMPROVEMENT PROJECT  
CP NO. 1287000 -- DRAWING NO. W-632**

(10% of aggregate amount of bid)  
(Not required if cash, cashier's check or certified check  
in the required amount accompanies the bid)

**KNOW ALL PERSONS BY THESE PRESENTS:** those we, \_\_\_\_\_  
\_\_\_\_\_, As Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Garden Grove ("CITY"), State of California, the sum of ten percent of the aggregate amount of bid, the payment of which we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

That the Surety's office is located at \_\_\_\_\_, California, Telephone No. \_\_\_\_\_ and the Surety is licensed to do business in the State of California, and the California resident agent for Surety is \_\_\_\_\_ California Insurance Agent License No. \_\_\_\_\_.

That the following clause must be completed if in fact a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent \_\_\_\_\_  
Non-resident agent's office address \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_.

The condition of the foregoing obligation is such that, whereas the above principal is about to submit to the Board of the CITY a bid or proposal for the performance of the work therein mentioned, in compliance with the plans and specifications therefore, pursuant to published notice inviting bids:

Now, if the bid or proposal of the principal is accepted and the work awarded to the principal by the CITY, and if the principal shall fail or neglect to enter into a contract in accordance with the provisions of said bid or proposal and the accompanying Instructions and Information for Bidders, and to execute adequate faithful performance and labor and material surety bonds to the satisfaction of the General Counsel of the CITY, then the sum guaranteed by this bond is forfeited to the CITY.

WITNESS OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Principal  
By \_\_\_\_\_

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Attorney-in-Fact



## **SECTION 5 - AGREEMENT**

### **CONSTRUCTION AGREEMENT**

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**THIS AGREEMENT** is made this 25<sup>th</sup> day of **July, 2023**, by the **CITY OF GARDEN GROVE** ("CITY"), and **CEM CONSTRUCTION CORPORATION**, hereinafter referred to as ("CONTRACTOR")

#### **RECITALS:**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City of Garden Grove Council Authorization dated **July 25, 2023**.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **ANABEL ~ WOODBURY Water Improvement Project - CP No. 1287000 -- Drawing No. W-632, Specification No. 780**.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

#### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its SUBCONTRACTORS, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY'S Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR's own risk and expense. The decision of the Engineer shall be final.



## **SECTION 5 - AGREEMENT** (Continued)

- 5.2 **Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 **Project.** The PROJECT is described as: **ANABEL ~ WOODBURY Water Improvement Project - CP No. 1287000 -- Drawing No. W-632, Specification No. 780.**
- 5.4 **Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **ANABEL ~ WOODBURY Water Improvement Project - CP No. 1287000 -- Drawing No. W-632, Specification No. 780.**

Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.

- 5.5 **Time of Commencement and Completion.** CONTRACTOR shall have **twenty-one (21) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the twenty-one (21) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

Upon receipt of the Notice to Proceed, CONTRACTOR agrees to submit **shop drawings, proof of payment for materials from supplier and traffic control plans within fourteen (14) calendar days**. Further, upon receipt of the Notice to Proceed the CONTRACTOR shall diligently prosecute the work to completion within **eighty five (85) total working days** excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

## **SECTION 5 - AGREEMENT** (Continued)

**5.6 Time is of the Essence.** Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other CONTRACTORS, SUBCONTRACTORS and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other SUBCONTRACTORS, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

**5.7 Excusable Delays.** CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; any act of negligence or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR's reasonable control.

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY 'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2009 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

**5.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

**5.9 Changes in Project.**

## **SECTION 5 - AGREEMENT** (Continued)

- 5.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:
- a. In the Specifications (including drawings and designs);
  - b. In the time, method or manner of performance of the work;
  - c. In the CITY -furnished facilities, equipment, materials, services or site; or
  - d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the CITY that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. Said notice shall be submitted via certified mail within twenty (20) days of the CONTRACTOR'S receipt of the written order. CONTRACTOR'S failure to submit the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

- 5.9.2 A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.
- 5.9.3 Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.
- 5.9.4 Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

## **SECTION 5 - AGREEMENT** (Continued)

- 5.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.
- 5.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.
- 5.10 Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **One Thousand Five Hundred dollars (\$1,500.00) per day** for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.
- 5.11 Contract Price and Method of Payment.** CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **Two Million, Ninety-Seven Thousand, Five Hundred Forty-Five Hundred Dollars and 00/100 (\$ 2,097,545.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. **The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 35 days after the recordation of the Notice of Completion.**

## **SECTION 5 - AGREEMENT** (Continued)

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

**5.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to Public Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

**5.13 Completion.** Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all SUBCONTRACTORS upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. **CITY may require affidavits or certificates of payment and/or releases from any SUBCONTRACTOR, laborer or material supplier.**

### **5.14 CONTRACTOR's Employees Compensation**

**5.14.1 General Prevailing Rate.** CITY has ascertained that State prevailing wage requirements of the California Labor Code including Sections 1770, 1771.5, 1773, 1777.5, and 1776 are required to execute this Contract. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONTRACTOR and the SUBCONTRACTORS shall pay not less than the higher wage rate. The CITY will not accept the lower State wage rates. This includes "helper" (or other classifications based on hours of experience) or any other classification. A copy of the prevailing rate of per diem wages shall be posted at the job site.

**5.14.2 Forfeiture for Violation.** CONTRACTOR shall, as a penalty to the CITY, forfeit **one hundred dollars (\$100.00) for each calendar day** or portion thereof for each worker paid (either by the CONTRACTOR or any SUBCONTRACTOR under it) less than the greater of State minimum wage rate associated with the duties of the employee in question, in accordance with the State prevailing wage requirements of the California Labor Code, including Sections 1770, 1771.5, 1773, 1777.5, and 1776.

**5.14.3 Apprentices.** The greater of Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20)

## **SECTION 5 - AGREEMENT** (Continued)

working days, or more; or if contracts of specialty CONTRACTORS not bidding for work through the general or prime CONTRACTOR are two thousand dollars (\$2,000.00) or more for five (5) working days or more.

**5.14.4 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California, and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any SUBCONTRACTOR for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

**5.14.5 Record of Wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual State prevailing wage paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its SUBCONTRACTORS does the same. The applicable CONTRACTOR or SUBCONTRACTOR or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its SUBCONTRACTORS shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for laborers, every week to the CITY. Certified payroll and cancelled checks submittals are due one month after start of construction and every week thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply.* Work shall be cease in an orderly, safe fashion with all vehicle access restored, should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

**5.14.6 Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

**SECTION 5 - AGREEMENT** (Continued)

- 5.14.7 Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).
- 5.14.8 Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 5.15 Surety Bonds.** CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
- 5.16 Insurance.**
- 5.16.1** CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- 5.16.2** CONTRACTOR and all SUBCONTRACTORS shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its Officers, Official Agents Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the City and shall issue an insurance certificate and waiver of subrogation to the policy evidencing same.
- 5.16.3** CONTRACTOR shall at all times carry, on all operations hereunder, bodily injury, including death, and property damage liability insurance, including automotive operations bodily injury and property damage coverage; and builders' all risk insurance. Follows Form excess liability insurance shall be provided for any underlying policy that does not meet the policy limits required by this contract. All insurance coverage shall be in amounts specified by the CITY in the Insurance Requirements and shall be evidenced by the issuance of a certificate and additional insured endorsement in forms prescribed by the CITY and shall be underwritten by insurance companies satisfactory to the CITY for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Claims made and modified occurrence policies shall not be accepted. Said insurance coverage obtained by the CONTRACTOR, excepting workers' compensation coverage, shall name the CITY, its Officers, Official, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by

**SECTION 5 - AGREEMENT** (Continued)

the CITY, as additional insured on said policies. Additional insured status shall be evidenced in the form of an Additional insured Endorsement (CG 20 10 1185). A sample is included in the appendix of the specifications for reference.

For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and not contribute with it.

- 5.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

**COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a **waiver of subrogation for each policy.**

**INSURANCE AMOUNTS.** CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under Section 5.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better **(Claims made and modified occurrence policies are not acceptable):**

Workers' Compensation	As required by the State of California.
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including operations, products and completed operations, and not excluding XCU)	\$5,000,000 per occurrence for bodily injury, personal injury and property damage. Coverage shall include mobile equipment.
Automobile Liability, including non-owned and hired vehicles	\$2,000,000 combined single limit for bodily injury and property damage.
Contractors' Pollution Legal Liability	\$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.



## **SECTION 5 - AGREEMENT** (Continued)

Excess liability, follows form coverage, shall be provided for any underlying policy that does not meet the policy limits required and set forth herein. Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, and including mobile equipment, for the Commercial General Liability policy shall designate CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by the CITY.

An Additional Insured Endorsement for Automobile Liability policy shall designate CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by CITY.

An Additional Insured Endorsement for Contractors' Pollution Legal Liability policy shall designate CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by the CITY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide coverage under an excess liability policy. The policy must be a follows form excess/umbrella policy. CONTRACTOR shall provide the **schedule of underlying policies** for an excess/umbrella liability policy, state that the excess/umbrella policy **follows form** on the insurance certificate, and provide an **additional insured endorsement** for the excess/umbrella liability policy designating CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds.

A primary/non-contributory endorsement shall be provided to CITY for each policy. For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, agents, employees, and volunteers for this contract and all public agencies from

## **SECTION 5 - AGREEMENT** (Continued)

whom permits will be obtained and their directors, officers, agents, and employees as determined by CITY. Any insurance or self-insurance maintained by CITY, its officers, officials, agents, employees, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

CITY or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR

**5.17 Risk and Indemnification.** All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

### **5.18 Termination.**

5.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

## **SECTION 5 - AGREEMENT** (Continued)

- 5.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.
- 5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.
- 5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

- 5.19 Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY 's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

- 5.20 Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any SUBCONTRACTOR to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

**SECTION 5 - AGREEMENT** (Continued)

**5.21** **Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To CITY:

City of Garden Grove  
Public Works Department  
Attention: Jessica Polidori  
13802 Newhope Street  
Garden Grove, CA 92843  
(714) 741-5349, (714) 638-9906 Fax

TO CONTRACTOR:

CEM CONSTRUCTION CORPORATION  
JESUS CARRILLO, PRESIDENT  
1412 Espanol Avenue,  
Montebello, CA 90640  
(323) 597-1084

**SIGNATURE ON NEXT PAGE**

**SECTION 5 - AGREEMENT** (Continued)

**IN WITNESS THEREOF**, these parties have executed this Construction Agreement on the day and year shown below.

**"CITY"**  
**CITY OF GARDEN GROVE**

Date: \_\_\_\_\_

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

**Lisa L. Kim**  
**City Manager**

**ATTEST:**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**"CONTRACTOR"**

\_\_\_\_\_  
CONTRACTOR'S State License No. \_\_\_\_\_  
(Expiration Date: \_\_\_\_\_)

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

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City of Garden Grove  
City Attorney

Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

**SECTION 5 - AGREEMENT** (Continued)

**FAITHFUL PERFORMANCE BOND**

Bond No. \_\_\_\_\_  
Premium \_\_\_\_\_

NOTICE: TO WHOM IT MAY CONCERN: those we, \_\_\_\_\_,  
\_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto The City of Garden Grove, (CITY) in the sum of

\_\_\_\_\_ Lawful money of the United States, for the payment of which we bind heirs, our executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at \_\_\_\_\_,  
telephone no. \_\_\_\_\_; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent: \_\_\_\_\_

Non-resident agent's office address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with THE CITY OF GARDEN GROVE for **Construction of Anabel – Woodbury Water Improvement Project - CP No. 1287000 -- Drawing No. W-632, Specification No. 780**
2. If the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the contract to be performed by the Principal, as set forth in the contract, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.
3. Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents or of work performed shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

**SECTION 5 - AGREEMENT** (Continued)

**FAITHFUL PERFORMANCE BOND (Continues)**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

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

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
California Resident Agent

By: \_\_\_\_\_  
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA        )  
  )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the Attorney-in-Fact of the \_\_\_\_\_, of \_\_\_\_\_ (Corporation) \_\_\_\_\_, and acknowledged that it executed the attached bond to the \_\_\_\_\_ (State)

Garden Grove Sanitary City as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

\_\_\_\_\_  
Notary Public in and for said County and State  
My Commission expires: \_\_\_\_\_

**SECTION 5 - AGREEMENT** (Continued)

**LABOR AND MATERIAL BOND**

Bond No. \_\_\_\_\_  
Premium \_\_\_\_\_

NOTICE: TO WHOM IT MAY CONCERN: those we, \_\_\_\_\_

\_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety,  
are held and firmly bound unto The City of Garden Grove, California ("CITY") in the sum of  
Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of the sum, we bind  
heirs, our executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at \_\_\_\_\_,  
\_\_\_\_\_ telephone no. \_\_\_\_\_; the Surety is licensed to do business in  
the State of California; and the California Insurance Agent's License No., address, and telephone  
no. are as follows:

License No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

That the following clause must be completed if, in fact, a non-resident agent for the Surety is  
a party to the transaction:

Name of non-resident agent: \_\_\_\_\_  
Non-resident agent's office address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the CITY OF GARDEN GROVE for **Construction of ANABEL ~ WOODBURY Water Improvement Project - CP No. 1287000 -- Drawing No. W-632, Specification No. 780**
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or SUBCONTRACTORS, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.



**SECTION 5 - AGREEMENT** (Continued)

**LABOR AND MATERIAL BOND (Continued)**

- 4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

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

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
California Resident Agent

By: \_\_\_\_\_  
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA        )  
  )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the Attorney-in-Fact of the \_\_\_\_\_, of \_\_\_\_\_  
*(Corporation)*

\_\_\_\_\_, and acknowledged that it executed the attached bond to the \_\_\_\_\_  
*(State)*  
Garden Grove Sanitary City as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

\_\_\_\_\_  
Notary Public in and for said County and State  
My Commission expires: \_\_\_\_\_  
\_\_\_\_\_

**SECTION 5 - AGREEMENT** (Continued)

**ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between \_\_\_\_\_  
whose address is \_\_\_\_\_,  
hereinafter called "Owner", \_\_\_\_\_,  
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, the CONTRACTOR has the option to deposit securities with the escrow agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the construction contract entered into between the Owner and CONTRACTOR for \_\_\_\_\_ in the amount \_\_\_\_\_ of \_\_\_\_\_ dated \_\_\_\_\_ (hereafter referred to as the "contract"). Alternatively, on written request of the CONTRACTOR, the Owner shall make payments of the retention earnings directly to the escrow agent. When the CONTRACTOR deposits the securities as a substitute for the contract earnings, the escrow agent shall notify the Owner within ten 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 the \_\_\_\_\_, and shall designate the CONTRACTOR as the beneficial Owner.

(2) The Owner shall make progress payments to the CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the contract provision, provided that the escrow agent holds securities in the form and amount specified above.

(3) 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 such time as 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) The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account. These expenses and payment terms shall be determined by the CONTRACTOR and escrow agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest on the interest shall be 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) The CONTRACTOR shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to the escrow agent accompanied by written

**SECTION 5 - AGREEMENT** (Continued)

authorization from the Owner to the escrow agent that the Owner consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

(7) The Owner shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven 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, the escrow agent shall release to the 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 payment of fees and charges.

(9) The escrow agent shall rely on the written notifications from the Owner and the CONTRACTOR pursuant to Sections (1) to (8), inclusive, of this agreement and the Owner and CONTRACTOR shall hold the escrow agent harmless from the escrow agent's release, conversion, and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the Owner:

On behalf of the CONTRACTOR:

---

---

On behalf of the Owner:  
Title

On behalf of the CONTRACTOR:  
Title

---

Name

---

Name

---

Signature

---

Signature

---

Address

---

Address

**SECTION 5 - AGREEMENT** (Continued)

On behalf of the escrow agent:

Title

Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

At the time the escrow account is opened, the Owner and CONTRACTOR shall deliver to the escrow agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner/CONTRACTOR \_\_\_\_\_ Date: \_\_\_\_\_

Title/Title \_\_\_\_\_

Approved as to Form \_\_\_\_\_  
City of Garden Grove  
City Attorney

**SECTION 6 - GENERAL CONDITIONS**

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**SECTION 6 – GENERAL CONDITIONS** (Continued)

1. **GENERAL DESCRIPTION**

The work shall consist of furnishing all material and equipment and performing all labor required to carry out the general intention in accordance with the Plans and Specifications.

2. **DEFINITIONS**

State: Shall mean the State of California or the City of Garden Grove as applicable.

Board or City Council: Shall mean the governing body of the City of Garden Grove.

Public Works: Shall mean the Public Works Department of the City of Garden Grove.

City : Shall mean the City of Garden Grove.

Engineer: Shall mean the City Engineer or his authorized agent.

3. **LOCATION**

The work shall be constructed on land owned or controlled by the City of Garden Grove (Woodbury Avenue, Libby Lane, Anabel Avenue, Phyllis Place, Euclid Street, Newhope Street, Westminster Avenue) at the sites shown on the plans.

4. **CONTRACT**

Within ten (10) days after CITY award, the Contract shall be executed on the form enclosed herein by the successful CONTRACTOR. It shall be the responsibility of the CONTRACTOR to make an appointment within the above time limit to sign the Contract in the Engineer's office and to discuss the construction operations with the Engineer or his representative.

5. **PERFORMANCE BOND**

Refer to Construction Agreement.

6. **RETENTION**

Refer to Construction Agreement.

7. **BEGINNING OF WORK**

Refer to Construction Agreement.

8. **TIME FOR COMPLETION**

Refer to Construction Agreement

9. **LIQUIDATED DAMAGES**

Refer to Construction Agreement.

**SECTION 6 – GENERAL CONDITIONS** (Continued)

10. **STANDARD SPECIFICATIONS AND STANDARD PLANS**

"Standard Specifications" referred to herein shall be the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (latest) EDITION (GREEN BOOK), including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California City of the Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

Building News, Incorporated  
1612 S. Clementine Street  
Anaheim, CA 90051  
Tel: (888) BNI-BOOK

"Standard Plans" referred to herein shall be those of the City of Garden Grove and/or Garden Grove Sanitary District, Public Works Department, latest revision unless noted otherwise.

Where the Plans and Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

11. **MATERIALS**

Materials shall be new and comply with these specifications. Certified reports of material's inspections of materials required under this contract as specified herein shall be submitted and may be accepted by the Engineer in lieu of actual chemical or physical tests in the field. Where a reasonable doubt exists in the mind of the Engineer, however, he shall conduct all necessary tests to determine that the material in question meets the requirements of the specifications. The cost of making such tests shall be borne by the City of Garden Grove when the results indicate compliance with the specifications; otherwise, the expense of such tests shall be borne by the CONTRACTOR.

