

**NOTICE TO CONTRACTORS,  
SPECIAL PROVISIONS, AND CONSTRUCTION CONTRACT  
FOR  
TENNIS COURT LIGHTING PROJECT NO. 2022-03**

**BEAR MOUNTAIN  
RECREATION AND PARK  
DISTRICT**

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**NOTICE TO CONTRACTORS**

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**Sealed proposals for the work shown on the plans entitled:**

**TENNIS COURT LIGHTING PROJECT  
PROJECT NO. 2022-03**

Bids will be received at the Bear Mountain Recreation and Park District office, 10300 San Diego Street, Lamont, CA 93241 until **6:00 P.M. on August 15, 2022**, at which time they will be publicly opened and read aloud at said address. Any Protest regarding the award of the contract must be submitted pursuant to the instructions stated in the special provisions.

**GENERAL WORK DESCRIPTION:**

The scope of work, in general, includes, but is not limited to, supply of electrical plans, removal of existing light poles, supply and installation of metal back board with security doors galvanized coated with one (1) 3 phase breaker panel, one (1) astrological clock, lighting relays, and new irrigation control panel inside, Supply and install all underground conduit and wire including trench and backfill, Supply and install ten (10) concrete light standards, ten (10) 22 foot light poles and twenty-four (24) 300 watt LED flood lights with four ( 4) lights shining east towards the basketball court.

Project Location: 10300 San Diego Street, Lamont, CA 93241

The District's estimate for this project is **\$128,379.00**

The time of completion shall consist of: **30 Working Days**

**BID INFORMATION:**

Bids are required for the entire work described herein. The District reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

A pre-bid meeting is scheduled for this project on July 6, 2022, at 10:00 am at the Project Location.

The District reserves the right to reject any and all bids or to waive any minor defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the District elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Attention is directed to the requirements specified in Section 3-1.06, "Contractor License", of the Standard Specifications. The Contractor shall possess a valid California Class "A" Contractor's License, or a combination of all other classes required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract.

Plans, specifications and proposal forms for bidding this project can be obtained directly from the District Manager at 10300 San Diego Street, Lamont, CA 93241, Telephone (661) 845-0757. A non-refundable fee of forty dollars (\$40.00) per bid set will be charged if picked up, or fifty (\$50.00) per bid set if mailed. Alternatively, bidders may download an electronic copy of the bid set free of charge from the District's website at:

- <https://www.bearmtnprk.com/future-proposed-projects>

The District reserves the right, during the bid process and prior to the deadline for submitting bids, to issue one or more addenda, clarifications, or other communication concerning the bid process, including possible changes as to the time, place, and manner for submitting bids. The District will provide this information to any potential bidder who has obtained a bid package directly from the District. The District will also provide notice of the availability of revisions/addenda to any potential bidder who has obtained a bid package electronically from a contractor bid room or other source, if that bidder has provided a request for revisions, including the bidder's name, company, mailing address, phone number, email or fax number and the project name that the bidder is requesting notifications for. The request for revisions shall be submitted as soon as possible, but no later than five (5) business days prior to the date specified for opening bids in the manner described below:

- Emailed: To the attention of the Project Manager at: [zanthony60@gmail.com](mailto:zanthony60@gmail.com)
- Mailed: To the attention of the Project Manager, Bear Mountain Recreation and Park District, 10300 San Diego Street, Lamont, CA 93241

Bidders who do not purchase bid documents directly from the District, but who have requested to receive revisions as described above, shall only receive email notices of the availability of revisions/addenda. It shall be the bidder's responsibility to access the actual revisions/addenda as electronic copies from the District's website.

The District will also endeavor to provide such revisions/addenda to any contractor bid room which has requested copies of the bid documents. The District takes no responsibility for notifying a bidder who does not obtain bid documents from the District or does not provide the specified request for revisions to the District. Such bidder may be found non-responsive if that bidder fails to acknowledge, as set forth herein, any addenda or does not take into account any additional information provided by the District.

All questions concerning this project shall be provided in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for opening bids. Questions received less than five (5) working days before the date specified for opening bids may not be answered. All questions must be received by the District, in the manner described below.

- Emailed: To the attention of the Project Manager at: [zanthony60@gmail.com](mailto:zanthony60@gmail.com)
- Mailed: To the attention of the Project Manager, Bear Mountain Recreation and Park District, 10300 San Diego Street, Lamont, CA 93241

Bidders are responsible to confirm receipt of written questions by the District. Additionally, the District will answer a bidder's question only if the bidder provides the District a means for a response, including a telephone number, address, and fax number.

Bid Bonds shall be required for this project. The successful bidder shall be required to furnish a Payment Bond and a Performance Bond and certificates of liability and property damage insurance. The amounts of liability and property damage insurance will not be less than the amounts shown in the Contract and shall also include the endorsements specified.

Bidders are urged to obtain DBE participation on this project.

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

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages for Kern County have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this project, may be examined at the District office and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished will apply to work done under this Contract.

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

Dated: \_\_\_\_\_, 2022

LORENA CERVANTES  
GENERAL MANAGER  
BEAR MOUNTAIN  
RECREATION AND PARK  
DISTRICT

**BEAR MOUNTAIN  
RECREATION AND PARK  
DISTRICT**

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**SPECIAL PROVISIONS**

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**TENNIS COURT LIGHTING PROJECT NO.  
2022-03**

**INSTRUCTIONS TO BIDDERS**

**1. BIDDER'S REPRESENTATIONS**

Each bidder by submitting a bid represents that:

- 1.1. The bidder has read and understands the bid package and the bid is in accordance with all of the requirements of the bid package and applicable law.
- 1.2. Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
- 1.3. The bidder understands that quantities of unit price items may vary from the estimates provided in the Special Provisions, proposal, technical specifications, and construction contract.
- 1.4. Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed to ensure that the Project work may be performed for the amount bid.
- 1.5. The bidder has informed the District in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

**2. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE**

- 2.1. Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the District in writing as soon as reasonably possible, but no later than five (5) working days before the date specified in the bid opening. Such notice shall be sent as specified in the Notice to Contractors for questions concerning the bid package. Questions received less than five (5) working days before the time specified for opening bids may not be answered.
- 2.2. Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by the District Manager and transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by the District Manager and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid

non-responsive.

- 2.3. The District takes no responsibility for notifying a bidder who does not obtain bid documents from the District or does not provide the specified Request for Revisions statement to the District. Such bidder may be found non-responsive if that bidder fails to acknowledge, as set forth herein, any addenda or does not take into account any additional information provided by the District.
- 2.4. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by the District Manager and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

### **3. PRE-BID ACCESS TO THE SITE**

- 3.1. A pre-bid meeting is scheduled for this project on July 6, 2022, at 10:00 am at the Project Location. Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.
- 3.2. Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the District at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the District and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining District approval. The District may require bidders to execute an access agreement or encroachment permit prior to approving testing at the Project site. Once approved testing is complete, bidders shall fill all trenches or holes, restore all pavements to match the existing structural section, and otherwise clean up and restore the test site to its pre-test condition solely at the bidder's expense.
- 3.3. The Bidder's attention is directed to the requirements of Section 2-1.30, "Job Site and Documentation Examination," of the Standard Specifications and these Special Provisions.

### **4. BIDDING PROCEDURE**

- 4.1. Bids shall be delivered to the District Office, 10300 San Diego Street, Lamont, CA 93241, no later than the time and date specified in the Notice to Contractors. Bids will be opened and read publicly at that time. Bids that are submitted late according to the time shown on the official bid clock located in District Office will be returned unopened. Telephones for use by bidders are not available at the District office.
- 4.2. In accordance with California Public Contract Code Section 20170, bids must be presented under sealed cover. Bids must be submitted using the proposal forms furnished with the bid package. Bids must include all documents provided in the Proposal. Bids must bear the bidder's

legal name and be signed by a representative authorized to bind the bidder. Bids shall be typed or written in ink. Corrections may be made if initialed by the bidder. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the proposal forms furnished with the bid package may be deemed non-responsive.