12. **LICENSES, PERMITS, REGULATIONS AND ORDINANCES**

At its sole cost and expense, CONTRACTOR and all SUBCONTRACTORS shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this agreement. CONTRACTOR and all SUBCONTRACTORS shall have the sole obligation to pay for any fees, assessments, county inspections, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this contract. The CONTRACTOR and any SUBCONTRACTOR shall have the proper state licenses for the work to be performed along with obtaining city and/or county business license(s) prior to commencement of their work.



## **SECTION 6 – GENERAL CONDITIONS** (Continued)

CONTRACTOR shall secure City of Garden Grove business license and other required licenses and permits prior to working in the City of Garden Grove. CONTRACTOR shall add the City of Garden Grove, as additional insureds on the required liability insurance and to provide a copy of insurance to the City Garden Grove.

The CONTRACTOR and all SUBCONTRACTORS shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. Any work performed, or materials or equipment furnished, which does not conform to said laws, ordinances, rules and regulations, shall be changed to conform thereto by the CONTRACTOR at his sole expense.

### 13. **WORK OUTSIDE REGULAR HOURS**

No work will be allowed outside regular working hours without the express permission of the Engineer, except work items relating to maintenance and cleanup of the work area for the purpose of public safety and convenience. In the event work outside regular hours is allowed, any extra expense incurred by the CONTRACTOR shall be considered as being included in his bid prices and no extra compensation will be due for such work.

The legal workday shall consist of eight (8) hours. Should CONTRACTOR receive permission from the Engineer to work overtime, the CONTRACTOR shall pay all inspection costs as a result of the CONTRACTOR's overtime work at a rate of \$120.00/hr.

Working hours in the City of Garden Grove shall be from 8:00 am to 4:30 pm Monday through Friday. Workdays shall be restricted to Monday through Friday unless written request outlining substantial reasons for working on Saturdays, Sundays or contractual holidays is submitted to the Engineer a minimum of forty-eight (48) hours in advance of the proposed non-contractual working day(s). If the work proposed is determined by the Engineer as being in the best interest of the CITY, the necessary inspection and survey services will be provided.

If the reasons for such request are not deemed sufficient, the Engineer may authorize inspection and survey services, if available. Such services shall be billed against the CONTRACTOR at the time and one-half salary rate plus fringe benefits for the personnel assigned to the project. Such services shall be paid to the nearest half-hour worked, subject to a minimum working period of two (2) hours.

**Construction hours in front of Woodbury Elementary School on Woodbury Avenue, Anabel Avenue, Libby Lane and Phyllis Place must be restricted to the hours of 9:00 A.M. to 2:00 P.M. while school is in regular session. Class schedules vary throughout the week. See school website for current schedule information.**  
<https://woodbury.ggusd.us/media/1273/bell-schedule-2022-23.pdf>

Emergency repairs and pre-storm protective installations may be performed in project areas without written notice.

**SECTION 6 – GENERAL CONDITIONS** (Continued)

14. **PRECONSTRUCTION CONFERENCE**

The CONTRACTOR, along with his field representative(s) and all SUBCONTRACTORS', shall meet with representatives of the CITY before the start of construction. The CONTRACTOR will be notified regarding the exact time and place of the conference.

The CONTRACTOR shall **submit a list of material suppliers** to the Engineer at the Preconstruction Conference. He shall also **designate an employee to be responsible for traffic control** on this project other than the Project Superintendent. This employee shall have expertise in urban traffic control, and shall be at the site during all operations requiring traffic control. As part of his responsibilities, he shall personally inspect the traffic control devices in use at least twice per day during operations, and twice per day on days when traffic control remains in effect when no work is in progress.

**A project construction schedule shall be submitted** to the Engineer at the Preconstruction Conference.

**A rate schedule shall be submitted** to the Engineer at the Preconstruction Conference.

15. **QUANTITIES OF WORK**

The quantities of work shown in the Proposal are approximate only and constitute the Engineer's Estimate for this project. The CITY does not expressly or by implication agree that the actual amounts of work will correspond exactly with the Engineer's Estimate.

The CITY reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer.

16. **LEGAL RELATIONS AND RESPONSIBILITY**

General - In connection with laws to be observed and the responsibility of CONTRACTOR, attention is directed to Section 7 of the Standard Specifications and to the laws contained therein which are applicable to this contract.

Labor - Attention is directed to the provisions and penalties applicable to workmen permitted to labor more than eight hours in a calendar day, to labor discrimination, and to employment of alien labor.

17. **PROSECUTION OF WORK**

The CONTRACTOR shall conduct the work in such a manner and with sufficient materials, equipment, and in the time limits set forth in the Specifications and/or Agreement. Should the CONTRACTOR discontinue the prosecution of the work for any reason with the consent of the Engineer, he shall notify the Engineer at least twenty-four hours in advance of resuming construction activities.

18. **EXAMINATION OF PREMISES**

CONTRACTORS are required to visit the site before submitting proposals so as to satisfy themselves as to existing conditions immediately surrounding the place of work. No

**SECTION 6 – GENERAL CONDITIONS** (Continued)

extra payment will be allowed by the CITY for failure to properly assess site-working conditions.

19. **TERMS OF CONSTRUCTION AS USED IN THESE SPECIFICATIONS**

The present tense includes the past and future tenses; and the future the present.

The masculine gender includes the feminine and the neuter.

The singular number includes the plural; and the plural the singular.

"*Shall*" is mandatory and "*may*" is permissive.

20. **RECORD DRAWINGS**

The CONTRACTOR shall keep a complete set of Record Drawings at the job site. Contract Drawings shall be legibly marked showing each actual item of record construction including:

- A. Measured depths of elements in relation to fixed datum points.
- B. Measured horizontal and vertical locations of underground utilities with reference to permanent surface improvements.
- C. Field changes of dimensions, locations and/or materials with details as required to clearly delineate the modifications.
- D. Any details not in the original Contract Drawings developed by the CITY or the CONTRACTOR through the course of construction necessary to clarify or modify the Contract Drawings.

CONTRACTOR shall submit "As-Built" prints to the Engineer prior to the CITY'S acceptance of the work, **one copy in pdf format and one hard copy**. The prints shall indicate in red all deviations from Project Plans. Failure by CONTRACTOR to submit "As-Built Plans" may cause delay in final payments.

21. **SUBMITTALS (SHOP DRAWINGS)**

The CONTRACTOR shall submit for approval by the Engineer such material, samples, product specifications/brochures, certified mix designs, warranties material certifications, operations and maintenance manuals and equipment as may be required, whether mentioned specifically herein or not.

The CONTRACTOR shall submit two (2) sets or pdf files of shop drawings for approval. Shop drawings must be completed; any cut sheets with multiple items must be clearly **highlighted** with a yellow felt tip mark identifying specific items to be used on the project. Any "Unhighlighted" cut sheets will be returned for resubmittal. All shop drawings must be approved prior to the start of construction. One set of approved shop drawings must be at the construction site at all times.

**SECTION 6 – GENERAL CONDITIONS** (Continued)

22. **SUPERINTENDENCE OF LABOR AND COMPETENCY**

The CONTRACTOR, or an experienced superintendent authorized to act for him, shall be continually in charge of the work. Information given by the Engineer to the CONTRACTOR's superintendent or his authorized representative shall be as binding as though given to the CONTRACTOR in person. In addition, there shall be a qualified and experienced foreman in charge of each branch of work. No workman, foreman, or superintendent shall be continued on the work that is negligent, incompetent or disrespectful in the sole judgment of the Engineer.

23. **PROTECTIONS AND INSURANCE**

Refer to Construction Agreement.

24. **SUBCONTRACTORS**

No SUBCONTRACTORS will be recognized as such. All persons engaged in the work of construction will be considered as employees of CONTRACTOR, and CONTRACTOR will be held directly responsible for their work. No contract or any portion thereof may be assigned without the written consent of the Engineer.

25. **CLAIMS/LEGAL ACTIONS AGAINST THE CITY**

It is the intent of this contract, that the CONTRACTOR shall and will indemnify and hold harmless the City of Garden Grove, its officers, its board members, employees, and consultants from any and all claims, suits or actions regardless of the existence or degree of fault or negligence on the part of the CITY. The CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstruction or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

In the event claim/legal action is brought against the CITY, it will immediately be referred to the CONTRACTOR. Failure by the CONTRACTOR, for any reason to indemnify, defend and save harmless the CITY, the CITY shall deduct from any money due to CONTRACTOR reasonable expenses that the CITY staff or consultant working for the CITY have incurred in processing, investigation, defending any claims/legal actions brought against the CITY.

26. **SATISFACTION OF LIENS**

Before the CITY will make the final payment to the CONTRACTOR, the CONTRACTOR shall furnish the CITY with lien releases from all SUBCONTRACTORS and suppliers of material, together with a certified statement that the releases represent all the materials furnished and all the SUBCONTRACTORS engaged for the work.

**SECTION 6 – GENERAL CONDITIONS** (Continued)

27. DISPUTED WORK

If the CONTRACTOR and the CITY are unable to reach agreement on disputed work, the CITY may direct the CONTRACTOR to proceed with the work. Payment shall be as later determined by arbitration, if the CITY and the CONTRACTOR agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the CONTRACTOR shall keep and furnish records of disputed work in accordance with Section 3.3 of the Standard Specifications (Modified per Section 7, Article 3, Mark-Up of Extra Work).

28. CLEAN UP

The CONTRACTOR shall protect and care for all work until final completion and acceptance.

During construction, the CONTRACTOR shall keep the site free and clear from all rubbish and debris, and the site must be cleaned up at the end of each day and within one day after the Engineer gives him notice.

At the time of the completion of the work, the CONTRACTOR shall remove from the site and the vicinity of the work all plant equipment, buildings and other temporary facilities, all used or unused materials belonging to him or used under his direction during construction. He shall remove all debris and rubbish from the site of the work before he makes application for acceptance of the work.

29. LEGAL HOLIDAYS

Legal holidays shall be regarded as Thanksgiving Day and the day after, New Year's Day and the day before or after as approved by the CITY, Martin Luther King Day, President's Birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, and from **December 18, 2023 to January 2, 2024**. CONTRACTOR shall backfill all open excavations, base pave and restore all work areas by **December 15, 2023** and shall not resume work until **January 3, 2024**.

Therefore, by submitting a bid the CONTRACTOR acknowledges that the work will be stopped from **December 18, 2023 through January 2, 2024** and that he/she has included all costs for the shut down of work over this period of time, and the recommencement of work on **January 3, 2024**.

30. PAYMENTS

Refer to Construction Agreement.

31. PAYMENT OF TAXES

The contract prices paid for the work shall include full compensation for all taxes which the CONTRACTOR is required to pay, whether imposed by Federal, State, or local government, including, without being limited to, Federal Excise Tax and Federal Transportation Tax.

## **SECTION 6 – GENERAL CONDITIONS** (Continued)

### 32. SCHEDULE OF CONSTRUCTION

The CONTRACTOR shall submit to the Engineer a schedule of construction for approval. The schedule of construction shall be submitted in accordance with Section 6-1 of the Standard Specifications and Section 7, Article 5 of the Special Provisions with the following exceptions:

- A. The CONTRACTOR shall submit a written proposed baseline schedule to the engineer before starting construction.
- B. The CONTRACTOR shall be responsible for furnishing a schedule on a form, which meets the Engineer's approval.
- C. The CONTRACTOR shall be responsible for updating the schedule and, if requested, will provide an updated copy of the schedule at the end of each billing period.
- D. No payments of work completed shall be made until the subject schedule is submitted and approved.

The schedule of construction shall list in detail and proper sequence the various construction items for the job. The Engineer shall be notified before any change is made in the sequence of construction.

### 33. SAFETY PROVISIONS

The CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

The CONTRACTOR shall maintain the work site in a clean, safe and workmanlike manner. All material to be cleared from the site shall be removed from the site at the end of each day. All open trenches shall be either backfilled or the work area shall be adequately covered with steel plates as directed by the City Inspector at the end of each working day. The CONTRACTOR shall, upon direction of the Engineer, immediately remove or protect any item, which in the opinion of the Engineer presents a safety hazard. All costs involved in maintaining the work site in a clean and safe manner shall be included in the various items of work and no additional compensation will be allowed. With the approval of the Engineer, The CONTRACTOR may establish temporary "No Parking Tow Away" zones adjacent to the work zone. Establishment of such zones shall be coordinated with the Garden Grove Police Department, (714) 741-5707, and the CITY'S Traffic Engineer, (714) 741-5190.

### 34. GUARANTY

Refer to Construction Agreement.

**SECTION 6 – GENERAL CONDITIONS** (Continued)

35. **ENGINEERING AND SURVEY CONTROL**

Control of the work shall be in accordance with Section 2 of the Standard Specifications and herein contained under Section 6 - General Conditions, with the following modifications:

- A. The Engineer will establish one set of offset line and grade stakes at 25-foot intervals, and other control points as required for construction.
- B. The CONTRACTOR shall be responsible for the finished work confirming to the lines, grades and benchmarks given by the Engineer. The CONTRACTOR shall establish supplementary benchmarks, elevations, lines, and grades and any other necessary controls which are not established by the Engineer and which are necessary to complete the work. Compensation for above work by the CONTRACTOR shall be included within the various bid items of work and no additional compensation shall be allowed.
- C. Resetting of any construction stakes shall be at CONTRACTOR's expense.
- D. CONTRACTOR's responsibility to re-establish lost or destroyed survey monuments.

36. **COORDINATION OF DOCUMENTS**

In case of conflict between the various contract documents, the order of precedence shall be as follows:

- 1. Special Provisions
- 2. General Conditions
- 3. Construction Plans
- 4. The City of Garden Grove Water Services Division Standard Specifications (WSDSS)
- 5. The City of Garden Grove Public Works Department Standard Plans and Specifications (2015 Edition)
- 6. The Standard Specifications
- 7. Cal Trans Publications (For Traffic Control Only) Under Section 7, Article 14

The Standard Specifications shall apply to all phases of work not controlled by documents 1 through 6 above.

In case of conflict between the Standard Specifications and the instructions and conditions of the invitation to bid, the Standard Specifications shall have precedence.

In case of conflict, it is the CONTRACTOR's responsibility to use best materials as approved by the Engineer.

**SECTION 6 – GENERAL CONDITIONS** (Continued)

37. **RIGHT-OF-WAY**

It shall be the responsibility of the CONTRACTOR to conduct all of his activities and operations within the rights-of-way provided by the CITY and within the confines of the work site.

If, for any reason, the CONTRACTOR elects to encroach upon other lands adjoining rights-of-way or adjoining the work site, he shall first obtain written permission from the owner thereof and provide evidence of such permission in writing to the Engineer prior to entering upon such lands.

The CONTRACTOR shall indemnify and hold the CITY/CITY 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 and without permission.

38. **CONSTRUCTION SITE**

Construction equipment shall not be stored at the work site before its actual use on the work nor for more than three (3) working days after it is no longer needed on the work. All repairs or assembly of equipment that will take two (2) or more working days to repair shall be done at the construction yard. The CITY shall approve the location and size of construction yard. Any damaged, destroyed or disturbed area at the site shall be restored to their original condition or replaced by the CONTRACTOR as directed by the Engineer at no additional expense to the CITY. All equipment and materials shall be stored at the yard during weekends, unless otherwise authorized by the Engineer.

Excavated materials shall not be stored on the site. Excavated materials that may be suitable for backfill may be stored at the site if approved by the Inspector and if storage location conforms to the approved traffic control plan. The Engineer shall, at all times, have a safe access to the site for purposes of inspection and testing. The CONTRACTOR shall remove all trash, debris, and construction materials, spoil and contaminants (gas, oil diesel fuel, lubricants, etc.) and leave the site in a clean and level condition.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

39. **TESTS**

Tests, including compaction tests, shall be performed in accordance with the Standard Specifications and these Specifications. The CONTRACTOR, at his own expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. The CONTRACTOR shall notify the Engineer no less than two (2) working days in advance of any required materials testing. The cost of performing such tests shall be borne by the CITY when results indicate compliance with the specifications; otherwise, the expense of such tests shall be borne by the CONTRACTOR.

40. **COMPLIANCE WITH LAW**

CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.



**SECTION 6 – GENERAL CONDITIONS** (Continued)

41. **NO WAIVER OF CONDITIONS**

CONTRACTOR agrees that waiver by CITY of any one or more of the conditions of performance under this contract shall not be construed as waiver of any other condition of performance under this contract.

42. **CORPORATE AUTHORITY**

The persons executing this contract on behalf of the parties hereto warrant that they are duly authorized to execute this contract on behalf of said parties and that by so executing this contract; the parties hereto are formally bound to the provisions of this contract.

43. **MODIFICATION**

This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by the CITY and the CONTRACTOR.

44. **WAIVER**

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and the CONTRACTOR.

45. **CALIFORNIA LAW**

This Agreement shall be construed in accordance with the laws of the State of California.

46. **INTERPRETATION**

This Agreement shall be interpreted as though prepared by both parties.

47. **PRESERVATION OF AGREEMENT**

Should any paragraph, clause or provision of this agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, or provision construed and interpreted, and all remaining provisions shall remain valid and enforceable.

48. **MUTUAL AGREEMENT**

The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this contract.

49. **NOTICE OF COMPLETION**

CONTRACTOR shall certify in writing to CITY, prior to final payment that the entire project is complete and request that CITY issue a Notice of Completion. Within a reasonable time thereafter, CITY and CONTRACTOR shall make an inspection. If the CITY does not consider the project complete, it will notify the CONTRACTOR in writing giving its reasons (the list of work to be completed or corrected) and shall be accepted by the CITY prior to any final payment and recordation of the Notice of Completion.

**SECTION 7 - SPECIAL PROVISIONS**

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## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 1 – CHANGES/DISPUTED WORK/CLAIMS**

**Owner Directed Changes** – CITY initiated changes in the work shall be processed in accordance with Sections 5.9.1 and 5.9.2 of the Agreement.

**Contractor Initiated Changes/Changed Conditions** – The CONTRACTOR shall promptly notify the Engineer of the following work site conditions (hereinafter called changed conditions), in writing, upon their discovery, but in no event later than three (3) calendar days after they are discovered, and before they are disturbed:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;

2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and

3. Material differing from that represented in the contract which the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and

The CONTRACTOR's failure to give written notice of the alleged changed conditions within the time required three (3) calendar days shall constitute a waiver of any potential change order or claim for said alleged changed condition.

The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and will materially affect costs, the CONTRACTOR, upon submitting a written request which is acceptable to the CITY and that includes a breakdown and detail of the costs in sufficient detail so the CITY may fully analyze the change and costs, shall be entitled to a change order. If the Engineer determines that conditions are changed conditions and they will materially affect performance time, the CONTRACTOR, upon submitting a written request which includes an acceptable Time Impact Analysis, will be granted an extension of time.

If the Engineer determines that the conditions do not justify an adjustment in compensation, the CONTRACTOR will be notified in writing. This notice will also advise the CONTRACTOR of its obligation to notify the Engineer in writing if the CONTRACTOR disagrees. Nothing herein will relieve the CONTRACTOR from its obligation to proceeding with the disputed work.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Should the CONTRACTOR disagree with the decision of the Engineer, it may submit a written claim for equitable adjustment pursuant to Section 5.9.5 of the Agreement. The written claim for equitable adjustment shall include sufficient detail to allow the CITY to fully analyze the potential claim and shall include at a minimum, the points of disagreement, applicable contract specification references, quantities and costs involved. In the event of such dispute, the CONTRACTOR shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the contract. Although not to be construed as proceeding under extra work provisions, CONTRACTOR shall keep and furnish records of disputed work in accordance with Section 3-3 of the Standard Specifications. These records shall be legible and completely describe the work in dispute, including location. These records shall be submitted to the CITY inspector on a daily basis. The inspector will initial records as acknowledgement of T&M only and said initials shall not convey approvals. The Engineer shall review the notice of potential claim and the parties shall meet and confer, and try to resolve in good faith the potential claim.

**Disputed Work** – If for any reason potential claims cannot be settled through good faith negotiations, the potential claims will be resolved in accordance with Section 3-5 of the Standard Specifications with the following additions:

The CITY and the CONTRACTOR shall share all fees required by mediation or arbitration equally. When the claim is to be settled in court, both parties must pay their own attorneys' fees.

**Resolution of Claims** – At the final inspection, CONTRACTOR shall provide a list of all claims, proceeding from notices of potential claims previously submitted under the requirements of the Contract, for which he intends to file claims. CONTRACTOR shall also arrange to meet and confer on the listed claims within 15 days of the final inspection. Time of the meeting shall be within this 15-day period. If on the day of final inspection CONTRACTOR fails to set such meeting or provide the list of claims, the project will not be accepted and working days will continue to accrue. If these requirements are met on the day of the final inspection, preliminary acceptance will be established pending final acceptance following attendance of CONTRACTOR at the scheduled meeting.

If CONTRACTOR attends the scheduled meeting within 15 working days of the final inspection, the date of acceptance will be the date of final inspection. Failure of the CONTRACTOR to attend such meeting within 15 days of the date of preliminary acceptance shall cause the working days used in performance of the contract to be calculated based on the date of the actual meeting being date of final acceptance, minus 15 days.

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, nonbinding judicially supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less.

“Public Work” has the same meaning as in Section 3100 and 3106 of the Civil Code,...” (20104 (b) (1)).

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

“Claim” means a separate demand by the CONTRACTOR for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the CONTRACTOR pursuant to the contract for a public work and payment of which is not otherwise entitled to, or an amount the payment of which is disputed by the local agency. (20104 (b) (2)).

For any claim subject to this article, Section 20104.2 et seq., the following requirements apply

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

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

- e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with Section 910) of Part 3 of division 3.6 of Title 1 of the Government Code.

For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time claim is denied, including any period of time utilized by the meet and confer conference.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

- a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that Code. The Civil Discovery Act of 1986 (Article 3 (Commencing with section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - (2) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

20104.6

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

## SECTION 7 - SPECIAL PROVISIONS (Continued)

### ARTICLE 2 - SCOPE OF WORK AND SEQUENCE OF CONSTRUCTION

The scope of work shall conform to the provisions of Sections 2 and 3 of the Standard Specifications and the following additions:

The work to be done consists of furnishing all labor, materials, tools, equipment and incidentals necessary for the construction complete in place of: 4-inch, 6-inch, 8-inch and 12-inch diameter water mains, including all appurtenances; and the abandonment of existing water mains/valves as shown on the construction plans and as specified in these Specifications.

The Contractor shall submit detailed work plan with anticipated start date, duration of construction, phasing plan, the sequence of work, staging areas, etc. The Contractor shall be responsible for assuring that all work sequences are logical and the schedule shows a coordinated plan for complete performance of the work. The Contractor shall perform his work in such a manner that disruption of traffic and water system operations and shutdown will be kept at an absolute minimum. The exact time and day of shutdown shall be closely coordinated with the City's Utilities Operation Division to reduce interruption of their activities. Contractor shall schedule and coordinate the work such that each approved and scheduled shutdown for connections, together with outage to City's customers is limited to a maximum of six (6) hours.

The connection details as shown on the construction plans illustrate the intent of the completed connection but may be subject to modification as approved by the City and the Engineer. Prior to beginning of construction Contractor shall submit a detailed plan for his proposed connection methodology for review and approval by the City; and shall develop the plan such that it adheres to the outage limitation set forth herein.

The Contractor shall understand that, in order to limit the duration of outages for connections, additional piping and valves, temporary connections, etc. maybe necessary and the Contractor shall include such in his proposed submittal. Any and all work associated with maintaining service to the customers and limiting outage duration for connections to **six (6) hours** shall be included in the bid items; and no additional compensation shall be made therefore. Contractor shall submit a construction sequencing plan which generally will include the following tasks:

- Woodbury Ave. facilities from Euclid St. to Newhope St. (working hours of 9:00 A.M. to 2:00 P.M.)
- Anabel Ave., Libby Ln. and Phyllis residential street facilities (working hours of 9:00 A.M. to 2:00 P.M.)
- Connections to existing system at Euclid Street/ Woodbury Avenue intersection and Newhope Street / Woodbury Avenue intersection
- Abandonment of main at Newhope from n/o Salinaz to Westminster

Valve location shall be verified in field. Planned shutdown must be scheduled with the Water Division.



## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

The project will also require traffic control plans, permits and implementation, storm water protection, cutting and capping abandoned existing water mains, cutting and capping abandoned service laterals, demolition and disposing of demolished material, traffic striping, traffic loop detector replacement (if existing), and appurtenant work.

**CONTRACTOR shall pothole all utility crossings and points of connection ten working days prior to any construction activity. Contractor shall submit potholing data and information to the Engineer prior to pipe installation or construction. No progress payment shall be made to Contractor until he/she submits the potholing data and information.**

The intent of this project is to construct all items of work complete in place in accordance with the project plans, specifications **and in phases if determined necessary by the Engineer.**

The unit prices, shall include the cost of equipment, tools, materials and labor that are delivered to the work site that are necessary for this purpose, to complete the project within the contract time required.

When unforeseen difficulties or a conflict is encountered, including toxic and hazardous materials, CONTRACTOR shall notify the engineer in writing immediately upon discovery and before the existing conditions are disturbed. **CONTRACTOR shall also allow the engineer minimum of four (4) hours on five (5) separate occurrences of standby time at no charge to investigate the conditions and make determinations concerning these conditions.** CONTRACTOR and his work force shall assist the Engineer in such investigations. If the Engineer determines that additional time is needed for evaluation after investigation; the CONTRACTOR shall reschedule, reassign, transfer or move any labor, materials, tools, equipment and alter the sequence of construction activities as necessary to carry out the intent of this project at no cost to the CITY.

The CONTRACTOR cannot withdraw from the project site any labor, materials, tools and equipment without prior written approval by the engineer or his authorized representative. Therefore, the CONTRACTOR shall have no claim against the CITY for delay, standby time of tools, equipment and labor, damages, liability and loss of profit, when it is necessary for the engineer to exercise this requirement.

Full compensation for conforming to the requirements of this Article shall be considered as included in the Contract bid prices for the various items of work. No separate payment will be allowed.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 3 – MARK-UP OF EXTRA WORK**

To eliminate the ambiguity and provide the CONTRACTOR clear understanding of the allowable markup, Section 3-3.2.3 “Markup” of the Standard Specifications shall be deleted and replaced with the following:

(a) Work by CONTRACTOR.

A **markup of fifteen (15) percent**, covering all overhead and profits, shall be added to the CONTRACTOR’s costs as determined under 3.3-2.2 and shall constitute the CONTRACTOR’s only payment for all overhead of any type and profit on “extra work”. There shall be no compensation for bond costs associated with “extra work”.

(b) Work by SUBCONTRACTOR.

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

No higher markup than as stated above shall be allowed or accepted for any extra work.

### **ARTICLE 4 - COOPERATION**

Although there can be no guarantee that difficulties will not be encountered, the cooperation of the CONTRACTOR is expected. The CITY has endeavored to provide a complete set of project plans and specifications. In the event of any conflict during the course of construction, CONTRACTOR shall allow reasonable time and provide equipment and manpower for the engineer to field-check and make determination to resolve the conflict.

CONTRACTOR shall provide equipment and manpower to dig all holes necessary for testing and other test requirements.

CONTRACTOR shall have a representative on the job site at all times during working hours. The representative shall have the authority to make decisions regarding work that can commit CONTRACTOR time, materials, equipment, labor, and resources.

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract bid prices for the various items of work. No separate payment will be allowed.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 5 - SCHEDULE OF CONSTRUCTION AND ORDER OF WORK**

#### A. Schedule of Construction

Before starting construction, **the CONTRACTOR shall submit to the Engineer a cost loaded progress schedule, by task in bar form, to be approved by the Engineer.** The schedule shall show the order in which the CONTRACTOR proposes to carry out the work, and the contemplated dates for starting and completing the separate work activities. The CONTRACTOR shall use Primavera software such as P3, SureTrak or approved equal for schedule.

The sum of the allocated cost to the separate work activities shall equal all work shown on the plans and as required by these specifications.

It shall be the CONTRACTOR's responsibility to contact and coordinate the requirements of any impact to public utilities through the utilities representative. **The construction schedule shall include the start and completion dates of public utilities underground work and coordination.**

The progress schedule shall be consistent with the order of the work, and time requirements of the contract. Construction shall be scheduled in such a manner that hours between **2:00 p.m. to 2:30 p.m.** shall be spent in cleaning up, watering and street sweeping the job site and rearranging traffic delineation for the opening of traffic lanes. No construction activities will be allowed beyond **2:30 p.m.** Any work activities beyond **2:30 p.m.**, if allowed by the Engineer, shall be considered as overtime. The contractor shall be responsible for any overtime inspection costs.

**Should the work commence during Summer Break construction hours may change.**

**Construction in more than one location at one time will be allowed only if authorized by the Engineer in writing.** Said authorization will be contingent upon the CONTRACTOR's ability to demonstrate a significant benefit to the CITY.

#### B. Construction Meeting

A weekly construction meeting shall be held between representatives of the CITY and the CONTRACTOR, at an agreed upon place, day of the week and time in order to discuss progress, submittals, potential problems and other activities related to the project.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **C. Order of Work**

The first order of work, after being notified that the CITY has awarded the contract, shall be to place the **order for all shop drawings, purchase of materials, traffic control plan, and storm water pollution prevention plan** required by this project. The order shall be placed within **three (3) working days** from date of notification.

Full compensation for conforming to the requirements of this Article shall be considered as included in **the contract bid prices for the various items of work**. No separate payment will be allowed.

## **ARTICLE 6 - PRESERVATION OF PROPERTY AND SURVEY MONUMENTS**

Attention is directed to Section 7-9 of the Standard Specifications and the following Special Provisions:

### **Permanent Survey Monuments and Markers**

The CONTRACTOR shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require removal; relocation or resetting, the CONTRACTOR shall, prior to any construction work and under the supervision of a California-licensed Land Surveyor or Civil Engineer, establish sufficient temporary ties and benchmarks to enable the points to be reset after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset by the CONTRACTOR per City or Orange County Standards after construction and the centerline tie notes shall be submitted to the CITY on 8 1/2" X 11" loose leaf paper. The CONTRACTOR and his sureties shall be liable for, at his expense, any resurvey required in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

Payment for preservation or reestablishment of permanent survey monuments and markers including centerline ties shall be included in the various items of work. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved in preserving or reestablishing the survey monuments including centerline ties, all excavation, backfill and replacement of pavement section, and conforming to the requirements of this Article. No separate payment will be allowed.

## **ARTICLE 7 - DEWATERING, DUST, AND SOUND CONTROL REQUIREMENTS, CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT REQUIREMENTS**

### **Dewatering**

It is anticipated that storm, surface, or ground water or other water may be encountered at various locations during the work and require dewatering. The CONTRACTOR, by submitting a bid, acknowledges that he has investigated the risks arising from surface, ground or other waters, and acknowledges that his bid was prepared assuming that water is present and the dewatering work

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

will be conducted accordingly. *The CONTRACTOR, by submitting a bid, assumes all of the said risk and payment for dewatering shall be considered as included in the various contract items of work. No separate payment will be allowed.*

When water is encountered, the CONTRACTOR shall provide and maintain dewatering during construction in accordance with the requirements of the city's Order No. R8-2009-0030, NPDES No. CAS618030 issued by the California Regional Water Quality Control Board (Santa Ana Region).

The CONTRACTOR shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The chosen method that may include sump pumps, deep wells, well points, temporary pipelines and other means shall be designed by the CONTRACTOR's civil engineer and shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall dispose of the water from the work in accordance with the Water Pollution Control Act without damaging or soiling adjacent City, County, State, or private property.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board Standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the CONTRACTOR and submitted to the appropriate agency and the Engineer for approval at no additional cost to the CITY.

Conveyance of the water shall not interfere with traffic flow or sewer treatment facilities operations. No water shall be drained into the work under construction without prior consent of the Engineer

The CONTRACTOR shall conduct his operation such that storm or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if in the opinion of the Engineer, public or private properties are not subject to damage. The CONTRACTOR shall obtain and submit to the CITY written permission from the applicable public agency or property owner before the Engineer will permit any diversion of water outside the right-of-way.

It shall be the CONTRACTOR's responsibility to control the surface water entering the work area at no additional cost to the CITY. *The CONTRACTOR shall correct damage to the work area as the result of surface water at no cost to the CITY.*

**Full compensation for dewatering**, and conforming to the requirements of this Article shall be considered as included in **the prices paid for the various items** of work and shall include all related materials, labor, tools, equipment, standby pump, coordination and approval processing. No separate payment will be allowed.

### **Erosion Control**

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States that may result from this project. This project will require the Contractor to implement "Best Management Practices" (BMP's). BMPs shall include, but is not limited to fabric over the grate and side openings during the removal and replacement of AC process and the removal of the AC byproduct, immediately cleaning up spilled fluids with an absorbent material and broom, sealing containers of hazardous materials immediately after use, removing loose dirt from the work sites daily, covering stock piles and materials, etc.

Contractor is required to implement an erosion control program, including plans, prior to performing any excavation or disturbing any soil, landscape, or pavement.

- a. Submit four (4) copies of erosion control plan to City for approval.
- b. Erosion control plan shall include emergency 24-hour telephone number(s) of responsible Contractor personnel and details of protective measures, including desilting basins or other temporary drainage and/or control measures.
- c. Necessary materials (gravel bags, etc.) or devices, per the approved plan, shall be available on site at convenient locations to facilitate rapid installation or to repair any damaged erosion control measures when rain is imminent. All removable protective devices shown on the plan shall be in place at the end of each day when the five (5) day rain probability forecast exceeds forty (40) percent.
- d. Remove all silt and debris from check dams and desilting basins after a rainstorm and as needed to assure proper operation.
- e. Contractor is advised that, based upon actual site conditions, other work devices, controls, and/or revisions to the erosion control plan/program may be by the project inspector, at no cost to the City, to satisfy requirements of this article.

Payment for implementing (BMPs) shall be included in the prices bid for various contract items. The price shall include all costs of all documentation; administration and implementation of the erosion control requirements and SWPPP requirements for the entire contract period, and no additional compensation shall be made therefore.

### **Dust Control**

Dust control shall consist of applying water in conformance with Section 7-8 of the Standard Specifications, with the following modification:

The CONTRACTOR shall furnish and operate a water truck and self-loading motor vacuum sweeper with spray nozzles applied at least twice each calendar day (including holidays and weekends), first during construction to keep paved areas reasonably clean, and second at the end of day. The CONTRACTOR shall never leave the construction premises dirty or dusty.

All spillage and any excessive dirt or debris resulting from hauling operations, moving of equipment along or across any private or public property or public traveled way, shall be removed immediately at the CONTRACTOR's expense.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Whenever the CONTRACTOR fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled. The costs of controlling dust shall be deducted from moneys due or to become due the CONTRACTOR.

No separate payment will be made for any work performed or material used to control dust resulting from the CONTRACTOR's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

### **Sound Control**

The CONTRACTOR shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the CONTRACTOR's operations shall not exceed 86 DBA at a distance of fifty feet (50'). This requirement in no way relieves the CONTRACTOR from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the CONTRACTOR. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of sound control shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

## **IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

By submission of this bid, or the execution of this contract or subcontract, as appropriate, the bidder, CONTRACTOR, or SUBCONTRACTOR, as appropriate, will be deemed to have stipulated the following:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

2. That the CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed hereunder.
3. That the CONTRACTOR shall promptly notify the OSHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the CONTRACTOR agrees to include or cause to be included the requirements of paragraphs 1 through 4 of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements (FHWA 1273 Rev. 8/89, 12-4-89).

Full compensation for conforming to the requirements of the Clean Air Act and Federal Water Pollution Control Act shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

## **ARTICLE 8 - CONSTRUCTION WATER**

Application of water shall conform to the provisions of Section 7-8.5 of the Standard Specifications and the following additions:

**Construction water may be taken only at locations approved by the City of Garden Grove Water Services Division. The CITY will install a construction meter and eddy valve at these locations at the CONTRACTOR's expense. This valve shall be operated when taking construction water with the fire hydrant remaining open during the day. CONTRACTOR will be charged for construction water on an as-used basis.**

The CONTRACTOR must contact the City of Garden Grove Water Services Division to request installation of a fire hydrant water meter for construction water and shall make appropriate deposits to cover meter installation and testing, meter relocation and or damage to the meter.

Water shall be applied in the amounts, at the locations, and for the purposes designated in these specifications and as ordered by the Engineer.

Water for compacting embankment material, subbase, base and surfacing material, and for laying dust shall be applied by means of pressure-type distributors or pipe lines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water.

Equipment used for the application of water shall be equipped with a positive means of shut-off. Unless otherwise permitted by the Engineer or unless all the water is applied by means of pipe lines, at least one mobile unit with a minimum capacity of 1,000 gallons shall be available for applying water on the project all times.

**Payment for applying water, including all labor, tools, equipment, and incidentals required for the application of water shall be considered as included in the various contract items of work involving the use of water, and no additional compensation will be allowed.**



## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 9 - PROJECT APPEARANCE**

The CONTRACTOR shall maintain a neat appearance to the work site. Neat appearance shall include daily clean-up of all debris that may be generated from trucks and equipment using the approved Haul Route. Asphalt concrete, aggregate base, broken PC concrete, native soil, and debris developed during construction shall be disposed of concurrently within its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the CONTRACTOR's performance of work. The CONTRACTOR is responsible for abating dust caused by his operation in accordance with **Article 7** of these Special Provisions.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as **included in price paid for the various contract items** of work involved and no additional compensation will be allowed therefore.