- 4.3. Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of the District, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.
- 4.4. No person, firm, corporation, partnership, or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.
- 4.5. In accordance with California Public Contract Code Section 20171, all bids must include one of the forms of security specified in Caltrans Standard Specifications in an amount of at least ten (10) percent of the total of the bid prices. Bidders that elect to provide bidder's security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder's security is tendered as a guarantee that the successful bidder, if awarded the Project contract, will execute and submit to the District all required bonds, certificates of insurance, and completed contract forms and enter into a contract with the District within ten (10) working days of receipt of the Notice of Award. The bidder's security of any successful bidder that fails to do so will be forfeited to the District. All bidders' security not forfeited to the District will be returned once a successful bidder provides all required documents and enters a contract with the District in accordance with all applicable bid package requirements. Forfeiture of the bidder's security to the District will not waive or otherwise limit any other remedy available to the District under applicable law.
- 4.6. In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice to Contractors, all Project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening, or, if the Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's license number and license expiration date on the proposal cover page under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties. In addition, all licenses shall remain in effect throughout the term of the contract.
- 4.7. Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the District. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in

accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety-day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100 and following. Any other bid withdrawal will result in forfeiture of the bidder's bid security to the District.

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

## **5. BID PROTESTS**

Any protest of the proposed Project award must be submitted in writing to the District no later than 5:00 PM on the third business day following the date of the bid opening.

- 5.1. The initial protest must contain a complete statement of the basis for the protest.
- 5.2. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 5.3. The party filing the protest must concurrently transmit a copy of the initial protest to the apparent low bidder.
- 5.4. The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 5.5. The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 5.6. The District shall review all timely protests prior to award of the Project. The District shall not be required to hold an administrative hearing to consider any protest but may do so at its option. At the time of the Board of Director's consideration of the Project award, the Board of Directors shall also consider the merits of any timely protests. The Board may either reject the protest and award to the lowest responsible bidder or accept the protest and award the bid to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of the Board's right to reject all bids.

## **6. AWARD**

- 6.1. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution", and Section 4, "Beginning of Work, Time of Completion and Liquidated



Damages,” of these Special Provisions.

- 6.2. In accordance with applicable law, the District reserves the right to reject any or all bids and to waive any informality in any bid. The District reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the District elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and those additive or deductive alternate items listed in the Proposal. In accordance with the contract documents and other applicable law, the District may add or deduct items of work from the Project after the lowest responsible bidder is determined.
- 6.3. The contract shall be awarded, if an award is made, to the lowest responsible bidder within 90 calendar days from the date bids are publicly opened and declared. If the award is not made within that period, all bids submitted are deemed rejected by the governing body.

A contract shall exist between the Contractor and the District when all of the following steps have been completed.

- (a) Award of the contract by the governing body.
- (b) Execution of a written contract by the Contractor within ten (10) working days of receipt of written notice of award.
- (c) Delivery by the Contractor to the District, the Faithful Performance and Labor and Materials bonds required herein, within ten (10) working days of receipt of written notice of award.
- (d) Delivery by the Contractor to the District, all District-approved Insurance Policies, on the appropriate forms, as required, within ten (10) working days of receipt of written notice of award.

Contractor shall execute a written agreement with the District using the form set forth hereafter.

- 6.4. The successful bidder and any subcontractors and others engaged in performance of the Project shall have valid local business licenses, as applicable, before commencing work on the Project.
- 6.5. Upon verifying that the successful bidder has provided complete, executed copies of all documents specified necessary to execute the contract and an authorized District representative has signed the contract, the District will issue a Notice to Proceed in accordance with Section 4, “Beginning of Work, Time of Completion and Liquidated Damages,” of these Special Provisions. The number of days within which the Project must be complete begins to run on the project commencement date.

## **7. PRICING**

- 7.1. Inconsistency of bid unit items, item prices, and/or totals shall be resolved in accordance with the requirements specified in the Proposal.
- 7.2. Any federal, state, or local tax payable on articles to be furnished for the Project shall be

included in the lump sum total bid price and paid by the Contractor under the contract.

## **8. QUANTITIES**

- 8.1.** Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The District does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the District and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.
- 8.2.** The District may amend, decrease or increase the Project work in accordance with the bidding package and the contract documents. If the District amends, decreases or increases the Project work prior to award of the Project, each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

## **9. SUBSTITUTION OF “OR EQUAL” ITEMS**

- 9.1.** In accordance with California Public Contract Code Section 3400 concerning the submittal of an “or Equal” product, bidder’s attention is directed to the requirements of Section 2-1.02, “Required Listing of Proposed Products “or Equals” with Bid Proposal” of these Special Provisions, and the Proposal.

## **10. SUBCONTRACTING**

- 10.1.** Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and the following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name, business location, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrications and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or one thousand dollars (\$1,000), whichever is greater.
- 10.2.** In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the

District in accordance with Section 4107 and following of the California Public Contract Code.

**10.3.** Bidder's attention is directed to the requirements specified in "Subcontracting," of these Special Provisions and the Proposal.

## **11. ASSIGNMENT**

**11.1.** Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of the District. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.

**11.2.** Bidder's attention is directed to the requirements specified in Section 5-1.12, "Assignment," of the Construction Specifications.

## **12. BONDS**

**12.1.** The successful bidder shall submit to the District a performance bond within ten (10) working days of receiving written notice of award. The successful bidder shall submit to the District a payment or labor and materials bond within ten (10) working days of receiving written notice of award. District shall retain the Performance Bond for a one-year guarantee period from the date of the District's acceptance of the work. All Project bonds shall be executed using the forms provided in the bid package.

**12.2.** The bonds shall be obtained from a California admitted surety that is licensed by the State of California to act as a surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by District.

**12.1.** In accordance with California Civil Code Section 9550, labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 9100 for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code) in accordance with the requirements of California Civil Code Section 9554.

**12.2.** The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.

**12.3.** Bidder's attention is directed to the requirements specified in Section 3-1.05, "Contract Bonds," and "Warranty," of these Special Provisions, and the Contract.

## **13. LABOR LAWS**

**13.1.** Bidders must comply with applicable provisions of the California Labor Code.

**13.2.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Project.

- 13.3.** In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, the District has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for Kern County are on file at the District offices. These wage rates are not included in the Special Provisions but will be made available on request.
- 13.4.** In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.
- 13.5.** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 13.6.** Bidder's attention is directed to the requirements specified in "Prevailing Wage, "Labor Nondiscrimination," and "Labor Code Requirements," of these Special Provisions, and Section 7-1.02K, "Labor Code", of the Standard Specifications.

#### **14. GENERAL SPECIFICATIONS AND PLANS**

- 14.1. General.** The work embraced herein shall be done in accordance with the Project Plans, Standard Specifications and Standard Plans dated 2018 of the Department of Transportation, and in accordance with the following Special Provisions.

Amendments to the Department of Transportation's Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components" of the Standard Specifications and are included as Attachment A to these Special Provisions. Whenever either the term "Standard Specification is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text following said term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the District's Improvement Standards, and these Special Provisions, the Special Provisions shall govern, take precedence over, and be used in lieu of such conflicting portions. The Department of Transportation's Standard Specifications and Standard Plans shall govern the District's Improvement Standards.

Units in the United States Standard Measures shall apply to this contract.

**14.2. Revised Standard Specifications and Standard Plans.** All references to the Department of Transportation’s Standard Specifications and Standard Plans shall be considered to include any revisions issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions.

Revised Standard Specifications and Standard Plans can be found on the Caltrans website as provided in the following link: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>.

**14.3. Definitions and Terms.** As used herein, unless the context otherwise requires, the following terms have the following meaning:

District: Bear Mountain Recreation and Park District.

District Office: The District building located at 10300 San Diego Street, Lamont, CA 93241.

Contract Documents: All of the written matter describing the contemplated work, including the Plans, Special Provisions, Improvement Standards, Bonds, Agreement, and any approved Change Orders.

Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the District to test materials and work involved in the Contract, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the District.

Standard Plans: The 2018 edition of the Standard Plans of the State of California, Department of Transportation including any revisions to the Standard Plans issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the District or it's corresponding agency, office, or officer acting under this contract.

Standard Specifications: The 2018 edition of the Standard Specifications of the State of California, Department of Transportation including any revisions to the Standard Specifications issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the District or its corresponding agency, office, or officer acting under this contract.

Working Day: Monday through Friday, except holidays, from 7am to 7pm, or as further specified in these Special Provisions.

Contractor’s attention is directed to the definitions and terms specified in Section 1, “Purpose and Definitions,” of the Design Standards and Section 1, “Purpose and Definitions,” of the Construction Standards.