### **ARTICLE 10 - PUBLIC SAFETY**

The CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

The CONTRACTOR shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches and other excavations shall either be safely covered or adequately fenced in a manner meeting the approval of the Engineer overnight and on weekends or at other times required by the Engineer for safety. No open trenches or any other open excavation shall be left open for more than two (2) working days. In the absence of covering or fencing, CONTRACTOR shall backfill all open excavations at his expense.

**Payment for fencing, steel plating, installing K-rail, and temporary excavation backfill shall be included in the prices paid in the various items of work and no additional compensation will be allowed.**

### **ARTICLE 11 - ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES**

If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall cease excavation of the area of discovery and shall not continue until such time as approved by the Engineer. The Engineer shall then direct excavation operations within the area of discovery.

Discoveries include but are not limited to, dwelling sites, stone or other artifacts, animal bones, human bones and fossils.

The CONTRACTOR shall be entitled to an extension of time in accordance with the provisions of Subsection 6-3 of the Standard Specifications. Should the CONTRACTOR's operations be affected materially, additional work will be paid for as extra work as provided in Subsection 3-3, "EXTRA WORK," of the Standard Specifications.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 12 - GEOTECHNICAL INVESTIGATION**

The CITY *has not* conducted a geotechnical investigation where the proposed water improvements are to be constructed. Each prospective bidder shall be responsible for obtaining any geotechnical information that he/she needs to prepare for his/her bid. Each prospective bidder shall be responsible for the cost of obtaining the required geotechnical information for his/her bid.

By submitting a bid, the CONTRACTOR acknowledges that he/she has satisfied himself/herself as to the nature of the work, including but not restricted to the conditions affecting handling and storage of materials, **disposal of excess material, level and amount of groundwater, and ascertaining existing conditions that affect labor, materials and equipment costs.**

In the event groundwater is encountered, the CONTRACTOR shall provide and maintain dewatering during construction in accordance with the standard specifications and the requirements of the CITY's NPDES Order No. 85-83 issued by the California Regional Water Quality Control Board (Santa Ana Region).

**All costs for dewatering, when encountered during construction, shall be included in the contract bid prices for the various items of work. No separate payment will be allowed.**

All costs for geotechnical testing other than compaction testing shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

### **ARTICLE 13 – MOBILIZATION/DEMobilIZATION**

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance and financing prior to beginning work on the various contract items on the project site. Any bonds that must be posted or proof of insurance issues that arise must be resolved prior to mobilization and/or demobilization. Mobilization and demobilization shall also include the time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the CONTRACTOR's personnel to keep the construction site in a safe condition, and all other related work as required for all non-working days during the course of construction. **The CONTRACTOR is responsible for securing an adequate storage site for equipment and materials.**

Payment for mobilization and demobilization shall be included in the **bid price per Lump Sum for Clearing and Grubbing, including Mobilization and Demobilization** in the bid proposal and shall include full compensation for furnishing all labor, materials, equipment, rental of necessary equipment, materials and storage sites for storage purpose, and incidentals necessary to mobilize and demobilize in accordance with the paragraph above.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 14 - TRAFFIC CONTROL**

Traffic control shall conform to the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and with Caltrans Standard Plan T11 Traffic Control System for lane closure on multi-lane conventional highways. Notes 2 and 6 of the Caltrans Standard Plan T11 regarding illuminated advanced warning signs and cones shall not apply.

#### **A. VEHICLE TRAFFIC CONTROL**

A minimum of one (1) eleven foot lane for each direction shall be kept open and maintained for public use at all times except as indicated on the plans or as directed by the Engineer during construction.

#### **B. PEDESTRIAN TRAFFIC CONTROL**

A minimum of one four foot wide all-weather pedestrian walkway shall be kept open and maintained to the satisfaction of the Engineer along both sides of each public street at all times during construction.

#### **C. ACCESS TO ADJACENT PROPERTIES**

A minimum of one (1) driveway per property shall be accessible and maintained at all times unless otherwise authorized by the City. Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12' minimum width) may be installed as approved by the Engineer. Trench plates may also be used.

#### **D. GENERAL TRAFFIC CONTROLS**

Notification letters shall be hand delivered by Contractor two (2) weeks in advance of beginning of construction giving notice of traffic restriction, period of construction, and suggested use of alternate routing. Exact wording on the advanced notification letters will be approved by the Engineer.

**Five (5) 4' x 8' CONSTRUCTION INFORMATION signs shall be fabricated and constructed per City standard plan B-135 (1 of 3 & 3 of 3), two weeks in advance, at the beginning and at the end of the each project limits.**

- **One sign north of Newhope Street and Salinaz Drive**
- **One sign north of Euclid Avenue and Woodbury Street**
- **One sign south of Euclid Avenue and Woodbury Street**
- **One sign south of Newhope Street and Westminster Avenue**
- **One sign east of Newhope Street and Westminster Avenue.**

Traffic control devices shall comply with Section 12 of the Standard Specifications.

**The Contractor shall also provide electronic changeable message boards, 2 for Woodbury Rd., and two additional message boards for Euclid St. and Newhope St.**

**All signs shall be installed two weeks in advance from the start of work to alert motorists of the period of traffic delays anticipated during lane closures.**

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

**The Contractor shall submit traffic control plans prepared by a civil engineer registered in the State of California, stamp the plans for approval at least ten (10) working days prior to commencement of work to the City of Garden Grove Traffic Division and City of Santa Ana Public Works Department for approval.** The plans shall show all businesses, directional signs, driveway entrances, signs, delineation, tapers, dimensions, etc., for traffic control. The traffic control plans should include **Traffic Control Notes** (that can be found at: [revised-traffic-control-notes-3-8-22.pdf \(ggcity.org\)](https://www.ggcity.org/files/traffic-control-notes-3-8-22.pdf)). No construction will begin until the Contractor's traffic control plans are approved by the City of Garden Grove and City of Santa Ana. The plans shall indicate the various phases of work and the proposed traffic control methods for each phase of construction on each street segment. The plans shall conform to the requirements of the latest edition of the CA MUTCD, these Special Provisions and City of Santa Ana requirements.

Flashing arrow signs shall be used as noted in the traffic control plans. (Battery or solar powered only).

Placement of temporary pavement marking tape shall consist of applying, maintaining, and later removing temporary traffic stripe (traffic line) and pavement marking tape at the locations shown on the plans or designated by the Engineer in conformance with these special provisions.

Temporary tape and/or painted stripes and removal of existing channelization may be required for traffic control. Tape for temporary traffic stripes and pavement markings will be a reinforced plastic type especially designed for ease of removal.

Temporary stripes shall be placed to the line established by the Engineer. Completed stripes shall be straight on tangent alignment and shall be on a true arc on curved alignment.

Surfaces on which the tape is to be applied shall be cleaned of all dirt and loose material and shall be dry when the tape is applied. The air temperature and pavement temperature at the time the tape is applied shall be 50°F or above. Tape shall not be applied over existing painted stripes or markings.

After the tape has been applied it shall be rolled slowly with a rubber tired vehicle or roller to ensure complete contact with the pavement surface.

Temporary traffic stripes and pavement markings that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his expense.

When no longer required for the direction of public traffic, as determined by the Engineer, the tape shall be removed and disposed of outside the highway right of way and all marks used to establish satisfactory lines for the temporary stripes and pavement markings shall be removed from the pavement.

Every effort shall be made by the Contractor to insure traffic safety. If in the opinion of the Engineer additional signing or delineation is required for traffic safety, then the Contractor shall furnish and place the additional signs or delineators at no additional cost to the Agency.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **E. ROAD CLOSURE CONDITIONS**

When construction conditions do not permit through traffic to use the street as determined by the Engineer, the following conditions will prevail:

- The Engineer must receive notice from the Contractor of any proposed road closure at least 48 hours prior to the actual closure. Before any road closures may be approved by the Engineer, specific detour plans for signing and barricading must be approved by the Traffic Engineer. At the times during the road closure conditions, a ten-foot (10') minimum width access corridor shall be kept open and maintained for emergency vehicles.

### **F. TRAFFIC CONTROL AND SAFETY**

All control, warning and safety devices shall conform to the requirements set forth in the latest edition of the CA MUTCD.

If attention is directed to the existence of a hazard and the Contractor fails to provide such devices, said devices will be placed or caused to be placed by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$500.00 per hour for labor and the pickup truck, \$50.00 per day per barricade, and any other costs incurred by the City relative to traffic control. Said costs, if any, shall be deducted from the progress payments and from the total Contract price for the work.

When entering or leaving roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. No excavation within five feet of the traveled way shall remain open no longer than is necessary to perform the work, and in no case shall remain unfenced or unplated overnight or on weekends.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area and all its approaches, including advanced signing and barricades. He shall also post proper signs to notify the public regarding the conditions of the roadway, all in accordance with the provisions of the Vehicle Code, and the CA MUTCD, as published by the US Department of Transportation, Federal Highway Administration.

The Contractor shall conduct his operations so as to provide reasonable access to the adjacent properties and shall have no greater length or quantity of work under construction than he can properly prosecute with a minimum of inconvenience to the public and other contractor engaged on adjacent or related work.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed the requirements set forth in the CA MUTCD.

## SECTION 7 - SPECIAL PROVISIONS (Continued)

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location in an upright position by the Contractor.

The Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public of any dangerous conditions to be encountered, shall perform their duties and shall be provided with the necessary equipment in accordance with the current Caltrans "Instructions to Flagmen." The equipment shall be furnished and kept clean and in good working condition by the Contractor at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at this expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

All existing stop signs and street name signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the Engineer. Signs, which need not be maintained during construction or permanently relocated, shall be salvaged and returned to City Yard.

### Temporary Traffic Lanes

1. Temporary control of traffic in work areas requires the provision of adequate street space to accommodate the traffic demands, particularly during peak traffic hours.
2. Temporary traffic lane requirements for construction activities in Arterial STREET may be specified on the permit, on the plans or in the specifications. These requirements constitute a part of the work and must be adhered to as rigidly as any other specification.
3. Construction activities on Arterial STREET shall be planned and scheduled to minimize interference with traffic. Except for emergencies, no construction work shall encroach into a moving lane of traffic between the hours of 4:30 PM to 7:30 AM unless otherwise authorized by the Engineer.

**No construction activities are allowed before 9:00 AM and no lane closures are allowed before 8:00 AM unless otherwise authorized by the Project Engineer or City Traffic Engineer. Any lanes closed shall be re-opened by 2:00 PM. Construction shall be scheduled in such a manner that the project site is completely cleaned, watered and/or swept by 2:30 PM.**

Any work activities before 7:30 AM and/or beyond 4:00 PM shall be considered as overtime, if allowed by the Engineer.

4. All temporary traffic lanes shall be a minimum of eleven feet in width at either direction unless otherwise authorized.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

5. Suitable surfacing must be provided for the temporary traffic lanes in work areas. When traffic is diverted from the existing pavement, temporary surfacing shall be provided and shall be in conformance with the current standard specification for such work issued by the City.
6. Construction equipment not actively engaged in the work and employee vehicles shall not be parked near the work in such a manner as to further restrict or obstruct traffic flow. Vehicles and equipment in continuous or frequent use may be operated or parked in the same traffic lanes as the work obstruction.

### **Control, Warning and Guidance Devices**

1. Devices fall into six categories: (1) Signs, (2) Barricades, (3) Delineators, (4) High Level Warning Devices, (5) Warning Lights and (6) Flashing Arrow Signs.

### **Sign Types**

1. Traffic signs are classified into several functional groupings: construction, warning, guide and regulatory.
2. The use of "Regulatory" signs must be approved by the Engineer. When required, all such signs will be provided, installed and maintained by the Contractor.
3. Existing "Regulatory" signs within or adjacent to the work area must be maintained by the Contractor. If existing signs are not appropriate for traffic conditions in the work area, the Engineer must be notified to determine if signs shall be covered, replaced or relocated.
4. Temporary "No Parking" signs shall be installed and removed as directed by the Engineer.
5. Temporary "No Parking" signs shall not be posted on any tree, utility pole or traffic sign.

### **Sign Placement**

1. The location of signs will depend upon alignment, grade, and location of street intersections and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted to resist displacement. The center of signs shall be at least four and one-half feet above the roadway. Vertical clearance for signs where pedestrian traffic is permitted shall be two feet. "Advance Warning" signs shall be located on the right hand side of traffic lanes.
2. All signs, which are to convey their messages during darkness, shall be reflectorized or illuminated.
3. No signs or supports shall bear any commercial advertising.
4. Warning, Guide and Regulatory signs normally shall be installed immediately before work is to commence and must be removed immediately after work is complete.
5. If at any time a sign is not required, it shall be covered or removed.
6. Construction signs shall be installed in accordance with Section D, General Traffic Controls.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **Barricades**

1. Barricades shall not be placed in a moving lane of traffic without advance warning, such as a high level warning devices and appropriate delineation.
2. Barricades shall be of three types: Type I, Type II, or Type III.

### **Delineators**

1. All delineators used at night must be reflectorized adequately or internally luminated.
2. Opposing traffic shall be separated by delineators, traffic striping, or raised pavement markers.
3. Where traffic is diverted to the left of an existing double yellow centerline, into a painted median or into a left turn lane, delineators shall be utilized beyond the work area to return traffic to normal lanes.
4. Devices, which could roll into the adjacent traffic lane when hit, shall not be used.
5. Metal or wooden post mounted in concrete-filled buckets or on automobile wheels are examples of types, which are prohibited.
6. Maximum Recommended Delineator and Sign Placement

Traffic Speed	Merging Taper Length	Spacing Transition	Spacing Tangent	Signs Space Between and Advance of Taper
25 mph	125 ft.	25 ft.	25 ft.	100 ft.
30 mph	180 ft.	25 ft.	25 ft.	250 ft.
35 mph	245 ft.	25 ft.	25 ft.	250 ft.
40 mph	320 ft.	25 ft.	25 ft.	250 ft.
45 mph	540 ft.	25 ft.	25 ft.	350 ft.

### **High Level Warning Devices**

1. High level warning devices shall be at least 9 feet high with legs, base or truck mounting designed to resist overturning.
2. Sandbags may be used to add weight to the base or legs.
3. High-level warning devices shall be equipped with a yoke at the top to accommodate at least three flags.
4. Flags shall be high visibility orange, with stays to keep flags extended.
5. Torn or dirty flags shall be immediately replaced.
6. High level warning devices are not permitted on Arterial STREET. Flashing arrow signs are required.

### **Warning Lights**

1. Flashers shall be used only to outline the work area or to provide advance warning.



## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

2. Flashers shall not be used to channelize traffic, to separate opposing traffic, or to delineate the path that traffic is to follow.

### **Flashing Arrow Signs**

1. All flashing arrow signs shall meet the following requirements:

Type	Minimize Size	Minimum Number of Panel Lamps	Minimum Legibility Distance
II	36" x 72"	13	¾ mile
I	48" x 96"	15	1 mile

2. Flashing arrow signs are intended to supplement, not replace, other work area traffic control device.
3. Flashing arrow signs are required for each lane closure on an arterial street.

### **Pavement Striping/Markings**

1. Restriping will be considered under the following conditions:
  - a) Where traffic is diverted for extended periods.
  - b) When traffic is to be diverted to the left of an existing double yellow centerline for two or more consecutive nights.
  - c) When the work area is adjacent to an intersection and results in a transition within the intersection.
  - d) When the traffic lane is continuously obstructed for more than 5 working days and traffic volumes require two or more lanes in a single direction.
  - e) In other unusual situations when traffic and physical conditions require special treatment.
2. The Engineer shall determine the need for and extent of striping removal and restriping.
3. The installation of temporary striping or pavement markers will be the responsibility of the Contractor.

### **Pedestrian Traffic**

1. When the work area encroaches upon a sidewalk, walkway or crosswalk area, special consideration must be given to the pedestrian safety.
2. A minimum of advance warning is required.
3. The pedestrian must be separated from the work area.
4. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices must be used to define the passageway.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

5. Pedestrian walkways must be approved prior to installation by the Engineer.
6. Walkways shall be maintained at least four feet in width.
7. Minimum vertical clearance to any obstruction within the walkway must be two feet.
8. At no time shall pedestrians be diverted into a portion of the street without a physical barrier being provided, and in those areas where material can fall, the walkway shall be covered.
9. Appropriate signs and warning must be installed at the construction limits in advance of and crosswalk or pedestrian way that will be closed.

### **Flag Person Control**

1. Flag person will be required:
  - a) Where workers or equipment intermittently block a traffic lane.
  - b) Where the traffic plan allows the use of one lane for two directions of traffic.
  - c) Where the safety of the public and workers determines there is a need.
2. Flag persons should be stationed far enough from the work to slow down or stop vehicles before they enter the work area.
3. Flag persons shall wear orange jacket (vest) for daytime use and a reflectorized belt and harness for nighttime.
4. During daylight hours, flag person shall be equipped with a sign paddle and at night, they shall use a red light.

Pursuant to the provisions of Section 14005 of the California Government Code, and pursuant to the provisions of Section 21400 of the California Vehicle Code, that the signs, lights, and devices shall conform to the provisions of the "Manual of Traffic Controls for Construction and Maintenance Work Zones," issued by the Department of Transportation for the State of California.

## **G. PAYMENT**

Payment for **Traffic Control** shall be made at the **Contract price bid per Lump Sum** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparation of traffic control plans, approval of traffic control plans, implementation of traffic control, including but not limited to, Construction Information Signs, electronic changeable message board signs, applying, maintaining and removing tape for temporary traffic stripes and pavement markings, complete in place, flashing arrow sign, as specified in these special provisions and as directed by the Engineer, and no additional compensation will be allowed therefore.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 15 - CONSTRUCTION YARD SITE**

The proposed project is located in residential, office, industrial and open areas. CONTRACTOR shall at his expense, secure a site for storing materials, supplies, and equipment. It is the CONTRACTOR'S responsibility to secure a yard prior to the start of construction. Securing a site, although for this project, shall be agreed upon separately by the Contractor and Private Entity or Contractor and the City's Realtor Agent. Available vacant properties in the project area may not be zoned for a construction yard. It is recommended to check with the City's Planning Department for zoning. A conscious effort on the CONTRACTOR's part is required, that due regard to the rights of the public must be observed at all times. Possible obstruction and inconvenience shall be kept to the minimum.

If the CONTRACTOR pursues to enter in agreement with the City to use City or City leased property as a construction yard a temporary use permit is required with an application fee of \$50.00. The application is subject to review and approval by the Realtor Agent from the Planning Department. Before moving in to the site, CONTRACTOR shall provide a certificate of insurance naming the City of Garden Grove as additional insureds from all liability. The construction yard site will become part of the project. All conditions and requirements of the project also apply to the construction yard.

Construction materials shall not be stored in streets, roads or highways for more than three (3) working days after unloading nor will the materials be stored in the streets over weekends and holidays. All materials or equipment not installed or used in the construction within three (3) working days after unloading shall be stored at the construction yard.

Construction equipment shall not be stored at the work site before its actual use on the work nor for more than three (3) working days after it is no longer needed on the work. All repairs or assembly of equipment that will take two (2) or more working days shall be done at the construction yard. All equipment and materials shall be stored at the yard during weekends and holidays, unless otherwise authorized by the Engineer.

Excavated materials shall not be stored in public streets, roads or highways. Excavated materials that may be suitable for backfill shall be stored at a site of CONTRACTOR's choice. The Engineer shall have a safe access to the site for purposes of inspection and testing at all times.

Full compensation for conforming to the requirements of this Article shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

### **ARTICLE 16 - PROTECTION AND RESTORATION OF EXISTING UTILITIES AND NON-HIGHWAY FACILITIES**

Attention is directed to Sections 5-2 and 7-9 of the Standard Specifications and the following special provisions:

All utilities including water, gas, oil, telephone, electrical, cable TV fiber optic systems, traffic signals, sewer mains and services, storm drains and street light conduit and wires shall be protected in place, except as noted on the project plans.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Abandoned facilities are likely to be encountered on this project. Many abandoned facilities are not available through the public records nor will they be located by Underground Service Alert (USA), however if they are encountered, the abandoned facilities shall be saw cut and removed to accommodate the proposed construction. The facilities shall be capped or slurry backfilled as deemed appropriate by the Engineer. The CITY will pay for the transportation and disposal of such abandoned facilities and capping of such facilities on a time and materials basis in accordance with the Standard Specifications.

The CITY does not guarantee the accuracy of depth, size, type, material and location of all utilities shown on the plans or marked in the field by utility companies. Data was provided to the CITY based upon available records. It is to be used for information purposes only.

In order to provide lead time to resolve unforeseen utility conflicts, CONTRACTOR shall pot hole and ascertain the true location and depth of all underground utilities and services as shown or located within the lines of excavation and/or as marked by their respective owners in the field. All potholing shall be completed before CONTRACTOR will receive first progress payment or will be allowed to commence construction. Utilities marked in the field and not shown in the project plan shall be treated the same as if shown in the project plan. CONTRACTOR shall attempt to expose utilities by excavating an area three (3) feet in all directions around the location shown on the plans or marked in the field that may conflict with the proposed sewer main(s). Should the CONTRACTOR fail to locate the utility, CONTRACTOR shall immediately notify the utility purveyor and Engineer and the CONTRACTOR shall proceed on schedule. CONTRACTOR shall not be entitled to delays, damages or cost for failure to locate a utility by potholing. After exposing the utilities and if in the opinion of the CONTRACTOR a utility is in conflict with the proposed improvements, CONTRACTOR shall immediately notify the Engineer and allow utilities reasonable time to relocate, realign or remove their facilities at no additional cost to the CITY.

CONTRACTOR shall exercise extreme care in exposing, locating, supporting, protecting and working in the vicinity of existing utilities. CONTRACTOR shall hand dig within three feet (3') on all sides of these utilities; main lines, service lines and other utility appurtenances. CONTRACTOR shall arrange a compatible work schedule with all utility companies involved. CONTRACTOR's attention is also directed to overhead and above ground utilities and poles that exist within the project site that may not be shown on the project plans, but are visible in the field. All utilities above and underground must be protected in place, unless otherwise specified in the project plan.

The CONTRACTOR shall use extreme caution around all existing utilities, especially Southern California Gas, Southern California Edison and AT&T pipes and conduits. Furthermore, the CONTRACTOR shall indemnify and hold harmless the City of Garden Grove, the CITY, its officers, its board members, employees, and consultants from any and all claims, suits, or actions resulting from or arising out of any damage(s) caused to such utilities as a result of the CONTRACTOR's failure to adequately protect such utilities in place.

The CONTRACTOR will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if utilities are correctly located and shown on the plan. The CONTRACTOR, however, will be given an extension of time for unforeseen delays due to interferences by utilities. This work includes searching within three (3') feet on both sides of a marked utility in the field (not shown in the plans) that is not found or never existed.

**SECTION 7 - SPECIAL PROVISIONS (Continued)**

All costs incurred for potholing, hand digging, exposing, locating, supporting, protecting, maintaining and providing reasonable time to relocate or resolve conflict of underground and above ground utilities, shall be included in the price bid for the various items of work and no additional compensation will be allowed.

The CONTRACTOR, prior to submitting his/her bid, shall first inquire from the utility owners listed regarding type of facility, line locations, size, material, manhole locations if any, specifications and requirements concerning the protection and support of their respective main, trunk lines, services lines and other appurtenances.

The CONTRACTOR is hereby notified that some waterlines in the CITY are steel encased. These encased waterlines are to be treated as asbestos concrete (AC) lines. If they are not supported they will collapse and all resulting damages and delays will be the sole responsibility of the CONTRACTOR and no additional compensation or time will be allowed. The costs of obtaining any required permits, protecting and supporting of all utility lines, including service and lateral lines shall be included in the various items of work and no additional compensation will be allowed. *No utility line shall be removed from service without written permission from the Engineer. If permitted, then it is the CONTRACTOR's responsibility to install temporary services as needed in the field and as approved by the Engineer at no cost to the CITY.*

CONTRACTOR shall notify the Underground Service Alert (USA) giving at least 2 working days notice --- (800) 422-4133.

The following is a list of utility companies and purveyors who may have underground utilities within the project right-of-way:

- City of Garden Grove, Sanitary District (714) 741-5534
- City of Garden Grove Water Division (714) 741-5349
- Garden Grove Traffic Division (714) 741-5185
- AT&T (714) 666-5692
- Crown Castle (724) 416-2449
- Southern California Edison Co. (714) 870-3219
- Southern California Gas Company (714) 634-5067
- City of Santa Ana Public Works (714) 647-5020
- Time Warner Cable (714) 903-8446
- XO Communication (949) 417-7841

Some of the above utilities and purveyors are not Underground Service Alert (USA) members. It shall be the CONTRACTOR's responsibility to call, notify and make certain that utilities have responded to his notification. Damage to utilities, caused by failure to notify, is the CONTRACTOR's sole responsibility.

The CONTRACTOR shall arrange and coordinate his work to permit utilities to make any necessary adjustments required by the construction of the various items in this contract.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

CONTRACTOR shall also protect facilities in place as shown on the plans or as marked in the field, and "To be relocated by others", in both original and relocated positions and any damage to such facilities shall be immediately repaired at no cost to the CITY.

When damage occurs to existing utilities, CONTRACTOR shall notify the Owner of the Utility and the Engineer immediately and take whatever action necessary to mitigate further damage to the utility and the surrounding area.

The CONTRACTOR is notified therefore, that he is responsible and liable for all costs in rectifying damages to any utilities caused as a result of his operations. At the request of the CITY, costs in rectifying such damages can be withheld or deducted from the final progress payment due to CONTRACTOR at the discretion of the Engineer.

The CONTRACTOR is responsible for protecting water service connections, sewer laterals, telephone conduits, cable TV conduits, electrical conduits, traffic signal conduits and all other utility service connections whose location can be determined or inferred by buildings and other above-ground visible facilities such as valve boxes, manholes, vaults, pull boxes and the like in spite of the fact that they are not shown on the plans or marked in the field. Therefore, the CONTRACTOR shall establish the location of such utilities in the field and determine the cost of protecting or relocating those facilities in order to perform the work indicated in the contract documents and include that cost in his bid. The CONTRACTOR shall assume that every parcel, including a vacant parcel, is served by a service connection for each type of utility.

All existing improvements, including utilities, shall be protected in place unless otherwise shown on the contract plans or approved by the Engineer. All existing improvements damaged by the CONTRACTOR in the performance of his work shall be replaced in its original or better condition. This includes, but is not limited to landscaping, trees, irrigation lines, sprinklers, planters, foundations, walls, driveways, sidewalks, mailboxes, parking curbs, and utilities whether they are located on private property or within the public right-of-way.

Payment for protecting or removing and replacing all facilities, or coordinating utility adjustments, except for those items of work specifically included as separate bid items in the Bid Proposal shall **be considered as paid for in the various contract items** and no additional compensation will be allowed.

Private mailboxes, planters, and other facilities, etc. as shown on plans or within construction areas in the field shall be relocated by the CONTRACTOR. Payment for relocations shall be included in the various items of work and no additional compensation will be allowed.

## **ARTICLE 17 - EXISTING HIGHWAY FACILITIES**

All work performed on existing highway facilities shall be done in accordance with applicable sections of the Standard Specifications and other portions of these special provisions with the following modifications and additions:

### A. Miscellaneous Highway Facilities

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Care shall be taken in all work performed in the removal of all traffic signs, devices, barricades, posts, barriers, and guard railings. Such devices, etc., shall be carefully removed by the CONTRACTOR as shown on the plans or as directed by the Engineer, cleaned of all adhering materials and shall be stockpiled within project limits for reuse.

Payment for all labor, materials, tools, and equipment used in removing, cleaning, transporting, relocating, and doing all the work involved shall be included by the CONTRACTOR in various bid items, and no additional compensation will be allowed.

### **B. Damaged Portland Cement Concrete Removal and Replacement**

Portland Cement Concrete (PCC) damaged by the CONTRACTOR's operation shall be removed and replaced in kind. Work shall include all PCC curbs, gutters, cross gutters, spandrels, driveways, driveway approaches, slabs, sidewalks, decorative crosswalks, and all other miscellaneous PCC construction. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1 inch. Concrete sidewalk or driveway to be removed shall be neatly sawed in straight-line parallels either to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than forty-eight inches (48") in either length or width. If the saw cut in sidewalk or driveway would fall within forty-eight inches (48") 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 twelve inches (12") 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 1 (one) inch on a neat line at right angles to the curb face. PCC and all other material unsuitable for use as fill, as determined by the Engineer, shall be removed from the right-of-way and disposed of by the CONTRACTOR at a site of his own choice and he shall pay all costs incidental to the disposal. Sharp edges left on concrete after saw cutting shall be ground in a manner acceptable to the Engineer.

**Payment for portland cement concrete removal and replacement shall be included in the unit prices paid for the various items of work, that necessitated the PCC removal and no additional compensation will be allowed.** Said payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all the work involved in excavating, removing, replacing, breaking, crushing, saw cutting, backfilling, loading, hauling and disposing of all material, and performing all the work involved. All PCC replacement shall conform to City standards and be in kind.

### **C. Remove and Restore Traffic Striping, Signing, Legends, Pavement Markings and Pavement Markers**

Existing pavement markers shall be removed and disposed of when no longer required for traffic lane delineation due to construction.

Existing striping and pavement markings shall be removed by sand blasting. Existing pavement markers shall be removed prior to installation of AC overlay or slurry seal.

Sandblasting shall be used for the removal of painted traffic stripes and pavement markings and for removal of objectionable material. If such removal operation is being performed within ten feet (10') of a lane occupied by public traffic, the residue including dust shall be

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these special provisions shall relieve the CONTRACTOR from his responsibilities as provided in Section 7-10, "Public Convenience and Safety", of the Standard Specifications.

Any depressions or voids left in the roadway as a result of removing the existing raised pavement markers will be filled with hot bituminous adhesive or as directed by the Engineer.

CONTRACTOR shall provide cat tracks for review prior to final application of striping. The **City of Garden Grove** shall have 24 hours (1 working day) review time to provide corrections to, or approval of, the cat tracks. All existing striping shall be restriped to satisfaction of the Engineer.

Full compensation for removing, disposing and restoring, traffic stripes and pavement markings - including filling voids or depressions created by removing pavement markers, shall be included in the contract lump sum price for the traffic signing and striping and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and performing all work involved, and no additional compensation will be allowed.

### **D. Damaged Asphalt Concrete Pavement Removal and Replacement**

Asphalt concrete ("A.C.") pavement shall be cut initially by saw cutting to full depth of A.C. at the limits of the removal prior to removal of A.C. A.C. damaged by the construction operation shall be removed and replaced as described in this provision at no cost to the CITY. After backfilling the excavation, the existing A.C. pavement shall be saw-cut again to full depth at a point not less than 12 inches outside the limits of removal as shown in the backfill and resurfacing detail. If the width of existing pavement between proposed A.C. saw cut and edge of adjacent P.C.C. curb and gutter is less than sixty (60) inches, this area shall be removed and new pavement shall be extended to the P.C.C. curb and gutter. All saw cuts should be along straight lines either parallel or perpendicular to line of removal. The use of pavement breaking equipment (stompers) is absolutely not allowed. The thickness of the existing A.C. pavement may be up to 12-inches thick.

The minimum street pavement replacement section for West Street and Chapman Avenue shall be existing plus one-half inch or 6-inches AC/11-inches AB, whichever is greater. The minimum street pavement replacement section for Wilken Way, Eugene Street, Candy Lane, Holyoak Lane, Timmy Lane and Debbie Lane shall be existing plus one-half inch or 4-inches AC/7-inches AB, whichever is greater.

Payment for replacement of pavement section shall be included in the unit prices paid for the various items of work, which caused such pavement section removal and no additional compensation will be allowed. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all the work involved



## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

in replacing AC/ AB, street areas and areas damaged by construction and no additional compensation will be allowed.

## **ARTICLE 18 – CLEARING AND GRUBBING, REMOVALS AND RELOCATIONS**

Clearing and grubbing shall conform to the provisions of Section 300 of the Standard Specifications with the following modifications:

Clearing and grubbing shall include, but not be limited to the following:

1. Project mobilization/demobilization
2. Removal and disposal of trees and shrubs, all natural and artificial objectionable materials such as logs, upturned stumps, roots of downed trees, brush, grass, plants, weeds and all other surface materials within the limits of construction area.
3. Tree branches, which may interfere with normal construction, shall be trimmed or removed. If tree branch is to be removed, it shall be cut off to the boles in a workmanlike manner. 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. Scars resulting from the removal of branches shall be treated with a heavy coat of tree sealant approved by the Engineer.
4. Saw cut and removal of existing concrete structures including, but not limited to curb and gutter, median curb, cross gutter, spandrel, sidewalks, drainage channel, the removal of K-markers and relocation of traffic signs.
5. Grading, fill material, and compaction of fill material in the parkway areas, drainage channel and areas behind sidewalk.
6. Saw cutting and removal of existing asphalt concrete, aggregate base, native soil, PCC and reinforced PCC pavement as required to complete the project.
7. Abandonment of existing water service connections at the water main.

Payment for furnishing all labor, equipment, materials, tools, and incidentals used in performing clearing and grubbing and as mentioned in this Article shall be considered as included in the lump sum price paid for Clearing and Grubbing, including Mobilization and Demobilization, and no additional compensation will be allowed.

### **Tree Roots Removal**

Work shall consist of removal of existing tree roots in conformance with Section 300 of the Standard Specifications. The CONTRACTOR shall be responsible for obtaining a suitable disposal site for this material and shall, upon request, file with the Engineer the written consent of the Owner of the property upon which he intends to dispose of such material.

Removal shall consist of removing tree roots 1-1/2 inches in diameter and larger.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Holes resulting from the removal of tree roots shall be backfilled with soil from the surrounding area the same day the tree roots are removed and compacted to a minimum relative compaction of ninety percent (90%).

All removed tree roots shall be removed from the project site the same day.

Stockpiling of materials within the right-of-way, City parking lots, or other City-improved property shall not be allowed unless approved by the Engineer in writing.

Tree roots shall be removed in such a manner as not to injure or damage adjacent improvements, which are to remain in place. The CONTRACTOR shall not remove or damage fences adjoining property outside of the contract limits or City right-of-way. The CONTRACTOR shall exercise care in the protection of said fences and shall repair any damage caused by his operations.

No burning of materials will be permitted on the project site.

Payment for removal of existing tree roots shall be considered as included in the lump sum bid for Clearing and Grubbing, including Mobilization and Demobilization. It shall include full compensation for all labor, tools, equipment, incidentals, disposal of resulting material and for doing all the work involved in tree roots removal as required in the field, per these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed.

### **Irrigation System Relocation**

All irrigation systems disturbed by the construction operation shall be relocated to behind the right-of-way line. Relocated systems shall be operable and provide full coverage of the areas serviced by the system.

Existing system components may be reused as much as possible. However, new materials may be required to create a complete and working system and the expense shall be borne by the CONTRACTOR. Acceptability of the relocated system will be judged by its performance as described above.

The CONTRACTOR shall bear the cost of replacement of any parts lost or damaged during the construction operations.

Payment for irrigation system relocation shall be considered as included in the lump sum price bid for Clearing and Grubbing, including Mobilization and Demobilization, and no additional compensation will be allowed.

Clearing, grubbing, miscellaneous removals, and relocations shall be paid for under the lump sum item for Clearing and Grubbing and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in clearing, grubbing, removing, relocating and disposing of all the resulting materials. It also includes the removal of cross gutters, spandrel, curb and gutter, side walk, drive approach, PCC, abandon existing water services at main, replanting and reseeding, as shown on the Plans, as required in the field, as specified in these Specifications and Special Provisions, and as directed by the Engineer.

## SECTION 7 - SPECIAL PROVISIONS (Continued)

### ARTICLE 19 - SHEETING, SHORING, AND BRACING

All trenches and other excavation, shall be adequately shored, sheeted, or braced to furnish safe working conditions and ample protection of the work and adjacent utilities, structures, and traffic. Shoring may also be required to provide for the temporary traffic lanes. The CONTRACTOR shall also furnish and place at his own expense, additional sheeting, shoring and bracing not shown on the plans, but required to protect newly-built work and all adjacent utilities and neighboring structures from damage and to comply with all rules, orders, and regulations of the Division of Industrial Safety Department of Industrial Relations of the State of California. Engineered shoring plans signed by a registered structural engineer, State of California, shall be included in the shop drawings.

Where conditions permit, and only as approved by the Engineer, a sliding shield may be used in lieu of the specified sheeting in areas where sheeting is not required for traffic safety. However, the design of a sliding shield shall be approved by Division of Industrial Safety Department of Industrial Relations of the State of California prior to use.

Bracing shall be arranged so as not to place a strain on portions of completed work until the construction has proceeded far enough, in the opinion of the Engineer, to provide ample strength. Sheeting and bracing may be withdrawn and removed at the time of backfilling, but the CONTRACTOR shall be responsible for all damage to newly built work, and adjacent structures. Any damage to new or existing utilities or structures, whatsoever, occurring due to failure, lack of or improper sheeting or bracing shall be repaired by the CONTRACTOR at his own expense.

In addition, the CONTRACTOR shall submit to the CITY a copy of the CAL OSHA permit along with a detailed plan showing the design of shoring, bracing, sloping or other provision to be made for worker protection in accordance with Section 6422 of the Labor Code. If such plan varies from the shoring system standards established by the State of California Construction Safety Orders, a registered Civil or Structural Engineer shall prepare, wet stamp and sign the plans. The safety of the shoring, bracing, or protection installed or provided is the responsibility of the CONTRACTOR. The CONTRACTOR and his Engineer shall in no way be relieved of their legal or professional responsibilities by CITY's acceptance of shoring plans for safety of excavations.