## **15. BIDDING**

**15.1. General.** The bidder's attention is directed to the provisions in Section 2, "Bidding," of the

Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Each proposal shall include unit costs, and total costs for the base bid.

Bidders are required to specify a physical business street address to receive certified mail in accordance with the Proposal.

The District shall be notified in writing a minimum of thirty (30) days in advance of any changes of address.

In addition to the subcontractors required to be listed in conformance with, "Subcontractor List," of these Special Provision, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. The listing subcontractor shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

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

In conformance with Public Contract Code Section 7106, a Non-Collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-Collusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on any future public works contracts.

**15.2. Required Listing of Proposed Products "Or Equals."** On the sheet provided herein, to be submitted as part of the proposal, the bidder shall list each proposed substitution of an "equal" product. The bidder shall identify the proposed substitution by the section of the specifications that specifies the product, the name of the product proposed to be substituted out, and the name and manufacturer of the product proposed to be substituted. Prior to the award of the Contract and upon the request of the District, the bidder shall submit the written request for substitution within three (3) days. The request shall be accompanied by evidence satisfactory to the District

that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the bidder. Failure to submit the information as requested by the District shall be deemed a voluntary withdrawal of the proposed substitution.

No requests for any substitution shall be allowed unless listed on the sheet provided. No requests for substitution shall be allowed after the opening of the bid. Requests for substitution shall be reviewed and considered by the District promptly after the award of the contract to the lowest responsible Bidder. In its sole discretion, the District may request additional information about the proposed substitution.

The decision by the Project Manager as to whether a proposed substitution is an "Equal" product shall be made by the Project Manager based upon the information submitted and will be final.

The Project Manager will be the sole judge as to whether a proposed substitution is an "Equal" product. The Project Manager's decision will be made based upon the information submitted and will be final.

A sheet for listing the proposed substitutions of an "Equal" product, as required herein, is included in the Proposal.

**15.3. Subcontractor List.** Contractor's attention is directed to the requirements of "Subcontractor List" of the Standard Specifications, the Proposal, and these Special Provisions.

In addition to the Subcontractors required to be listed, each proposal shall have listed herein the name and address, and license designation number of each Subcontractor to whom the bidders proposes to directly subcontract portions of the work. The list of Subcontractors shall also set forth the portion of work that will be done by each Subcontractor listed.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

**15.4. Bidder's Security.** The form of Bidder's Bond mentioned in "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal annexed hereto.

**15.5. Non-Collusion Affidavit.** In accordance with Public Contract Code 7106, a Non-Collusion Affidavit is included in the proposal.

## **16. CONTRACT AWARD AND EXECUTION**

**16.1. GENERAL.** The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications, "Award," of the Instruction To Bidders of these Special Provisions, and these Special Provisions for the requirements and conditions concerning submittal of DBE information, award, and execution of contract.

Bid protests are to be delivered to the following address:

**Bear Mountain Recreation and Park District  
10300 San Diego Street  
Lamont, CA 93241**

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid

complies with all the requirements prescribed.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) 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.

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Bear Mountain Recreation and Park District, 10300 San Diego Street, Lamont, CA 93241.

**16.2. Award of Contract.** The District reserves the right to reject any and all bids or to waive any minor defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the District elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

**16.3. Contract Bonds.** Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the City Manager, and that all materials and workmanship will be free from original or developed defects. This Performance Bond must remain in effect until the end of all warranty periods set forth in the Special Provisions. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. This Payment Bond shall be maintained by the Contractor in full force and effect until the work is accepted by the District and until all claims for materials and labor are paid, and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to the District Attorney.

Should any bond become insufficient, the Contractor shall renew the bond within ten (10) working days after receiving notice from the District.

Should any Surety at any time be unsatisfactory to the District, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under said agreement until a new Surety shall qualify and be accepted by the District.

Changes in said agreement of extensions of time, made pursuant to the agreement, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.



## **17. BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES**

**17.1. General.** Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications, and "General Requirements," of these Special Provisions.

The Contractor shall begin work by the date identified in writing in the Notice to Proceed by the District and shall diligently prosecute the same before the expiration of

### **30 Working Days**

beginning on the first day of work or the date stated in the Notice to Proceed, whichever comes first.

The Contractor shall pay to Bear Mountain Recreation and Park District the sum of \$500 per day, as liquidated damages, for each and every calendar day delay in finishing the work in excess of the working days prescribed above. At the District Manager's option, said sum may be deducted from any payment due to or to become due the Contractor.

The 72 hours advance notice before beginning work specified in Section 8-1.04, "Start of Job Site Activities," of the Standard Specifications is changed to 5 days advance notice for this project.

**17.2. Holidays.** Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the day after Thanksgiving day and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

**17.3. Winterization.** The Contractor shall, at his sole expense, winterize the project if construction activities are not completed by October 15. The Contractor shall winterize the project in conformance with the requirements of "Water Pollution Control," of these Special Provisions for all construction activities that take place between October 15th and May 1st. An acceptable winterization plan shall be submitted to the District no later than October 1st for his review and acceptance.

The Contractor's winterization plan is required for all construction activities that take place between October 15th and May 1st and shall be in conformance with the requirements of "Water Pollution Control," of these Special Provisions.

The intent of winterization is as follows:

- To assure that erosion of earthen materials is prevented to greatest extent practicable.
- To assure that storm waters are allowed to pass through the site without substantial damage to the project site.

After the acceptance of a winterization plan and the installation of all required temporary winterization measures, work may proceed after October 15th, if approval is obtained in writing from the California Regional Water Quality Control Board and the District. All work done after October 15th must be able to be winterized within 24-hour notice.

Winter Suspension: The District may, at its option, suspend work between October 15th and May 1st of the following year.

If this occurs, the entire site shall be winterized including areas not yet seeded or planted.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**17.4. Pre-Construction Conference.** A pre-construction conference will be held at the office of the District for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors. A "Key Personnel and Emergency Phone Numbers" list (for which these key personnel could be contacted 24 hours per day, 7 days a week) shall be submitted to the District. Attendance by the Contractor or the Contractor's authorized representative is mandatory.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**17.5. Archaeological Finds.** All articles of archaeological interest, which may be uncovered by the Contractor during the progress of the work, shall be reported immediately to the District. The further operations of the Contractor, with respect to the find will be decided under the direction of the District.

**17.6. Extra Work.** If in the opinion of the Project Manager, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made.

**17.7. Scope Of Work.** Shall conform to the provisions of Section "Scope of Work," of the Standard Specifications and these Special Provisions.

**17.8. Elimination of Items of Work.** The Contractor's attention is directed to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications concerning the elimination of items of work, and these Special Provisions.

## **18. GENERAL**

**18.1. Miscellaneous.** THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH CALIFORNIA LABOR CODE SECTIONS 1774 AND 1775, AND RELATED CODES.

**18.2. Labor Nondiscrimination.** Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

**18.3. Labor Code Requirements.** For all new projects awarded on or after April 1, 2015, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner. After January 1, 2015, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Attention is directed to the provisions in Section 7-1.02K(5), "Working Hours" and Section 7-1.02K(3), "Certified Payroll Records" of the Standard Specifications.

**18.4. Prevailing Wage.** Attention is directed to the provisions in Section 7-1.02K(2), "Wages" of the Standard Specifications.

The general prevailing wage rates and any applicable changes to these wage rates determined by the Director of Industrial Relations for Kern County, may be examined at the District Office and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. These wage rates are not included in the Proposal and Construction Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing wage rates and any applicable changes to these wage rates determined by the United States Department of Labor, Branch of Construction Wage Determinations, for Kern County, are available at the District Office. Changes, if any, to the general prevailing wage rates will be available at the same location. General prevailing wage rates area also available on the California Department of Transportation website: <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>.

The Contractor and any subcontractor shall pay each worker that is employed for any public work done under contract, not less than the higher of the prevailing wage rates as determined by the California Director of Industrial Relations and the United States Department of Labor, Branch of Construction Wage Determinations.

**18.5. Subcontracting.** Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications and these Special Provisions.

All subcontractors doing work shall possess an appropriate valid California Contractor's License for the type of work the subcontractor will perform at the time of the bid submittal and the license shall remain in effect throughout the duration of employment on the job.