The CONTRACTOR shall take special precautions near water main and appurtenance, sanitary sewer, sewer manholes, and curb and gutter because of the sandy soil encountered and the proximity to the sewer trench. If the water main, sewer line, manholes, curb and gutter that closely parallel the trench slough into the trench, all repairs will be at the CONTRACTOR's expense.

Full compensation for sheeting, shoring and bracing and for complying with all requirements of this Article shall be included in the **price bid per linear foot of Water Pipe (Bid Items 2, 3, 4 & 5)** and shall include full compensation for furnishing all labor, tools, equipment, materials, incidentals, and doing all work involved and no additional compensation will be allowed.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 20 - PIPELINE AND STRUCTURE EXCAVATION, BACKFILL AND TRENCH BOTTOM PREPARATION**

Excavation and haul away shall be performed in conformance with the applicable portions of Sections 300, 301, and 306 of the Standard Specifications with the following modifications:

All trenches for **water** lines shall be backfilled immediately after the pipe has been laid and inspected, and as soon as permitted under the specifications.

For this project, CONTRACTOR shall regulate his rate of excavation so that the length of open trench shall not exceed **300 feet** unless otherwise approved by the Engineer.

Open trench, as referred to herein, is defined as all excavations made for the permanent installations required on the project, which have not been completely backfilled, as required elsewhere in these specifications and in which either temporary or permanent paving has not been placed, except as otherwise specified in these specifications.

For cases where the area surrounding the trench is to be resurfaced with asphalt concrete under this contract, and on the course under the wearing surface that are subject with vehicular traffic, such course shall be constructed so as to, in the opinion of the Engineer, provide smooth-riding qualities at the posted speed limit and shall not be a hazard to vehicular traffic.

In all cases, surfacing must provide a smooth ride quality and be maintained as such until final surfacing.

Additional lengths of open trench may be permitted by the Engineer for such circumstances as unusual dewatering operations, setting of piles in advance of excavation, or in the event of unforeseen conditions, should it be considered to be in the best interest of the CITY.

All open trenches shall be surrounded by barricades and concrete "K" railing. Unless otherwise specified, barricade shall be placed in accordance with the "MODEL WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH)" as prepared by the Uniform Ordinances and Practices Committee of the Southern California Chapter, American Public Works Association. Such open trench areas shall not be opened for vehicular use of the public until temporary or permanent pavement has been placed to provide a smooth surface for vehicular travel. Areas that are opened for use of the public shall be maintained by the CONTRACTOR to provide a smooth surface until the final wearing surface is placed.

Failure by the CONTRACTOR to comply with the limitations specified herein, or as may be specifically authorized by the Engineer, may result in a written order from the Engineer to halt progress of the work until such time as compliance with this subsection has been achieved and the work can be prosecuted in an orderly sequence of operations. All costs to secure and maintain the work site to meet public safety and traffic control requirements of these specifications shall be borne by the CONTRACTOR.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

All pipe zone backfill shall meet or exceed S.E. 30, and shall be thoroughly compacted by tamping or vibrating and may be jetted with water, working from the bottom of the trench upward to the level at least twelve inches (12") above the top of the pipe. Cohesive backfill materials above 12" from top of pipe shall be moistened to optimum moisture content and each layer solidly compacted with the proper tools so as not to injure or disturb the pipe. Cohesive backfill shall not be compacted by flooding or jetting.

All materials not suitable shall become the property of the CONTRACTOR and shall be disposed of off the project site, in accordance with the provisions of Section 300 of the Standard Specifications.

Payment for the disposal of the not suitable material off site and additional placement of pipe zone materials meeting or exceeding S.E. 30 shall be paid at **the unit price bid per ton for additional pipe zone materials and disposal of not suitable materials** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for removal, transport, and disposal as required and as directed by the Engineer.

Payment for excavation, backfill and trench bottom preparation shall be paid at the **price bid per linear foot of Water Pipe (Bid Items 2, 3, 4 & 5)**, and no additional compensation will be allowed.

The Trench bottom shall be compacted to a minimum density of not less than ninety percent (90%) of maximum density at optimum moisture content. Should the Soils Technician determine in the field that this is not possible, the Engineer will direct the CONTRACTOR to over-excavate and place additional bedding materials as described in Section 7, **ARTICLE 21** of these provisions and as shown on the plans. Additional bedding for subgrade stabilization shall not be measured as part of the standard pipe bedding per detail on plans.

## **ARTICLE 21 - ADDITIONAL OVER-EXCAVATION AND 3/4" (INCH) CRUSHED ROCK BEDDING**

No provision in this Article shall relieve the CONTRACTOR from properly dewatering and preparing the trench bottom as specified in other Articles in this document. Any soft, spongy, uncompactable or unstable material in the bottom of the trench, *per the Soils Technician*, shall be removed to a depth up to 18" (inches) and replaced with 3/4-inch crushed rock and tamped to provide a firm and stable foundation. Should this solution fail to stabilize the subgrade, in the opinion of the Engineer, all pipe laying operations shall stop until an acceptable solution to all parties is achieved. Any alleged resulting delays and costs shall be submitted by CONTRACTOR in accordance with Article 1 of the Special Provisions. CONTRACTOR shall minimize and mitigate any potential additional costs including, but not limited to, any resulting idle time for equipment and acknowledges that in order to do so, CONTRACTOR may be directed to continue operations in other locations.

Payment for the additional over-excavation, disposal of the material off site and placement of 3/4-inch crushed rock bedding shall be paid at the **unit price bid per ton for 3/4-inch crushed rock** used and shall include full compensation for furnishing all labor, materials (including water in the material at the time of weighing as provided in Section 9, "Measurement and Payment"), tools, equipment, and incidentals, and for doing all the work involved in constructing crushed rock

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

bedding complete in place, as required in the field, as specified in these special provisions, and as directed by the Engineer.

The CONTRACTOR shall furnish to the CITY Inspector a legible copy of a licensed weigh master's certificate showing net weight of 3/4-inch crushed rock in the truck load. The labeled certificate must be delivered to the CITY Inspector on-site on the same day that the 3/4-inch crushed rock is delivered. If any of these conditions are not met, the CITY will not allow payment for this item.

### **ARTICLE 22 – TEMPORARY OFFSET**

Temporary off-set shall conform to the CITY standard specifications and plans (Detail 10, Sheet 9). PVC pipes shall be used for all temporary off-sets. Payment for temporary off-set shall be included in the **contract unit price for the Temporary Off-Set** and shall include full compensation for furnishing all labor, material tools, equipment, and incidentals, and performing all work involved. No additional compensation will be allowed.

### **ARTICLE 23 – FIELD WELDING OF STEEL WATER PIPE, STEEL WATER PIPE, CEMENT-MORTAR PROTECTIVE LINING AND COATING FOR STEEL WATER PIPE AND STEEL PIPE FLANGES**

Welded steel pipe and fittings shall be manufactured of steel plate with a minimum of ¼-inch thickness for 6-inch pipe and larger. The suppliers shall be responsible to provide the minimum pipe thickness size as required by AWWA M11 corresponding with the required pressure shown on these plans and minimum thickness noted in these specifications. For all piping and fittings within the limits of the buildings or vaults, including all buried and above grade pipelines, the thickness shall not be less than 3/8 of an inch. Pipe materials, fabrication and shop testing of straight pipe shall conform to the requirements of the AWWA C200. All outlets, four inches in diameter and larger shall be provided with reinforcing designed for the water working pressure specified or shown. Shop drawings of all welded steel pipe and fittings, three inches in diameter and larger, shall be furnished in accordance with General Specifications. Unless otherwise provided, the nominal diameter shown shall be considered to be the inside diameter after lining.

Steel welding fittings shall conform to the requirements of ASTM A234.

Flanges where the design pressure is 275 psi or less shall conform either to AWWA C207 Class E or ASME B16.5 150-lb class. Where the design pressure is greater than 275 psi, flanges shall conform to AWWA C207 Class F or ASME B16.1, Class 250. All pipe and flanges shall be as noted on the plans. Flanges shall have flat faces. Pipe flanges shall be attached with bolt holes straddling the vertical axis of the pipe unless otherwise shown. Attachment of the flanges to the pipe shall conform to the applicable requirements of the above-referenced AWWA C207. All pipe flanges shall match the pipe inner diameter and the flanges shall be lined in accordance with steel welding fittings (ASTM A234).

All hand welding shall be done by welders certified in accordance with ASME "Boiler and Pressure Vessel Code", Section IX or AWWA C206.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Welded steel pipe and fittings shall be lined with cement mortar in accordance with AWWA C205.

All buried welded steel pipe and fittings shall be coated with cement mortar in accordance with AWWA C205

At all times when pipe laying is not in progress, the open end of the pipe shall be closed with a tight-fitting cap or plug to prevent the entrance of foreign matter into the pipe. These provisions shall apply during the break periods as well as overnight. In no event shall the pipeline be used as a drain for removing water which has infiltrated into the trench. The Contractor shall maintain the inside of the pipe free from foreign materials and in a clean and sanitary condition. When the work requires and the size of the pipe allows entry of personnel into the pipe, the Contractor shall comply with all Federal and State regulations for confined space entry. Work inside pipelines shall not be undertaken until all the tests and safety provisions of the Code of Federal Regulations 1910.146 and the General Industry Safety Orders of the California Code of Regulations, Title 8, Section 5159 for confined space entry have been performed and the area is verified as safe to enter.

The pipe sections shall be laid in place to true alignment and grade in accordance with the plans. Special care shall be taken in placing the pipe and making the field joints.

Bell holes of ample size shall be dug where they are to be welded. Joints to be field-welded shall be done by welders certified for this Contract in accordance with AWWA C206.

When installing mortar-lined pipe, before the spigot is inserted into the bell, the bell end of the pipe shall be daubed with mortar containing 1 part lumnite cement of not more than 3 parts of sand, inserted into the bell and forced to the bottom of the bell. Excess mortar on the inside shall be swabbed out.

When installing mortar coated pipe, after the welding is completed and inspected by City, the outside annular space between pipe sections shall be completely filled with grout. The grout shall be poured in such a manner that all exposed portions of the metal joint shall be completely protected with cement mortar. Grout used on the outside of joints shall be mixture of 1 part of cement to 3 parts of sand, by weight, and shall be sufficiently fluid to permit to be poured into the joint space. It shall be poured down one side of the pipe and allowed to flow up the other side. The outside mortar joints shall be properly formed by the use of heavy-duty diaphragms.

Where butt-straps or closure pieces are used, both the interior and exterior surfaces of the butt-straps or closure pieces shall be given a coating equivalent to the factory-applied cement mortar or enamel coating of the adjoining pipe sections. Any exterior cement mortar coating in such cases shall be reinforced with wire mesh. Any interior cement mortar lining shall be similarly reinforced where the exposed length of the butt-strap or closure piece, as measured between the ends of connected pipe section, exceeds 4-inches

Payment for connection to welded steel main including welding on site, lining, coating and all labor, equipment, machinery and material necessary to complete this work shall be included in the price bid **per each location (Bid Item 10)**.

**SECTION 7 - SPECIAL PROVISIONS (Continued)**

**ARTICLE 24 – PCC IMPROVEMENTS**

All PCC construction work for this article shall conform to Sections 15, 73 and 90 of the Caltrans Standard Specifications. Sub-grade materials shall be compacted to a minimum relative compaction of 95 percent.

All PCC removal work shall conform to Sections 15 of the Standard Specifications and shall be included as part of the related PCC construction item. **Contractor shall extend concrete removal limits to the nearest joint line or score line unless otherwise directed by the Engineer.** The use of pavement breaking equipment (stomper) is not permitted. No additional compensation will be allowed therefore.

All excavations shall be backfilled as soon as permitted under the specifications so that when the job is closed for the day, the open excavation will be kept at a minimum and adjacent utilities will receive maximum backfill support.

The Contractor shall also cut and remove any tree roots encountered within construction limits to at least six (6) inches below the subgrade. Removal of roots shall be included under **Mobilization Including Clearing and Grubbing**. No additional compensation will be allowed.

**Removal of excess concrete to create tree well size as shown on plans shall be included under Mobilization Including Clearing and Grubbing** and No additional compensation will be allowed.

PCC improvements shall be constructed per the following standard plan and per these special provisions:

<b>PCC Improvement Item</b>	<b>Garden Grove Std Plan</b>
Sidewalk	B-106
Curb and Gutter	B-113
Alley and Alley Apron	B-118
Cross Gutter/Spandrel/Splash Pad	B-119
Drive Approach	B-121
Curb Ramp / Curb Ramp	CALTRANS Std Plan A88A

Payment for aggregate base and AC slot patch shall be included as part of the related PCC construction item. No additional compensation will be allowed therefore.

Concrete mix design shall be per SSPWC (latest edition) Section 201-1 "Portland Cement Concrete", 303-5 and modified as follows:

All concrete shall have a maximum slump of 4” and the same brand, type and source of cement and aggregate shall be used for all Portland Cement Concrete.

No color compounds, etching chemicals or other related construction materials will be allowed to migrate onto adjacent AC pavement surfaces or to flow into adjacent drainage inlets. The Contractor



## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

shall be required to mask the adjacent AC pavement areas and place an impermeable fabric secured by gravel bags across the openings of all catch basin openings prior to beginning any PCC improvement work with the potential to generate hazardous materials or otherwise negatively affect the local water quality.

Contractor shall paint house addresses where contractor removed existing curb and constructed new curb.

Contractor shall paint curb face and top of curb red where contractor removed existing curb and constructed new curb.

Payment for **Remove Existing and Construct PCC Curb and Gutter, Type C-8** shall be made at the Contract unit price bid per **Linear Foot (Bid Item 25)** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete work, including all saw cutting and related PCC removals and excavation, subgrade preparation, compaction, grading, backfill, formwork, and aggregate base material and placement. No additional compensation will be allowed therefore.

Payment for **Remove Existing and Construct New PCC Sidewalk, Cross Gutter and Spandrel** shall be made at the Contract unit price bid per **Square Foot (Bid Item 26, 27 & 28)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete work, including all saw cutting and related PCC removals and excavation, subgrade preparation, compaction, grading, backfill, aggregate base material placement and compaction, formwork and adjustment of utility covers to the new grades. No additional compensation will be allowed therefore.

Payment for grind existing PCC shall be included in the bid item **Mobilization/Demobilization including Clearing and Grubbing** as shown in the bid proposal.

### **Minor Concrete Structures:**

Catch basin inlet structures with outlet connection, local depression, junction structures (pipe and box), pipe to box and other transition structures, reinforced concrete box structures, junction structure with manhole, sewer manholes, storm drain manholes, and concrete collars shall be classified as minor structures and shall conform to Sections 201 and 303 of the Standard Specifications with the following additions:

The sizes and placement of all reinforcement shall be as shown on the standard plans or plan details and no substitution shall be allowed unless otherwise directed by the Engineer.

Curing of the minor structures shall be by any method allowed in Section 303-1.10 of the Standard Specifications. Full compensation for curing concrete shall be considered to be included in the contract price per each item and no additional compensation will be allowed.

Payment for metal frame and cover used in the minor concrete structures shall be considered to be paid for in the contract price per each item and no additional compensation will be allowed.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Precast items set on base constructed of cast-in-place concrete shall have either the lower course of precast units set in the concrete base prior to the time of the initial set of the base concrete and shall be worked so that the precast items are firmly embedded in the upper surface of the base concrete, or the precast items shall be set on a full bed of cement mortar. Each precast concrete manhole and/or vault unit shall be set on a full bed of cement mortar unless specifically indicated otherwise.

Precast units shall be subject to inspection both at the time they are delivered at the job site and again after they have been installed in the work. Any units showing evidence of full depth cracks, large chips, exposed reinforced steel, or other imperfections which would impair the usefulness or structural integrity of the items to be constructed will be rejected and shall be removed from the job site by the CONTRACTOR and replaced with acceptable units, all at the expense of the CONTRACTOR.

Manhole frames and covers shall be adjusted to the ultimate finish surface grade upon completion of work. In the event finish surface is higher than the interim pavement surface the CONTRACTOR shall taper the pavement surface to provide a smooth riding surface until ultimate finish surface is placed. Compensation for manhole or vault frame and covers adjustment shall be included in the contract bid price per each item.

Payment for minor concrete structures shall be made per each item or as specified in these special provisions. Said payment shall include full compensation for furnishing all labor, materials (including concrete, reinforcing steel, metal frame and cover, form work, dowels, and any other miscellaneous iron work or steel required), cast iron pipe, excavation, backfill, backfill compaction, tools, equipment, removal and replacement in kind of existing sidewalks and curbs, incidentals, shoring and for performing all work shown on the plans, and no additional compensation will be allowed.

### **Structures:**

Structures shall conform to Section 303 of the Standard Specifications. Reinforcing steel shall be grade 60. Concrete to be used for all manholes shall be a high early strength (7 sack mix with 1% calcium chloride), attaining a 7-day compressive strength of 3,000 psi. The CONTRACTOR shall submit a copy of the certified concrete mix design to the Engineer. No concrete shall be placed prior to the Engineer's written approval of the mix design.

The CONTRACTOR shall make every reasonable effort to construct these structures as expeditiously as possible. Additional cement shall be added to the concrete, not exceeding 700 lb./cy to obtain high early strength, attaining a 7-day compressive strength of 3,000 psi. Temporary bracing shall be placed within the structure to permit backfilling after concrete has set up.

Payment for Structures will be made at the contract price per each item, and includes the structures, complete in place including labor, materials, excavation backfill, and additional cement, when necessary.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 25 - STRUCTURE BACKFILL**

Structure Backfill shall conform to the provisions of Section 300 of the Standard Specifications except as modified herein.

All excavations shall be backfilled as soon as permitted under the specifications so that when the job is closed for the day the open excavation will be kept at a minimum and adjacent utilities will receive a maximum backfill support.

Payment for Structure Backfill and compaction, protection and barricading, and for complying with all requirements of this Article shall be included in the unit price paid for the specified items of construction requiring structure backfill, and shall include full compensation for furnishing all labor, tools, equipment, and materials and doing all work involved, and no additional compensation will be allowed.

### **ARTICLE 26 - MANHOLE AND WATER VALVE CAN ADJUSTMENTS**

All adjustment work shall be performed in accordance with Section 301-1.6 and 302-5.8 of the Standard Specifications with the following modifications and additions:

#### **I. Water Valve Can Adjustment and/or Reconstruction**

Existing water valve cans disturbed by the construction operation or as directed by the Engineer, (due to the variations in trenching style, no attempt on the plans is made to indicate extent of valve can work) are to be adjusted/or reconstructed to finished grade in accordance with the applicable portions of the Standard Specifications and these Special Provisions.