All applicable license designations and numbers for Subcontractors doing work in excess of \$1,000.00 shall be included on the LIST OF SUBCONTRACTORS within the Proposal.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Contracts Code § 4100 et seq., the District may exercise the remedies provided under Pub Contracts Code § 4110. The District may refer the violation to the Contractors State License Board as provided under Pub Contracts Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Submit copies of subcontracts upon request by the District or Project Manager.

Before subcontracted work starts, submit a Subcontracting Request form.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>

Upon request by the District or Project Manager, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

**18.6. Prompt Progress Payment to Subcontractors.** Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors. A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**18.7. Prompt Payment of Withheld Funds to Subcontractors.** No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance.

**18.8. Payments.** Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Provisions.

**18.9. Interest On Payments.** Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments shall be in accordance with Section 9-1.03, "Payment Scope," of the Standard Specifications, the Standard Specifications, and these Special Provisions.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

**18.10. Withholds.** Payment of withheld funds shall conform to Section 9-1.16E, "Withholds," of the Standard Specifications and these Special Provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

**18.11. Plans and Working Drawings.** When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to the District, unless otherwise specifically noted.

**18.12. Examination Of Plans, Specifications, Contract, And Site Of Work.** The third through seventh paragraph of Section 2-1.06B, "Supplemental Project Information," of the Standard Specifications is amended to read:

Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Attention is directed to "Differing Site Conditions" of these Special Provisions regarding physical conditions at the site which may differ from those indicated in the Contract Documents.

**18.13. Differing Site Conditions.** Attention is directed to Section 4-1.06, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the Contract Documents or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Project Manager's determination of whether or not an adjustment of the contract is warranted, in which to file a

notice of potential claim in conformance with the provisions of Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications and as specified herein; otherwise the decision of the District shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Project Manager's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, Contract Documents, to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the District in an expeditious manner.

**18.14. Value Engineering.** Attention is directed to Section 4-1.07, "Value Engineering," of the Standard Specifications.

Prior to preparing a written value engineering change proposal, the Contractor shall request a meeting with the Project Manager to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by the District.

If a value engineering change proposal submitted by the Contractor, and subsequently approved by the Project Manager, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to the District by reducing the contract working days, not including plant establishment. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these Special Provisions regarding the working days.

If a value engineering change proposal submitted by the Contractor, and subsequently approved by the Project Manager, provides for a reduction in traffic congestion or avoids traffic congestion during construction, 60 percent of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to the Contractor. In addition to the requirements in Section 4-1.07, "Value Engineering," of the Standard Specifications, the Contractor shall provide detailed comparisons of the traffic handling between the existing contract and the proposed change, and estimates of the traffic volumes and congestion.

**18.15. Public Safety.** The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

Excavations – The near edge of the excavation is 12 feet or less from the edge of the lane, except:

Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.

Excavations less than one foot deep.

Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less

than one foot in diameter.

Excavations parallel to the lane for the purpose of pavement widening or reconstruction.

Excavations in side slopes, where the slope is steeper than 4:1 (horizontal: vertical).

Excavations protected by existing barrier or railing.

Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the District, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Pre-qualified and Tested Signing and Delineation Materials," of these Special Provisions.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these Special Provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the

Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the District.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians facilities.

**Special Requirements:**

The Contractor attention is directed to "Notification and Scheduling," of these Special Provisions. The Contractor shall notify the Police Department, Fire Departments, Ambulance Service, Schools, CHP, Caltrans, and the District forty-eight (48) hours prior to any lane closure. Notification may be in conjunction with the scheduling requirements of the "Scheduling" portion of the Standard Specifications and these Special Provisions. The Contractor shall coordinate traffic control with the Sheriff's Department with respect to any special events that may be affected by construction activities. Particular attention shall be given to the construction of adequate facilities on any street to permit the passing of emergency vehicles.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

**18.16. Testing.** Testing of materials and work shall conform to the provisions in "Quality Assurance," of the Standard Specifications and these Special Provisions.

Whenever the provisions of "Quality Assurance" of the Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

The Project Manager will refer to the "Quality Assurance Program" for acceptance testing requirements as appropriate for the project's size and scope. Minor quantities of materials from a known, reliable source may be accepted without testing if: a visual inspection of the material is performed and the supplier certifies that the material complies with specification requirements.

For construction materials that have been accepted by a Certificate of Compliance, job site inspection of materials tags and delivery notices shall be performed to verify acceptability of the supplied materials. As directed by the District, further acceptance sampling and testing may be performed at the locations and frequencies as given in the "Quality Assurance Program"

The Project Manager will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the District.



**18.17. Responsibility to Other Entities.** 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, workers and the public or damage to property, and shall indemnify and save harmless any county, District or district, its officers and employees connected with the work, within the limits of which county, District or district the work is being performed, all in the same manner and to the same extent conforming to the provisions in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications, for the protection of the State of California and all officers and employees thereof connected with the work.

**18.18. Areas For Contractor's Use.** Attention is directed to the provisions in Section 5-1.32, "Areas for Use," of the Standard Specifications and these Special Provisions.

The project area (contract limits) shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No area is available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

Residence trailers will not be allowed within the project site.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other District-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in "Cleanup," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits, or at the sites designated on the plans outside the contract limits.

The Contractor shall take all necessary precautions to protect the staging area from chemical contamination due to oil or fuel spills or any other contaminants. If contamination occurs, the site shall be decontaminated to the satisfaction of the Project Manager prior to further improvement to the contaminated area or to further construction activities in general, whichever is applicable as determined by the Project Manager. Methods of decontamination shall include any method deemed appropriate by the Project Manager including removal and disposition of the contaminated soils in conformance with CEQA and regulatory agency requirements. Full compensation for conforming to the provisions of this section, including furnishing all labor, materials, grading, tools, equipment and incidentals, and for doing all work associated with this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**18.19. Sound Control Requirements.** The noise level from the Contractor's operations, between the hours of 7:00 p.m. and 7:00 a.m., shall not exceed 86 dBA at a distance of 50 feet, unless night work is otherwise permitted by the District. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

All equipment shall have sound-control devices no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust. As directed by the Project Manager, the Contractor shall implement the appropriate additional noise mitigation measures including, but not limited to, shutting off idling equipment, or additional notifications of adjacent residents than already specified in these Special Provisions.

The noise level requirement shall apply to the 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 this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

**18.20. Project Appearance.** The Contractor shall maintain a neat appearance to the work and shall cleanup all tracked material and debris on a daily basis.

In areas visible to the public, the following shall apply:

- Broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- Mud, dirt, soil, and any debris resulted in trail from equipment and construction will be cleaned and cleared from the roadway and away from traffic daily.
- The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused are to be disposed of concurrently with their removal.

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

**18.21. Records.** The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- Direct costs of contract item work.
- Direct costs of changes in character in conformance with Section 4-1.05B, "Work-Character Changes," of the Standard Specifications.
- Direct costs of extra work in conformance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.
- Direct costs of work not required by the contract and performed for others.
- Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9- 1.17D(2), " Claim Statement," of the Standard Specifications.
- Indirect costs of overhead.

Cost accounting records shall include the information specified for extra work in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The requirements for

furnishing the District completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

**18.22. Relations With California Regional Water Quality Control Board.** The location of the project is within an area controlled by the Regional Water Quality Control Board. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Attention is directed to Section 5-1.36, " Property and Facility Preservation," and Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

**18.23. Contractor's Licensing Laws.** Attention is directed to the requirements specified in Section 3-1.06, "Contractor License", of the Standard Specifications. The Contractor shall possess a valid California Class "A" Contractor's License, or a combination all other classes required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract.

**18.24. Arbitration.** Section 9-1.22, "Arbitration," of the Standard Specifications is amended in its entirety to read as follows:

Section 9-1.22, "Dispute Resolution"

All claims filed with the District must be in writing and include the documents necessary to substantiate the claim. Claims must be filed within the time limits set forth in this contract. In no circumstances, however, may a claim be filed after the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

1) Claims of \$50,000.00 or Less

- (a) The District will respond in writing to all written claims less than or equal to fifty thousand dollars (\$50,000.00) within forty-five (45) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the District may request any additional documentation supporting the claim or relating to defenses or claims the District may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the District and the claimant.
- (c) The District's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) 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, whichever is greater.

- 2) Claims Between \$50,000.01 and \$375,000.00
  - (a) The District will respond in writing to all written claims between fifty thousand dollars and one cent (\$50,000.01) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), within sixty (60) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the District may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the District may have against the claimant.
  - (b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the District and the claimant.
  - (c) The District's written response to the claim, as further documented, shall be submitted to the claimant within thirty (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 documents, whichever is greater.
- 3) Claims in Excess of \$375,000.00 The District shall, within a reasonable time after the presentation of any claim in excess of \$375,000.00, make a decision in writing on such claim.
- 4) Meet and Confer Conference
  - (a) If the claimant disputes the District's written response, or the District fails to respond within the time prescribed, the claimant may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District'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 District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
  - (b) If, following the meet and confer conference, the claim or any portion thereof 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 California Government Code. For the 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 this Section until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- 5) Contractor's Duty During Claim Resolution: The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the District during the resolution of any claims disputes.
- 6) Certification. The Contractor shall certify in writing, at the time of submission of any claim, as follows:

I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the monies due for work performed under the Contract for which Bear Mountain Recreation and Park District is liable.

By: \_\_\_\_\_  
(Contractor's signature)

- 7) District Remedies. In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the District may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the District from claims for payment made by the Contractor for work completed or remaining to be completed.
- 8) Assignment. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all subcontractors shall offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
- 9) Contractor Waiver and Limitation. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the District and hereby agrees that no default, act, or omission of the District, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the District shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.
- 10) Venue. Any litigation arising out of this Contract shall be brought in the Superior Court of Kern County, and the Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

**18.25. Notice Of Potential Claim.** Attention is directed to the requirements specified in Section 5-1.43, "Potential Claims And Dispute Resolution," of the Standard Specifications.

**18.26. Final Payment and Claims.** Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the District will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the District not later

than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the District claim position letter, the District or a board of review appointed by the District shall review claims that remain in dispute and may meet with the Contractor within 45 days after receipt by the District of the notification of disagreement. Attendance by the Contractor at the District meeting concerning the notification of disagreement shall be mandatory.

If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the District or a board of review appointed by the District to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the District or a board of review appointed by the District will meet with the Contractor within 45 days after the District receives the request for the meeting. Attendance by the Contractor at this review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the District's claim position letter, or to attend the District's review meeting shall constitute a failure to pursue diligently and exhaust the administrative remedies in the contract and shall be a bar to future legal proceedings by Contractor.

**18.27. Surface Mining and Reclamation Act.** Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

**18.28. Removal of Asbestos and Hazardous Substances.** When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the District in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in

conformance with the provisions in Section 8-1.07, " Delays," of the Standard Specifications.

**18.29. Excavation Safety Plans.** The Contractor's attention is directed to requirements of "Earthwork," of the Special Provisions concerning Temporary Shoring Plan and Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications.

The Contractor shall submit a Temporary Shoring Safety System Plan to the District in accordance with "Earthwork," of these Special Provisions. The Contractors attention is directed to the requirements specified in Section "Earthwork," of these Special Provisions.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**18.30. Air Pollution Control.** Air pollution control shall conform to the provisions of Section 14-9, "Air Quality," of the Standard Specifications and these Special Provisions.

No burning of materials to be disposed of will be permitted for this project.

Full compensation for conforming to the provisions of this section including, but not limited to, obtaining permits and performing work in accordance with any permit requirements, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**18.31. Permits.** Attention is directed to the provisions in Sections 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions in this Section and to the requirements in the permit, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**18.32. Insurance.** Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with DISTRICT certificate(s) of Insurance and endorsements, in a form acceptable to DISTRICT, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to DISTRICT, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the DISTRICT shall be provided at the same time Insurance Certificates are submitted.

Any deductibles must be declared to, and approved by, the District.

In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the DISTRICT may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

**18.33. Worker's Compensation and Employers Liability Insurance.** The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California.

CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the DISTRICT upon demand.

By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

One Million dollars (\$1,000,000) each accident for bodily injury by accident One Million dollars (\$1,000,000) policy limit for bodily injury by disease One Million dollars (\$1,000,000) each employee for bodily injury by disease

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

- Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Bear Mountain Recreation and Park District."
- Waiver of Subrogation: "The Insurance Company agrees to waive all rights of subrogation against the Bear Mountain Recreation and Park District, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for Bear Mountain Recreation and Park District."

**18.34. General Liability Insurance.** Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises; operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract. One of the following forms is required:



Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

The limits of liability shall not be less than:

- One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One Million dollars (\$1,000,000) Personal Injury Liability
- Two Million dollars (\$2,000,000) Products-Completed Operations
- Two Million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).

**18.35. Conformity Of Coverages.** If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the DISTRICT as noted above. In no case shall the types of coverages be different.

#### **18.36. Additional Requirements**

- (a) **Premium Payments:** The insurance companies shall have no recourse against the DISTRICT and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (b) **Policy Deductibles:** The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to DISTRICT'S approval.
- (c) **CONTRACTOR'S Obligations:** CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- (d) **Material Breach:** Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (e) **Duration of Coverage:** District must be an additional insured for completed operations for a period of one (1) year after completion of the work.
- (f) **Project Reference:** The Certificate of Insurance must reference the project specifically by project title

**18.37. Endorsements.** Each Commercial General Liability policy shall be endorsed with the following specific language:

- (a) **Cancellation Notice:** "This policy shall not be canceled, material reduced, or materially changed without first giving thirty (30) days prior written notice to Bear Mountain Recreation and Park District."

- (b) "Provisions Regarding the Insured's Duties: Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to Bear Mountain Recreation and Park District, its elected or appointed officers, officials, employees or volunteers."
- (c) "Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."
- (d) "Bear Mountain Recreation and Park District, and additional insureds, and all insureds officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

Bear Mountain Recreation and Park District's policy of insurance shall be excess and noncontributing. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to Bear Mountain Recreation and Park District and additional insureds, with respect to any insurance or self-insurance programs maintained by Bear Mountain Recreation and Park District and additional insureds, and no insurance held or owned by Bear Mountain Recreation and Park District and additional insureds shall be called upon to contribute to a loss."

**18.38. Automobile Liability Insurance.** CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Endorsements: The endorsements listed above for General Liability shall also apply to the Automobile Liability Policy.

**18.39. Warranty.** Should any failure of the work occur within a period of one year from the acceptance of the project by the District's Board of Directors due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense in accordance with the Special Provisions and to the satisfaction of the District.

Security for this warranty shall be in the form of the Performance Bond, required elsewhere in these specifications, which shall remain in effect for a period of one (1) year after acceptance of the project by the District's Board of Directors. The Performance Bond will not be reduced to an amount less than the bid amount of the project prior to the expiration of the one (1) year warranty period.

The District is hereby authorized to make such repairs, or to have such repairs made by others, if the Contractor fails to make such repairs, or to have such repairs made by others, if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after receiving written notice of such failure or within a time specified in the notice if different; provided, however, that in case of an emergency where, in the opinion of the District, that delay would cause serious loss or damages, or a serious hazard to the public, and a

reasonable attempt has been made to notify the Contractor, the repairs may be made without prior notice to the Contractor; and the Contractor's sureties shall be liable for the entire cost thereof.

**19. (BLANK)**

**20. (BLANK)**

**21. MATERIALS**

**21.1. Miscellaneous**

**PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS**

The Department maintains the following list of Pre-qualified and Tested Signing and Delineation Materials. The Project Manager shall not be precluded from sampling and testing products on the list of Pre-qualified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Pre-qualified and Tested Signing and Delineation Materials shall furnish the District a Certificate of Compliance in conformance with the provisions in Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Pre-qualified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Pre-qualified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Pre-qualified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

**21.2. Portland Cement Concrete**

Portland cement concrete shall conform to the provisions in Section 90, "Concrete," of the Standard Specifications and these Special Provisions.

Mineral admixture shall be combined with cement in conformance with the provisions in Section 901.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications for the concrete materials.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration

number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

1. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on all tests of the previous 2 sets of concrete samples.
2. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

1. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
2. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.02, "Materials," of the Standard Specifications and shall conform to the following:

1. The minimum amount of cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
2. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
  - a) When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by weight, the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
  - b) When the calcium oxide content of a mineral admixture is greater than 2 percent by weight, and any of the aggregates used are not listed on the approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 25 percent by weight of the total amount of cementitious material to be used in the mix.
  - c) When the calcium oxide content of a mineral admixture is greater than 2 percent by weight and the fine and coarse aggregates are listed on the

approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.