Water valve can reconstruction and/or adjustment shall meet the City of Garden Grove Public Works Department specifications for water systems, specifically Standard Plan B-752 and 753 Gate Valve Can Assembly.

Adjust shall mean to lower or raise existing valve cover and valve can cover to final grade of pavement. When necessary, replace and include in the bid price the cost of new valve can assembly, which is available and can be purchased from Garden Grove Water Department.

Payment for adjusting and/or reconstructing the water valve can to finished grade shall be included in the unit prices paid for the various items of work in the bid proposal. Said payment shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in reconstructing and/or adjusting the valve cans to grade, including all excavation, backfill and replacement of pavement section, and no additional compensation will be allowed.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 27 – ROADWAY EXCAVATION AND SUBGRADE PREPARATION (OUTSIDE OF WORKING TRENCH –T-CUT)**

Excavation and haul away shall be performed in conformance with the applicable portions of Sections 9, 15 and 19 of the Standard Specifications with the following modifications:

Roadway excavation shall include the areas shown on the plans or as determined in the field by the engineer. These excavations shall be to a depth necessary to permit placement of the new pavement section and other structures as shown on the Contract plans.

At the time of construction, additional areas of the street may have failed. These areas shall be removed and reconstructed and as directed by the Engineer. The calculated volume will be added or deleted to the original bid quantities in cubic yards.

The Contractor shall excavate a length of section of roadway not to exceed the amount of removal and placement of aggregate base and asphalt concrete base course that can be completed within the same working day.

Where a join is to be made between existing and new pavement sections, the Contractor shall saw cut the existing section by a method which will leave a uniform pavement and undisturbed base. The preparation of existing pavement, surfacing, or base which is to be either fully or partially salvaged shall be done as shown on the plans or as directed by the Engineer.

The use of pavement breaking equipment (stomper) is not permitted. The cost of saw cutting the existing pavement shall be considered as included in the unit price per cubic yard of roadway excavation.

All excavations shall be backfilled as soon as permitted under the specifications so that when the job is closed for the day, the open excavation will be kept at a minimum and adjacent utilities will receive maximum backfill support.

Subgrade preparation shall conform to the provisions listed under Section 19 5.03 of the Standard Specifications with the following modifications:

When the original ground within 0.5 foot of the grading plane for a width equal to the width of the grading plane has a relative compaction of less than 95 percent, the subgrade shall be prepared and compacted in accordance with the provisions of Section 19 of the Standard Specifications. When the original ground in the shoulder areas within 0.5 foot of finished grade has a relative compaction of not less than 90 percent, said areas shall be compacted to a relative compaction of not less than 95 percent.

Backfill shall be carried up simultaneously and compacted in uniform layers.

The Contractor shall also cut and remove any tree roots encountered within construction limits to at least six (6) inches below the subgrade.

When it becomes necessary to overexcavate, due to buried concrete structures, oversize rocks or boulders, contaminated materials, any soft, spongy or pumping subgrade and other interfering

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

objects, the Contractor shall then overexcavate those areas to a depth and width to be determined by the Engineer. Payment for overexcavation shall be determined from the theoretical volume in cubic yards of overexcavation added to the Contract bid item of roadway excavation. If overexcavation at subgrade is necessary, the Contractor shall not be compensated for the time required to remove undesirable material(s). The time, if required, shall be a part of the Contract bid item of roadway excavation and no additional compensation will be allowed therefore. Aggregate base or asphalt concrete materials shall be used in backfilling of voids left by said removals and quantities will be added to the Contract bid item of aggregate base or asphalt concrete.

The relative compaction of all embankment areas, except shoulder areas, within 0.5 feet of the grading plane shall not be less than 90 percent in lieu of the provisions of Section 19-6.02 of the Standard Specifications requiring not less than 95 percent relative compaction with 2.5 feet of finished grade.

The cost of making compaction tests shall be borne by the City when results indicate compliance with the specifications; otherwise, the expense of such tests shall be borne by the Contractor. All compaction tests shall be conducted by Caltrans Certified Laboratory.

Payment for **Roadway Excavation** shall be made at the contract unit price per **cubic yard** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals used in subgrade preparation, compaction, grading, embankment and backfill, removal, disposal of surplus earth, asphalt concrete, and aggregate base, stockpiling the suitable surplus excavated material, backfilling any suitable surplus material, and backfill and grade preparation, and no additional compensation will be allowed therefore.

The Contractor is also advised that in the excavation areas abandoned utility lines, hidden and abandoned concrete structures, slurry concrete encasement, abandoned storm drain and sewer pipes, concrete slabs and full depth asphalt of unknown thickness may be encountered that will need to be removed and disposed. The Contractor, therefore, shall include in his/her bid the costs for handling, removing and disposing of the above-mentioned conditions in the Contract price per cubic yard of roadway excavation and no additional compensation will be allowed therefor.

### **II. Manhole Adjustment and/or Reconstruction**

Existing manholes disturbed by the construction operation or as directed by the Engineer, are to be adjusted or reconstructed to finished grade in accordance with the applicable portions of the Standard Specifications and these Special Provisions. *(Due to the variations in trenching style, no attempt on the plans is made to indicate extent of manhole adjustment work)*

Manhole adjustment or reconstruction shall be done per the Garden Grove Sanitary District, Standard Plan S-100 and S-103, and/or the Orange County Sanitation City Standard Drawing (S-055) as required.

In areas to be resurfaced, the method of adjusting shall be as follows:

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

- i. Upon completion of resurfacing, circular holes shall be cut in the wearing surface where the manholes exist. Circular hole shall be 24-inches greater than the manhole cover.
- ii. The manhole frame and cover shall then be raised to the proper finished grade, and 12-inch thickness of 470-C-2500 concrete with a maximum slump of 4" shall be placed around the periphery of the manhole to within two inches (2") of finished grade. A 2-inch thickness of asphalt concrete shall then be placed on the PCC to bring surface to finished grade. The requirements for 470-C-2500 concrete can be found in Section 201-1 of the Standard Specifications.

Payment for adjusting or reconstructing manholes due to construction operations to proposed finished grade shall be included in the prices paid for the various items of work in the bid proposal. Said payment shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in adjusting or reconstructing the manhole to grade, including all excavation, backfill, replacement of PCC and pavement section, and no additional compensation will be allowed.

## **ARTICLE 28 - AGGREGATE BASE**

Aggregate base shall conform to the provisions for "Crushed Aggregate Base" as specified in Section 200-2.2 of the Standard Specifications and these Special Provisions. Processed miscellaneous base or asphalt containing base will not be allowed.

Sand equivalent by Test Method No. California 217 shall be a minimum of SE 50.

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

Aggregate base material shall be spread upon prepared subgrade by means of approved spreading devices which will deposit a uniform layer. After spreading as specified above, the material shall be shaped to the requirements of Section 301-2.2 of the Standard Specifications. Motor graders may be used for the aforementioned shaping. Tailgate spreading by dump trucks of material will not be permitted except for spot dumping and in areas not readily accessible to approved spreading devices.

Relative compaction of the aggregate base material shall not be less than 95 percent.

**Payment for aggregate base material and work at the working trench and t-cap/t-cut shall be included in the contract unit price bid per linear foot of Water Pipe (Bid Item 2, 3, 4 & 5) with the other contract items and no additional compensation will be allowed.**

## **ARTICLE 29 - ASPHALT CONCRETE**

The asphalt concrete material used for all areas shall comply with the requirements of the Standard Specifications for Public Works Construction, 2018 (or latest edition). The specific type

**SECTION 7 - SPECIAL PROVISIONS (Continued)**

of material used for each type of construction shall comply with the table below. The contractor may supply asphalt concrete materials containing Recycled Asphalt Pavement (RAP) in accordance with the Standard Specifications except the maximum percentage of RAP shall be limited to 15 percent of the mix for base course asphalt only. No RAP will be allowed in the surface course mix. Asphalt binder content in the pavement shall be determined by the asphalt mix design<sup>o</sup> requirements of the SSPWC, Section 203-6.2, 2018.

Requirement for Asphalt Concrete Material Type			
	Leveling Course	Surface Course	Base Course
Pavement Thickness (inches):	<1	>1 and ≤3	>3
SSPWC Material Type (for use in C2 or ARHM Surface Course) <sup>o</sup> :	DPG*	C2** ARHM***	-
SSPWC Material Type (for use in AC Base, Note: Min. base course thickness is 3") <sup>φ</sup> :	-	-	BPG****

This work shall consist of furnishing and mixing aggregate binder at a central mixing plant and spreading and compacting the mixture to the dimensions indicated on the Plans, shown in these Special Provisions and to the grades as established by the Engineer.

Asphalt concrete shall be **Type III-B2 with no reclaimed asphalt pavement (RAP)** for base course (unless approved by the Engineer/Inspector) and **Type III-C3 with no reclaimed asphalt pavement (RAP) for surface course**.

Asphalt concrete shall be ¾-inch maximum course for base course and ½-inch maximum course for surface courses and shall conform to the applicable portions of Section 39 of the Standard Specifications with the following modifications:

The ¾-inch mineral aggregate for the base course and the ½-inch aggregate for the surface course shall conform to the following grading requirements:

Base Course (3/4" aggregate)			Surface Course (1/2" aggregate)		
Sieve Sizes	Individual Test Result	Moving Average	Sieve Sizes	Individual Test Result	Moving Average
1"	100	100	3/4"	100	100
3/4"	87-100	90-100	1/2"	89-100	95-100
3/8"	50-80	60-75	3/8"	70-94	75-90
No. 4	30-60	40-55	No. 4	44-72	50-67
No. 8	22-44	27-40	No. 8	32-60	38-55
No. 30	8-26	12-22	No. 30	14-38	18-33
No. 200	1-8	3-6	No. 200	0-10	4-8
Asphalt %	±5.4		Asphalt %	±5.8	

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

The **Surface Course** asphalt concrete shall be dense graded with 2% rubber latex. The following requirements shall also apply:

1. Grade for Asphalt binder shall normally be **PG-64-10**.
2. The County of Orange RDMD Materials Lab or approved lab will determine the exact asphalt percentage after the supplier is known.
3. Two percent (2%) rubber latex solids by weight of the asphalt cement shall be added at the Pub Mill with the asphalt cement during the mixing cycle.
4. The CONTRACTOR shall submit the certified mix design to the City of Garden Grove for approval prior to use. No asphalt concrete shall be placed without the Engineer's written approval of the mix design.

The **Base Course** shall have a **viscosity grade of PG-64-10** or as approved by the Engineer. The CONTRACTOR shall submit the certified mix design to the City prior to placement. The base and leveling shall be spread and shaped in layers, and surface courses shall be spread and shaped in layers, with an **asphalt-paving machine**. The base course must be allowed to cool to 150° maximum before placement of the finish course shall begin. Each lane of the surface course, once commenced, shall be placed without interruption.

Asphalt shall not be heated during the process of its manufacture or during construction to cause injury as evidenced by the formation of carbonized particles.

During the process of the work no change affecting the uniformity of the asphalt shall be made in either the source of crude stock or the method of manufacture without notifying the Engineer of such proposed change and obtaining his approval.

Tarpaulins shall be used to cover all loads of asphalt concrete from plant to project site. A steam refined paving asphalt of viscosity grade PG-64-10 shall be used as the asphalt binder. This shall conform to the provisions of Section 203 of the Standard Specifications, amended as follows: The viscosity grade of paving asphalt will be PG-64-10 determined by the Engineer. Grades of asphalt shall conform to the requirements set forth in the following table:



**SECTION 7 - SPECIAL PROVISIONS (Continued)**

Performance Grade Asphalt						
Property	AASHTO Test Method	Specification Grade				
		PG 58-22 <sup>a</sup>	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T48	230	230	230	230	230
Solubility, Minimum % <sup>b</sup>	T44	99	99	99	99	99
Viscosity at 135°C, <sup>c</sup> Maximum, Pa-s	T316	3.0	3.0	3.0	3.0	3.0
Performance Grade Asphalt						
Dynamic Shear, Test <a href="#">Temp. at</a> 10 rad/s, °C Minimum G*/sin (delta), kPa	T315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test, <sup>e</sup> Mass Loss, Maximum, %	T240	1.00	1.00	1.00	1.00	1.00
RTFO Test Aged Binder						
Dynamic Shear, Test <a href="#">Temp. at</a> 10 rad/s, °C Minimum G*/sin (delta) , kPa	T315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T51	75	75	75	75	75
PAV <sup>f</sup> Aging, <a href="#">Temperature</a> , °C	R28	100	100	100	100	110
RTFO Test and PAV Aged Binder						
Dynamic Shear, Test <a href="#">Temp. at</a> 10 rad/s, °C Maximum G*sin(delta) , kPa	T315	22 <sup>d</sup> 5000	31 <sup>d</sup> 5000	28 <sup>d</sup> 5000	22 <sup>d</sup> 5000	34 <sup>d</sup> 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

- a. For use as asphalt rubber base stock for high mountain and high desert area.
- b. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- c. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. Test the sample at 3°C higher if it fails at the specified test temperature. G\*sin(delta) shall remain 5000 kPa maximum
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2872
- f. "PAV" means Pressurized Aging Vessel

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **Construction Methods**

Prior to paving, all vertical faces shall be cleaned and tacked with SS-1h emulsified asphalt prior to the placement of the new asphalt concrete materials.

### **Placing Asphalt Concrete Material**

Asphalt paving shall be applied to the thickness shown on the Plans, as listed above, or per the applicable permit. Asphalt paving shall be installed in accordance with Section 302-5 of the Standard Specifications for Public Works Construction, 2018 (or latest edition) and these Special Provisions. Trench resurfacing shall conform to all applicable portions of Section 306 of the Standard Specifications.

Asphalt concrete base course shall be placed in lifts having a maximum depth of four (4) inches.

The street shall be paved such that the asphalt surface is 3/8" higher than the concrete gutter to facilitate the flow of water from the street to the gutter.

Should the methods and equipment furnished by the CONTRACTOR fail to produce a layer of asphalt concrete conforming to the requirements, including straight-edged tolerance, of Section 302-5.6, "Rolling," of the Standard Specifications, the paving operations shall be discontinued and the CONTRACTOR shall modify his equipment or furnish substitute equipment.

Measurement shall be **in tons of Asphalt Concrete ("A.C.")**. The CONTRACTOR shall furnish a legible copy of a licensed weigh master's certificate showing truckload net weight of asphalt concrete to the CITY Inspector. The labeled certificate must be delivered to the **CITY Inspector** on site on the same day that the asphalt concrete is delivered. If any of these conditions are not met, the CITY will not allow placement of delivered A.C. A.C. placed in excess of the required thickness will not be a part of the pay item. The compaction after rolling shall have a relative compaction of 95%. Prior to placement of asphalt concrete, a minimum 10-ton vibratory roller shall be used to compact the existing native materials and aggregate base to 95 percent minimum relative compaction. The asphalt concrete paving machine will have a vibratory plate in operation during all of the placement operations. In the case that the plate is non-operational the contractor will increase his thicknesses to include an additional 1/8 of an inch for each inch of asphalt concrete material placed

**Payment for Asphalt Concrete work at the trench shall be as included in the contract unit price per linear foot for Water Pipe (Bid Item 2,3,4 & 5)** construction, and shall include full compensation for furnishing all labor, materials (including aggregate, and asphalt binder), tools, equipment and incidentals, and for doing all work involved in furnishing, mixing, hauling, A.C. planing, placing, spreading, shaping and compacting the asphalt concrete, including automatic screed control with the necessary sensing devices, complete in place, as shown on the plans, as specified in these special provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 30 - PAINT BINDER / A.C. TACK COAT**

Paint Binder shall conform to Sections 203, 302, and 400 of the Standard Specifications.

Paint Binder (Asphaltic Emulsion) shall be SS 1 type asphaltic emulsion and applied to conform to the provisions of Sections 203 and 302 of the Standard Specifications.

Asphalt concrete pavement that is constructed directly on existing pavement shall have a tack coat of either PG 64-10 paving asphalt at an approximate rate of 0.05 gallons per square yard or Grade SS-1h emulsified asphalt at an approximate rate of 0.05 to 0.10 gallon per square yard. Uniform placement of tack coat on existing pavement shall immediately precede the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust, when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise authorized by the Engineer.

A similar tack coat shall be applied to the surface of any course, if the surface is such that a satisfactory bond cannot be obtained between it and a succeeding course.

The contact surfaces of all cold pavement joints, curbs, gutters, manholes and the like, shall be painted with either Grade SS-1h emulsified asphalt or PG-64-10 paving asphalt immediately before the adjoining asphalt concrete is placed.

**Payment for paint binder and tack coat shall be included in the Contract unit price per linear foot of Water Pipe (Bid Items 2,3,4 & 5) construction.** Said payment shall include full compensation for furnishing all labor, materials, tools, and equipment and incidentals and for doing all the work involved and no additional compensation will be allowed therefore.

### **ARTICLE 31 – SLURRY SEAL (EMULSION-AGGREGATE SLURRY)**

The work hereon shall include, but not limited to, mixing asphaltic emulsion, aggregate, set-control additives and water and spreading the mixture on a surfacing or pavement where shown on the Plans, as specified in the Specifications and as directed by the Engineer.

The CONTRACTOR shall submit a signed original of a mix design covering the specific materials to be used before work commences. Previous laboratory reports covering the exact materials to be used may be accepted provided that they were made within six (6) months. Once the materials are approved, no substitution shall be permitted.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

The laboratory report shall show the results of tests performed on individual materials, comparing their values to those required by these Specifications. The laboratory report shall include the following information on the slurry seal mixture:

Slurry Seal Consistency	ISSA	T106	2-3 cm
Excess Asphalt	ISSA	T109	50-70 gms/sq ft
Wet Stripping Test	ISSA	T114	Pass
Compatibility	ISSA	T115	Pass*
Quick Set Emulsion	ISSA	T102	Pass**
Wet Track Abrasion	ASTM	D3910	75 gms/sq ft max.

\* Mixing tests must pass at the maximum expected temperature

\*\* Using job aggregates

In addition, the laboratory report shall provide the information on the quantitative effects of moisture content in the unit weight of the aggregate (bulking effect), and the lab report shall clearly show the proportions of aggregate, mineral filler (minimum and maximum), additives and asphalt based on the dry aggregate weight.

Emulsion-aggregate slurry (slurry) shall be a stable mixture of emulsified asphalt, mineral aggregate, water, accelerator or retardant. Slurry materials, mix design, mixing equipment, spreading and application shall meet and conform to Sections 203-5 and 302-4 of the Standard Specifications with the following modifications and additions:

Emulsified asphalt shall be a cationic quick set type CQS-1h or equivalent at the option of the Engineer.

The materials shall be free from vegetable matter and other deleterious substance. Aggregate shall consist of 100% rock dust.