- d) When a mineral admixture that conforms to the provisions for silica fume in Section 90-1.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by weight of the total amount of cementitious material to be used in the mix.
  - e) When a mineral admixture that conforms to the provisions for silica fume in Section 90-1.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 7 percent by weight of the total amount of cementitious material to be used in the mix.
3. The total amount of mineral admixture shall not exceed 35 percent by weight of the total amount of cementitious material to be used in the mix. The total weight of cement and mineral admixture per cubic yard shall not exceed the specified maximum cementitious material content.

Unless otherwise specified, mineral admixture will not be required in Portland cement concrete used for precast concrete girders.

The Contractor will be permitted to use Type III Portland cement for concrete used in the manufacture of precast concrete members.

## **22. (BLANK)**

## **23. CONSTRUCTION DETAILS**

**23.1. Scope Of Work.** The scope of work, in general, includes;

- (a) Supply electrical plans including site and title 24
- (b) Take down thirteen (1) existing light poles and haul off.
- (c) Supply and install metal back board with security doors galvanized coated with one (1) 3 phase breaker panel, one (1) astrological clock, lighting relays, and new irrigation control panel inside.
- (d) Supply and install all underground conduit and wire including trench and backfill.
- (e) Supply and install ten (10) concrete light standards, ten (10) 22 foot light poles and twenty-four (24) 300 watt LED flood lights with four (4) lights shining east towards the basketball court.

**23.2. General Requirements.** The order of work shall conform to the provisions in the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to the requirements of "Cooperation", "Mobilization," "Maintaining Traffic" and "Traffic Control System" of these Special Provisions, the Project Plans, and the Standard Specifications.

Except as otherwise provided or with District approval of reduced roadway widths, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays; after 4:00 p.m. Monday through Friday and when construction operations are not actively in progress.

Weekend hours of work, which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the District, public traffic will be adequately served and the work expedited. These deviations shall not be adopted by the Contractor until the District has approved them in writing. All other modifications will be made by contract change order.

The Contractor shall provide the District all required submittals within the time frame specified by the Special Provisions, the Project Plans, and/or the Standard Specifications.

The Contractor shall submit to the District a progress schedule in accordance with Section 8-1.02, "Schedule," of the Standard Specifications and these Special Provisions. Attention is directed to the requirements of these sections for scheduling a pre-construction scheduling conference within 10 working days of the approval of the contract and submitting a baseline schedule to the District within 20 days of the contract approval.

The Contractor is responsible for verifying the location of all existing underground facilities, within the project area, that may have potential to conflict with the location of proposed improvements, and other work as shown on the Plans. The District has made every effort to show locations of any and all existing surface and subsurface structures. However, actual field conditions and locations can vary considerably from the plan locations. Therefore, the District cannot, and does not, assume responsibility for the existence or location of any structure such as, but not limited to, utilities and pipelines. The contractor is responsible for contacting all agencies and/or owners to verify this information prior to and during construction of any of the proposed improvements. If any existing utilities are found in conflict with the proposed location of the improvements shown on the plans, the Contractor shall contact the District. The District shall provide the Contractor with new grades to eliminate such conflict or shall arrange to have the utilities relocated to avoid the conflict. The Contractor shall work with the District to schedule surveyors to be onsite during pot-holing of conflicts for utility elevation verification. Any delays, which may result from failure of the Contractor to pothole potential utility conflicts, shall be at the Contractor's expense.

At the end of each working day if a difference in excess of three inches (3") exists between the elevation of the existing pavement and the elevation of excavations within six feet (6') of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way unless Type K barrier rail has been placed between the traveled way and the excavation in accordance with "Type K Temporary Railing" of the Standard Specifications and these Special Provisions. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 1:4 (vertical: horizontal) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 1:4 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed. No payment will be made for material placed in

excess of that required for the structural section.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the provisions of this section, including, but not limited to, coordination with the applicable utility companies, pot-holing, excavation and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the District shall be considered as included in prices paid for the various Contract Items of work involved and no additional compensation will be allowed.

**23.3. Request for Information.** All Requests for Information (RFI's) from the Contractor shall be submitted in writing to the District, and shall be numbered sequentially as they are generated. The District will have 5 working days from the date of receipt of each RFI to provide a response to the Contractor. All requests must come from the prime Contractor, the District will not respond to RFI's received directly from subcontractors.

If the response provided by the District is not satisfactory for the Contractor, the RFI may be re-submitted with more detailed requests noting the particular areas that have not been addressed. The District will have three (3) working days to respond to the second request from the Contractor. If the second response is still not satisfactory to the Contractor, a meeting will be scheduled to resolve any outstanding items that have not been properly addressed.

A Request for Information shall only be used for obtaining information or clarification on project documents. The RFI process is not the proper media for notification of potential claims, writing letters, requesting a change order, etc... If the Contractor wishes to file a Notice of Potential Claim, it shall be filed in accordance with Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications.

**23.4. Lines And Grades.** Attention is directed to "Lines and Grades," of the Standard Specifications.

If the Contractor determines that conditions in the field would cause a conflict with the lines and grades shown on the plans or otherwise feels that there are errors in the lines and grades to be established he shall immediately notify the District for clarification. Attention is directed to "Requests for Information" of these provisions.

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

### **23.5. Water Pollution Control**

(a) General. Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications, section of these Special Provisions entitled "Relations With California Regional Water Quality Control Board," and these Special Provisions.

The Contractor shall perform water pollution control work in conformance with the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and addenda in effect on the day the Notice to Contractors is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California Department of Transportation  
Publication Distribution Unit  
1900 Royal Oaks Drive  
Sacramento, California 95815  
Telephone: (916) 445-3520

The Preparation Manual and other references for performing water pollution control work are available from the Department's Construction Storm Water and Water Pollution Control web site at: <http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and these Special Provisions.

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site that are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

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

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

The Contractor shall notify the District immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

- (b) Water Pollution Control Implementation. Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing,



inspecting, maintaining, removing, and disposing of the water pollution control practices. Unless otherwise directed by the District, the Contractor's responsibility for "Water Pollution Control" implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these Special Provisions.

If the Contractor or the District identifies a deficiency in the implementation of the "Water Pollution Control" practices, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the District in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section. Attention is directed to Section 5-1.03, "Engineer's Authority," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

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

**23.6. Payment.** Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in "Water Pollution Control" including, but not limited to installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices including non-storm water management, waste management and materials pollution water pollution control practices, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the District shall be considered as included in the various items of work requiring these activities, and no additional compensation will be allowed therefore.

**23.7. Construction Site Management.** Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

The Contractor shall train all employees and subcontractors regarding:

- Material pollution prevention and control;
- Waste management;
- Non-storm water management;
- Identifying and handling hazardous substances; and
- Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Non-hazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

**23.8. Spill Prevention and Control.** The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

- Containing the spread of the spill,
- Recovering the spilled material using absorption,
- Cleaning the contaminated area, and
- Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

- Containing the spread of the spill;
- Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
- Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
- Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
- Disposing of contaminated material promptly and properly.
- Significant or hazardous spills are those that cannot be controlled by construction personnel.

Notifications of these spills shall be immediate. The following steps shall be taken:

- Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
- Notify the District and follow up with a written report;
- Obtain the services of a spills contractor or hazardous material team immediately;
- Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
- Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
- Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
- Notify other agencies as appropriate, including:
  - Fire Department,
  - Highway Patrol,

- County Sheriff Department,
- Department of Toxic Substances,
- California Division of Oil and Gas,
- Cal OSHA, or
- Regional Water Resources Control Board.

The contractor shall oversee and enforce proper spill prevention and control measures. Minor, semi- significant, and significant spills shall be reported to the contractor who shall notify the District immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

**23.9. Material Management.** Material shall be delivered, used, and stored for this contract in a manner that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

- Hazardous chemicals including:
  - Acids,
  - Lime,
  - Glues,
  - Adhesives,
  - Paints,
  - Solvents, and Curing compounds;
  - Soil stabilizers and binders;
  - Fertilizers;
  - Detergents;
  - Plaster;
- Petroleum products including:
  - Fuel, Oil, and Grease;
- Asphalt components and concrete components; and
- Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the District for material used or stored.

The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

Application of herbicides and pesticides shall be performed by a licensed applicator. The Contractor shall complete the Report of Chemical Spray forms when spraying herbicides or pesticides, and shall submit a copy to the District before application.

**Material Storage.** The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these Special Provisions, unless testing determines them to be non-hazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility.

Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.

The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

**Stockpile Management.** The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the District.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile

will still be considered active.

The Contractor shall protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of the stockpile shall also be used. During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in "Dust Control," of the Standard Specifications.

Stockpiles of Portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate sub-base shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

The Contractor shall repair or replace linear sediment barriers and covers as needed or as directed by the District to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

### **23.10. Waste Management**

(a) **Solid Waste.** The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The contractor shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site. The Contractor shall provide additional containers and more frequent pickup during the demolition phase of construction

Solid waste includes: Brick, Mortar, Timber, Metal scraps, Sawdust, Pipe, Electrical cuttings, Non-hazardous equipment parts, Styrofoam and other packaging materials, Vegetative material and plant containers from highway planting, and Litter and smoking material, including litter generated randomly by the public.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

- (b) **Hazardous Waste.** The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:
- Petroleum products,
  - Asphalt products,
  - Concrete curing compound,
  - Pesticides,
  - Acids,
  - Paints,
  - Stains,
  - Solvents,
  - Wood preservatives,
  - Roofing tar, and
  - Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these Special Provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The CONTRACTOR shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the California Department of Public Health (CDPH) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from non-hazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these Special Provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags,

absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the District.

- (c) **Contaminated Soil.** The Contractor shall identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by CDPH. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

- Berms,
- Cofferdams,
- Grout curtains,
- Freeze walls, or
- Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the CDPH. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.

- (d) **Concrete Waste.** The Contractor shall implement practices to prevent the discharge of Portland cement concrete or asphalt concrete waste into storm drain systems or watercourses.

Portland cement concrete or asphalt concrete waste shall be collected at the following locations and disposed of:

- Where concrete material, including grout, is used;
- Where concrete dust and debris result from demolition;
- Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of Portland cement concrete or asphalt concrete creates a residue or slurry; or
- Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.

- (e) **Sanitary and Septic Waste.** Wastewater from sanitary or septic systems shall not be discharged or buried within the Department right of way. The CONTRACTOR shall inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system shall be properly connected and free from leaks.

The Contractor shall obtain written approval from the local health agency, District, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and provide a copy to the District. The Contractor shall comply with local health agency requirements when using an on-site disposal system.

- (f) **Liquid Waste.** The Contractor shall not allow construction site liquid waste, including the

following, to enter storm drain systems or watercourses:

- Drilling slurries or fluids,
- Grease-free or oil-free wastewater or rinse water,
- Dredgings,
- Liquid waste running off a surface including wash or rinse water, or
- Other non-storm water liquids not covered by separate permits.

The Contractor shall hold liquid waste in structurally sound, leak proof containers such as:

- Sediment traps,
- Roll-off bins, or
- Portable tanks.

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these Special Provisions, unless determined infeasible by the District.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue shall be disposed of outside the highway right of way. If the District determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these Special Provisions.

### **23.11. Non-Storm Water Management**

- (a) ***Water Control and Conservation.*** The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the District's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the District immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.

Construction water runoff, including water from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

- (b) ***Illegal Connection and Discharge Detection and Reporting.*** The Contractor shall



inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the District when illegal connections, discharges, or dumping are discovered. The Contractor shall take no further action unless directed by the District. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

- Debris or trash piles,
- Staining or discoloration on pavement or soils,
- Pungent odors coming from drainage systems,
- Discoloration or oily sheen on water,
- Stains or residue in ditches, channels or drain boxes,
- Abnormal water flow during dry weather,
- Excessive sediment deposits,
- Nonstandard drainage junction structures, or
- Broken concrete or other disturbances near junction structures.

- (c) ***Vehicle and Equipment Cleaning.*** The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the District has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these Special Provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment, and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

- Located at least 50 feet from storm drainage systems or watercourses,
- Paved with asphalt concrete or Portland cement concrete,
- Surrounded by a containment berm, and
- Equipped with a sump to collect and dispose of wash water.

When washing vehicles or equipment with water, the Contractor shall use as little water as possible.

Hoses shall be equipped with a positive shutoff valve.

Wash racks shall discharge to a recycle system or to another system approved by the District.

Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

- (d) ***Vehicle and Equipment Fueling and Maintenance.*** The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall

designate a site, or sites, and obtain approval from the District before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The CONTRACTOR shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.

Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

#### Material and Equipment Used Over Water

Drip pans and absorbent pads shall be placed under vehicles or equipment used over water, and an adequate supply of spill cleanup material shall be kept with the vehicle or equipment. Drip pans or plastic sheeting shall be placed under vehicles or equipment on docks, barges, or other surfaces over water when the vehicle or equipment will be idle for more than one hour.

The Contractor shall provide watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Material shall be secured to prevent spills or discharge into water due to wind.

- (e) ***Structure Removal Over or Adjacent to Water.*** The Contractor shall not allow demolished material to enter storm water systems or watercourses. The Contractor shall use covers and platforms approved by the District to collect debris. Attachments shall be used on equipment to catch debris on small demolition operations. Debris catching devices shall be emptied regularly and debris shall be handled as provided in "Waste Management" of these Special Provisions.

The CONTRACTOR shall inspect demolition sites within 50 feet of storm water systems or watercourses every day.

- (f) ***Paving, Sealing, Sawcutting, and Grinding Operations.*** The Contractor shall prevent the following material from entering storm drain systems or water courses:
- Cementitious material,
  - Asphaltic material,
  - Aggregate or screenings,
  - Grinding or sawcutting residue,
  - Pavement chunks, or
  - Shoulder backing.

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding operations are completed and excess material has been removed. Drainage inlets and manholes shall be covered during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, paving, sawcutting, and grinding operations shall be limited to places where runoff can be captured. Seal coat, tack coat, slurry seal, or fog seal operations shall not begin if precipitation is predicted for the application or the curing period. The Contractor shall not excavate material from existing roadways during precipitation.

The Contractor shall vacuum up slurry from sawcutting operations immediately after the slurry is produced. Slurry shall not be allowed to run onto lanes open to public traffic or off the pavement.

The Contractor shall collect residue from Portland cement concrete grinding operations with a vacuum attachment on the grinding machine. The residue shall not be left on the pavement or allowed to flow across the pavement.

Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these Special Provisions if approved by the District. Asphalt concrete chunks used in embankment shall be placed above the water table and covered by at least one foot of material.

Substances used to coat asphalt trucks and equipment shall not contain soap, foaming agents, or toxic chemicals.

- (g) **Concrete Curing.** The Contractor shall not overspray chemical curing compound. Drift shall be minimized by spraying as close to the concrete as possible. Drainage inlets shall be covered before applying curing compound.

The Contractor shall minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when curing concrete.

- (h) **Concrete Finishing.** The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

Containment structures for concrete finishing operations shall be inspected for damage before each day of use and before predicted precipitation. Liquid and solid waste shall be removed from the containment structure after each work shift.

- (i) **Payment.** Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the District shall be considered as included in the contract prices paid for the

items of work that require construction site management and no additional compensation will be allowed.

- (j) **Temporary Concrete Washout Facility.** Temporary concrete washout facilities shall be constructed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan in conformance with "Water Pollution Control" of these Special Provisions, and in conformance with details shown on the plans and these Special Provisions.

Temporary concrete washout facilities shall be one of the water pollution control practices for waste management and materials pollution control. The Storm Water Pollution Prevention Plan shall include the use of temporary concrete washout facilities.

**23.12. Materials**

- (a) **Plastic Liner.** Plastic liners shall be single ply, new polyethylene sheeting, a minimum of 10 mils thick and shall be free of holes, punctures, tears or other defects that compromise the impermeability of the material. Plastic liners shall not have seams or overlapping joints.
- (b) **Gravel-filled Bags.** Gravel bag fabric shall be non-woven polypropylene geotextile (or comparable polymer) and shall conform to the following requirements:

Specification	Requirements
Weight per unit area, ounces per square yard, min. ASTM Designation: D 5261	8.0
Grab tensile strength (one inch grip), kilonewtons, min. ASTM Designation: D 4632*	205
violet stability, percent tensile strength retained after 500 hours, ASTM Designation: D 4355, xenon arc lamp method	70

\* or appropriate test method for specific polymer

Gravel bags shall be between 24 inches and 32 inches in length, and between 16 inches and 20 inches in width.