The CONTRACTOR shall schedule and coordinate the delivery of aggregate to the stockpile(s) such that: (1) deliveries originate at the plant and arrive at the stockpile site within normal working hours on the same calendar day, (2) delivery site and project name are explicitly stated on each delivery ticket, (3) successive deliveries on the same calendar day show the accumulative total for that day, (4) copies of all delivery tickets are delivered to the Engineer before the end of the working day, whereas any delivery tickets not so delivered may be rejected by the Engineer.

The grading of the combined aggregate and the percentage of emulsified asphalt shall conform to "Type II" as specified in Section 203-5.3 of the Standard Specifications.

Latex, such as "Ultra Pave 65 VC", shall be added to the emulsified asphalt at the asphalt plant at the rate of 2 parts latex to 100 parts emulsified asphalt by volume. Latex mixed on the emulsified asphalt shall be kept in a suspended state by an agitating mixer every three days.

Additives may be used to accelerate or retard the break-set of the slurry seal, or improved the resulting finished surface. The use of additives in the slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments if required, after prior approval by the Engineer.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Applied slurry seal shall support uncontrolled vehicular traffic within two (2) hours after application. Slurry shall not adhere to and/or be picked up by the tires of vehicles, bleed, ravel separate or show other stress after two (2) hours of application. The CONTRACTOR shall ensure that the used type and amount of retardant for quick setting emulsion will not adversely affect the seal, and will compliance with the above requirement for supporting uncontrolled traffic within two (2) hour after application.

Payment for slurry seal shall be included in the contract price paid per square foot for the Slurry Seal Over Asphalt Concrete. Said payment shall include full compensation for furnishing all labor, materials, tools, and equipment and incidentals and for doing all the work involved and no additional compensation will be allowed.

## **ARTICLE 32 - TEMPORARY RESURFACING**

Temporary resurfacing shall be placed over all backfill in streets or other areas where excavation was made through existing paving and in areas where the CONTRACTOR's operations have resulted in the removal of existing paving.

Temporary resurfacing shall be placed as soon as the backfill is densified to the required relative density or immediately when so directed by the Engineer. Prior to placing the temporary resurfacing, the foundation material (occupying space of permanent surfacing and base material therefore) for the temporary resurfacing shall be densified to produce a firm and unyielding surface, as determined by the Engineer. This shall be accomplished by blading and rolling with an 8-ton tandem roller if the trench is wide enough to accommodate the roller width, or rear wheels of a loaded 5-ton truck, heavy road grader or by other equivalent means acceptable to the Engineer, to a depth of three inches (3") below the grade of the existing pavement.

The subgrade shall be uniformly watered sufficiently to eliminate all dust, but not to such extent as to form mud or pools of water. The street and surrounding area shall be cleared of rubbish and debris. The street shall be swept and the surrounding area shall be cleaned thoroughly.

The temporary resurfacing shall then be spread over the prepared foundation material and rolled with an 8-ton tandem roller in such a manner that after rolling the temporary resurfacing shall present a smooth surface for traffic and shall not be less than three inches (3") in compacted thickness and shall be maintained free from bumps and depressions until permanent resurfacing is placed. The finished surface of said temporary resurfacing shall be flush with the adjoining pavement grade. Temporary resurfacing at major intersections and other critical locations may be greater than three inches (3") as directed by the Engineer.

Upon completion of all the above temporary resurfacing, the surface shall be immediately swept clean of all dust and debris created by this operation. Sweeping shall be done at all times in such a manner as to prevent creation of dust clouds and avoid accumulation of unreasonable amounts of dust on adjacent properties. After the temporary resurfacing has been placed, the CONTRACTOR shall furnish and operate a self-loading motor sweeper with spray nozzles and pick-up broom to clean the streets in the construction area daily.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

The CONTRACTOR shall stockpile enough temporary resurfacing material on the job to insure a ready supply at all times for necessary repairs to the temporary resurfacing already placed.

The temporary resurfacing shall be left in place not more than 30 days unless otherwise permitted by the Engineer, and the permanent resurfacing including wearing surface shall be placed immediately following the removal of the temporary pavement.

Payment for temporary resurfacing conforming to the requirements of this Article shall be included in the bid prices paid for the various contract items of bid, which necessitated installation of temporary resurfacing for their construction under these specifications. No other compensation will be allowed.

## **ARTICLE 33 – TRAFFIC SIGNING, STRIPING, AND PAVEMENT MARKERS**

This work shall consist of furnishing and placing markers, signing and striping to replace those removed as a result of the construction and as shown on the striping plan. This work shall be performed in conformance with the Standard Specifications, the current California Manual on Uniform Traffic Control Devices (MUTCD) and these Special Provisions.

Traffic control provided during installation of pavement markers shall conform to the Work Area Traffic Control Handbook (WATCH). A flashing arrow sign shall be used in conjunction with all other advance warning signs and delineation.

Type “A”, “AV”, “D” and “G” markers shall be placed as required. Fire Hydrant spotter Stimpsonite No. 88 Blue, or approved equal, shall be installed per manufacturer’s instructions and located as directed by the Engineer.

Striping shall confirmed to Section 210, “Paint and Protective Coatings”, and Subsection 310-5.6, “Painting, Traffic Striping, Pavement Markings, and Curb Markings”, of the Standard Specifications, the current California MUTCD, and these Special Provisions.

Paints for traffic striping shall be either rapid dry white conforming to State Specifications 8010-81D-04, or rapid dry yellow conforming to State Specifications 8010-81D-05, in accordance with the color stipulated on the plans or as directed by the Engineer.

Paint shall be applied in two (2) equal thicknesses totaling the minimum required wet film thickness indicated in Subsection 310-5.6.5, “Traffic Stripes and Markings”, of the Standard Specifications. A minimum period of 14 days shall be allowed between the two applications of striping, or as directed by the Engineer.

Delete Paragraph 1 of Subsection 210-1.6.5, “Reflective Material”, of the Standard Specifications, and add the following:

Reflective material shall consist of glass beads added to the surface of each coat of paint prior to setting, so that the beads will have proper adhesion. Special care shall be taken with rapid dry paint and thermoplastic material.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Delete Paragraph 1 of Subsection 310-5.6.7, "Layout, Alignment and Spotting", of the Standard Specifications, and add the following:

The CONTRACTOR shall perform all layout, alignment and spotting. The CONTRACTOR shall be responsible for the completeness and accuracy of all layout, alignment and spotting. Traffic striping shall not vary more than ½ inch in 50 feet from the alignment shown on the plans.

Pavement markings including crosswalk lines and arrows shall be thermoplastic per the Standard Specifications and these Special Provisions.

Posts for roadway signs shall be 2-inch square perforated steel rectangular tubing in accordance with City Standard Plan B-305, except as shown on the plans or as directed by the Engineer.

The face of roadway signs shall be treated with High Intensity Prismatic Vinyl Sheeting (3M, Avery Denson, or approved equal). Anti-Graffiti Sheeting (3M 1160 or approved equal) shall also be applied. The exposed fastening hardware on the face of signs shall be painted, using touch-up enamel that matches the background.

Payment for traffic signing, striping, and pavement markers shall be included in the **Lump Sum Bid for Traffic Control**. Said payment shall include full compensation for furnishing all labor, materials (including paint and glass beads), raised markers, adhesive, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe), pavement markings including any necessary cat tracks, dribble lines and layout work, and traffic signs, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer. Removal of all existing stripes and pavement markers not conforming to the striping and signing plan shall also be included in the contract price per lump sum and no additional compensation will be allowed.

## **ARTICLE 34 - RIDE QUALITY STANDARD**

If, in the opinion of the City Engineer, the ride quality of the final asphalt concrete is not acceptable, the CONTRACTOR shall, within thirty (30) calendar days of placement of the final paving surface, have the surface profiled using a California Profilograph in accordance with California Test 526 and provide the CITY with an original profile graph.

The cost for this work shall be included in the various contract items of work and no additional compensation will be allowed.

The time allotted for the Profilograph and any surface repair (as indicated by the Profilograph) shall be included in the Contract Time for this project and in accordance with the respective Alternate and no additional time or compensation will be allowed.

If the finished surface of the asphalt concrete does not meet the specified surface tolerance, one-quarter inch per twelve feet (1/4" per 12'), it shall be brought within tolerance by either (1) abrasive grinding, or (2) removal and replacement. The Engineer will select the method. The corrective work shall be at the CONTRACTOR's expense.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

If abrasive grinding is used, the method must be performed with grinding equipment utilizing diamond-cutting blades to bring the finished surface to specified surface tolerance. Additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance. A fog seal coat shall be applied to the grounded areas in accordance with the provisions in Sections 203 and 302 of the Standard Specifications. The corrective work shall be done prior to final painting of traffic lanes and after "cat" tracking.

**The cost for this work shall be included in the various contract items of work and no additional compensation will be allowed therefore.**

### **ARTICLE 35 – POLYVINYL CHLORIDE (PVC) DOMESTIC WATER PIPE**

All PVC pipe for domestic water construction shall comply with AWWA C900, AWWA C-905 and Section 2-02 and all other applicable sections of the City of Garden Grove Water Services Division Standard Specifications (WSDSS). All ductile iron fittings shall conform to AWWA C110 (or AWWA C153) and Section 2-08 of WSDSS and shall be double-wrapped in a polyethylene protective wrapping per AWWA C105 and Section 2-01.04 of WSDSS.

Payment for PVC pipe shall be made at the contract price per linear foot for PVC C900 or C-905 CL 200 pipe. Said payment shall include all labor, materials, tools, equipment, including potholing all existing utilities along the proposed alignment, excavation and removals, subgrade preparation, removing interfering portions of abandoned utilities, and laying of pipes at grade, bedding, aggregate base, asphalt concrete, maintenance and protecting in place of all utilities and storm drain facilities, disposal of excavated materials and excess materials, backfill, compaction, bends, tees, fittings, restraint methods, and all other labor, equipment, and materials required for the construction of PVC C900, OR C-905 CL 200 pipe complete-in-place, and no additional compensation will be allowed.

### **ARTICLE 36 – GATE VALVE**

Installation of all gate valves shall comply with AWWA C509 and Section 2-05 and all other applicable sections of the City of Garden Grove Water Services Division Standard Specifications (WSDSS), including valve boxes.

Payment for Gate Valves shall be made at the contract price per each for all Gate Valves. Said payment shall include all labor, materials, tools, equipment, required for the installation of Gate Valves complete-in-place, and no additional compensation will be allowed.

### **ARTICLE 37 – WATER SERVICE LINE**

Reconnection of all water service laterals shall comply with Section 2-10 and all other applicable sections of the City of Garden Grove Water Services Division Standard Specifications (WSDSS).



## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Includes removing paving or other surface material, potholing, excavating trench across right-of-way or excavating bore pit and bore in service, removing existing meter box, installing service saddle, corp. stop or valve, tapping the main and installing service pipe and fittings (short or long laterals), tracer wire, angle meter stop, meter, meter antenna, meter box with pad, backfilling trench or boring pit by mechanical compaction or a hand tamper, and installing temporary and permanent asphalt concrete or concrete paving, restoring sidewalk and restoring any other physical features affected by the work as required by City Standard Plan B-721 (exclude note 4) and B-718, the plans and specifications, where the replacement meter box location is within three (3) feet of the existing meter box being replaced and the customer's line shall be adjusted under **Bid Item 16**, including connecting to the meter. Where the replacement meter box location is three (3) feet to ten (10) feet of the existing meter box being replaced and the customer's line shall be adjusted under **Bid Item 15**, including connecting to the meter. Disinfect and flush service and transfer existing meter to new service. Upon completion of change over, Contractor shall verify the water service is operable. Contractor shall make contact with customer at time of changeover through a written notice of planned disruption of service. GSWC will give customer written notice of planned disruption of service.

Water service installed on an existing water main shall include any required disinfection and pressure testing.

The costs associated with the removal or abandonment of an existing service, where that service is located on a main to be abandoned, and a separate bid item has not been provided shall be included in this bid item. Where the service to be removed or abandoned is on a main not scheduled to be abandoned, or the service is not scheduled to be replaced, a separate bid item, The Contractor shall excavate the service at the meter box and cut the service pipe at a depth of approximately 18-inch in depth below grade, crimp the remaining service and cut off service pipe and curb stop as approved City prior to properly disposing. All excavated areas shall be restored including backfilling, compacting, temporary and permanent paving, sidewalk, and any other physical features affected by the work as required by the governing agency encroachment permit. Refer to the Service Survey Report for the required work.

Payment will be based on an estimate of the percentage of work completed in place

Payment for Water Service Laterals shall be made at the contract price per each for all Water Service Laterals (Bid Item 15 and or 16). Said payment shall include all labor, materials, tools, equipment, required for the reconnection of Water Service Laterals complete-in-place, and no additional compensation will be allowed.

## **ARTICLE 38– FIRE HYDRANT**

Furnishing and installing a new fire hydrant shall comply with Section 2-07 and all other applicable sections of the City of Garden Grove Water Services Division Standard Specifications (WSDSS). It includes removing pavement or other surface material, potholing, excavating trench, installing main line fitting (tee/tapping sleeve), tapping valve/ gate valve, ductile iron fittings, thrust blocks, and appurtenances from the point

Payment for Fire Hydrant Laterals shall be made at the **contract price per each for all Fire Hydrant Laterals**. Said payment shall include all labor, materials, tools, equipment, required for the reconnection of Fire Hydrant Laterals complete-in-place, and no additional compensation will be allowed.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

### **ARTICLE 39 – MAINTAINING WATER SERVICE**

The CONTRACTOR shall maintain the supply of water to customers at all times except for the time necessary to make connections to the existing water mains and the reconnection of the individual services to the new 8/12-inch water mains. The sequencing will need to be coordinated with the CITY a minimum of seven calendar days prior to beginning any connections and/or shut downs of existing water mains. The CONTRACTOR shall maintain continuous fire protection at all times during the construction of the project. It is the CONTRACTOR's responsibility to provide advance notification to and coordinate the construction with the Garden Grove Fire Department.

The CONTRACTOR will maintain the supply of water to customers and the fire protection by installing a temporary bypass system during construction. The CONTRACTOR shall provide all necessary piping, fittings, hoses, and any other appurtenances necessary to construct the bypass to maintain a constant supply of water. The temporary bypass piping and appurtenances shall be suitable for potable water. All bypass facilities shall be disinfected after installation and prior to placing in operation. Pressure test is not required, but the piping and connections shall not leak. All visible leaks shall be repaired immediately.

### **ARTICLE 40 – WATER SYSTEM FLUSHING, HYDROSTATIC PRESSURE TESTING, AND DISINFECTION**

Disinfection of all Water Pipe shall be by liquid Chlorination only. All water mains, water services, attached appurtenances and connections shall be tested, disinfected, and flushed per Section 3-11 and all other applicable sections of the City of Garden Grove Water Services Standard Specifications (WSDSS).

In addition, water system flushing shall be restricted to the hours between **12:00 A.M. to 5:00 A.M.** and shall not be more than 1,200 feet at any one time. The project area is within a **Flood Hazard Area (OCFCD28)**, flushing shall be performed in a manner that avoids flooding. Proper equipment to prevent flooding shall be on site at all times. Flushing should never occur right before start of construction sufficient time must be allowed for all flow from flushing to properly drain. Maps of drainage facilities in Orange County can be found in the OC Infrastructure Programs webpage ([Drawings & Maps | OC Infrastructure Programs California \(ocpublicworks.com\)](https://ocpublicworks.com)). Initial flushing shall be done prior to hydrostatic pressure testing, follow by chlorination.

Full compensation for conforming to the requirements of this Article is included in the **price bid per linear foot of Water Pipe**, and no additional compensation will be allowed.

### **ARTICLE 41 – ABANDONMENT AND REMOVAL OF CONDUITS AND STRUCTURES**

When water main is to be abandoned and/or removed within specified limits, all structures and appurtenances within said limits shall also be abandoned and/or removed. The abandonment and/or removal of conduits and structures shall be done per the Plans.

## **SECTION 7 - SPECIAL PROVISIONS (Continued)**

Payment for abandonment and/or removal of conduits and structures shall be considered as included in the contract price paid per linear foot for the Abandon In Place or Remove Existing Mains. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for performing all work involved, and no additional compensation will be allowed.

### **ARTICLE 42 – CHANGEABLE MESSAGE BOARDS**

Four (4) portable changeable message boards shall be installed by the Contractor at least two weeks in advance of the start of construction. Contractor shall coordinate with the City for verbiage to be programmed on message board as well as the location of message boards. Message boards shall be the portable type and trailer mounted. Message boards shall be energy efficient with full matrix display and self powered (battery and solar powered).

Payment for the installation of the four changeable message boards shall be included in the **Lump Sum Bid for Traffic Control**. Said payment shall include all labor, materials, tools, equipment, including message board, appurtenances, complete and in place, to the satisfaction of the Engineer, and no additional compensation will be allowed.

### **ARTICLE 43 – PERMITS AND IMPLEMENT RULE 1166**

It is the CONTRACTOR's responsibility to procure the encroachment permit and pay the requested permit fees within two weeks of the Notice to Proceed. The CONTRACTOR is responsible for all the permit requirements, including arranging for the inspections. The CONTRACTOR shall also be responsible for all the requirements of South Coast Air Quality Management Rule 1166. Full compensation for conforming to the requirements of this Article shall be considered as included in the **contract price paid for implementing rule 1166 and obtaining Permits** and no additional compensation will be allowed.

### **ARTICLE 44 - COMPLETION AND ACCEPTANCE**

Upon receipt of the CONTRACTOR's written assertion that the work has been completed, the Engineer or his authorized representative will inspect the work for acceptance. Thereby a "punch list" is prepared and submitted to CONTRACTOR for compliance and/or repair.

The project is considered certifiable for completion; when all liens and/or claims for labor, materials, tools and equipment has been paid for and all liens and/or claims releases are received by the CITY, when all contract items of work have been completed, including changes to the plan in an acceptable workmanship; when all repairs to damages of existing utilities, appurtenances and improvements has been completed and accepted by the respective owners; when all survey monuments and other survey markers has been re-set and copy of center line ties been submitted; when the project site and all ground occupied by the CONTRACTOR left in a neat and presentable condition. The street shall be swept and washed with water. The CONTRACTOR prior to acceptance by the Engineer must complete all corrections noted in the "punch list".

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

**SECTION 7 - SPECIAL PROVISIONS (Continued)**

**SECTION 7 - SPECIAL PROVISIONS (Continued)**

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APPENDIX A: CITY OF GARDEN GROVE  
WATER SERVICES DIVISION STANDARD  
SPECIFICATIONS / STANDARD PLANS &  
EXHIBIT “B-1”, “B-2”







**APPENDIX B: ADDITIONAL INSURED**  
**ENDORSEMENT**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

SAMPLE

**APPENDIX C: WATER SERVICE AND METER**  
**SURVEY REPORT**