Yarn used for binding gravel bags shall be as recommended by the manufacturer or bag supplier and shall be of a contrasting color.

Gravel shall be between 3/8 inch and 3/4 inch in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials.

The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 30 pounds and 50 pounds in weight.

- (c) **Straw Bales.** Straw for straw bales shall conform to the provisions in Section 13-10.02H, "Straw Bales," of the Standard Specifications.

Straw bales shall be a minimum of 14 inches in width, 18 inches in height, 36 inches in length and shall have a minimum weight of 50 pounds. The straw bale shall be composed entirely of vegetative matter, except for binding material.



Details for an alternative temporary concrete washout facility shall be submitted to the District for approval at least 7 days prior to installation.

Temporary concrete washout facilities shall be disposed of in conformance with the provisions in Section 13-9, "Temporary Concrete Washouts," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15, "Existing Facilities," of the Standard Specifications.

**23.14. MAINTENANCE.** Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 12 inches. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 13-9, "Temporary Concrete Washouts," of the Standard Specifications. Holes, rips, and voids in the plastic liner shall be patched and repaired by taping or the plastic liner shall be replaced. The plastic liner shall be replaced when patches or repairs compromise the impermeability of the material as determined by the District.

Gravel bags shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out.

Temporary concrete washout facilities shall be repaired or replaced on the same day the damage occurs. Damage to temporary concrete washout facilities resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

**23.15. Payment.** Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing a temporary concrete washout facility, complete in place, including excavation and backfill, maintenance, and removal, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the District shall be included in the various items of work requiring concrete and no additional compensation will be allowed.

**23.16. Property And Facility Preservation.** Attention is directed to Section 5-1.36 "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

Existing utilities and facilities shall be preserved and protected from damage by the Contractor. An effort has been made to show existing surface and underground structures on the plans, however not all infrastructure may be shown and infrastructure locations may be in different locations from those described. The Contractor is responsible for contacting all agencies and utility owners to verify the location of underground infrastructure prior to and during construction.

Before starting any work that could damage or interfere with underground infrastructure, the Contractor shall pothole and locate existing infrastructure, including laterals and appurtenances, and shall determine the presence of other underground infrastructure inferred from visible

facilities such as buildings, meters and junction boxes. Existing infrastructure damaged due to negligence of the Contractor shall be completely repaired at the Contractor's expense and in coordination with the effected utility owner.

The Contractor shall accurately tie off and record the location of all utility covers, cleanouts, pull boxes and manholes to be lowered or temporarily overlaid prior to raising to grade. A copy of said record shall be provided to the District prior to resurfacing the street.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified in these Special Provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 24 inch box and the minimum size of shrub replacement shall be No. 15 container {15-gallon}. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center. Replacement of ground cover plants shall be from cuttings and shall be planted 12 inches on center. Replacement planting shall conform to the requirements in "Replacement Plants," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in "Watering," of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right of way at locations designated by the District.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to the start of the plant establishment period. Replacement planting shall conform to the provisions in Section 20-7, "Highway Planting," of the Standard Specifications.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

Survey monuments and markers shown on the plans or encountered within the project limits shall be protected from damage by the Contractor. The Contractor shall notify the District of monuments encountered and shall not remove or disturb said monument until the monument can be cross-referenced and tied out by a licensed surveyor. The Contractor shall allow a minimum of one working day for such referencing to be accomplished. When notified by the District that the ties have been completed, the monument or marker can then be removed. The Contractor is not responsible for the replacement of any monument or marker of which the removal is necessitated by the work performed and which has been referenced and tied. If through negligence or carelessness on the part of the Contractor, notification is not made as provided above, markers are removed, or disturbed which are not in direct conflict with the construction, the Contractor shall be responsible for the cost of referencing, resurveying, and replacement of the monument or marker. Such sums for the replacement shall be deducted from the final contract payment.

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

**23.17. Cooperation.** Attention is directed to Section 5-1.09, "Partnering," and Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and these Special Provisions. Attention is also directed to "General Requirements" of these Special Provisions.

The Contractor shall coordinate with local Gas and Electric Companies for the removal, relocation, repair, or disturbance of any gas or electric facilities caused by project work.

The Contractor shall coordinate with the AT&T and/or Bighthouse for the removal, relocation, repair, or disturbance of any telecommunications facilities caused by project work.

The Contractor shall coordinate with the local cable company for the removal, relocation, repair, or disturbance of any cable television facilities caused by project work.

The Contractor shall coordinate with the Lamont Public Utilities District for the removal, relocation, repair, or disturbance of any water, sewer storm drain facilities caused by project work.

The Contractor shall apply for and obtain an Encroachment Permit from the California Department of Transportation for any construction or traffic control performed within the State right of way.

Any utilities not listed above or damaged by the Contractor during the course of project work shall be repaired or replaced in cooperation with the affected utility company.

The Contractor shall provide sufficient notification to the affected utility company to allow time for scheduling and completion of the required work. Any delays resulting from the Contractor's failure to properly notify or schedule utility company work shall be at the Contractor's expense.

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

**23.18. Progress Schedule.** Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8- 1.02, " Schedule," of the Standard Specifications and these Special Provisions. The Contractor shall notify the Project Manager on a daily basis of the areas of work scheduled for the following day.

The Contractor shall submit to the District a practicable "Critical Path Method" progress schedule within 10 working days of approval of the contract, and within 10 working days of the District's written request at any other time.

The progress schedule shall follow the general order of work detailed in "General Requirements," of these Special Provisions, and shall meet the milestones listed in "Beginning of Work, Time of Completion, and Liquidated Damages," of these Special Provisions.

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



**23.19. Obstructions.** Attention is directed to Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and of these Special Provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: natural gas in pipelines underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths, water mains, gravity sanitary sewer lines, and telephone conduits.

The Contractor shall notify the District and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert – Northern California (USA)	1-800-227-2600

The Contractor is hereby notified that prior to commencing construction, he is responsible for contacting all utility companies for verification at the construction site of the locations of all underground facilities that may conflict with the placement of the improvements shown on the plans. Where potential conflict exists, the Contractor shall pothole existing utilities to determine their elevation. Call "Underground Service Alert" at 800-227-2600 forty-eight (48) hours before any excavation is started.

Full compensation for conforming to the provisions of this section, including exposing existing utilities, and any potholing, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**23.20. Dust Control.** Dust control shall conform to the provisions in "Dust Control," of the Standard Specifications and these Special Provisions.

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

**23.21. Mobilization.** Mobilization shall conform to the provisions in the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in "Mobilization," including but not limited to the movement of personnel, equipment, supplies and incidentals to the project site shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**23.22. Construction Area Signs.** Construction Area Signs shall be furnished,

installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Attention is directed to the provisions in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the District. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert – Northern California (USA)	(800) 642-2444 (800) 227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with Portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

Construction area signs placed within 15 feet from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in "Construction Area Traffic Control Devices" of these Special Provisions.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The reflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

Construction Area Signs shown on the Contractor's accepted Traffic Control Plan, or as directed by the District, shall be included in the Contract price paid for, "Traffic Control System," and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing construction area signs required for the direction of public traffic through or around the work and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs.

**23.23. Painted Court Marking.** Painting of game lines shall be performed and shall be applied in conformance with the provisions in "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions. The surface to which the paint is to be applied must be dry, smooth, free of dirt, loose or flaking paint and any other debris or foreign material. Line painting shall only be performed when the temperature is at least 50° F and rising and shall not be placed when rain is present or likely.

**23.24.** Game lines shall be 2" wide, lightly textured acrylic latex paint, accurately located and marked in accordance with rules and recommendations of the accordance with the Specifications provided by the District. The Project Manager shall approve the finished court surfacing and final layout prior to any line painting. Line painting shall be performed with a brush or roller, using masking tape to ensure crisp edges, in accordance with the manufacturer's recommendations. At no time should the playing lines or the line dimensions vary more than 1/4" from the exact measurement.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in painting of game lines, complete in place as specified in these Special Provisions, and as directed by the District, shall be included in the contract price paid per linear foot for "Painted Court Markings" and no additional compensation will be allowed therefore.

**23.25. Notification and Scheduling.** The Contractor shall deliver a "NOTICE" to all residents and businesses of properties adjacent to the project streets and those on connecting streets that have no other means of accessing their properties but through the project or are otherwise adversely affected by the scheduled project operations. The Contractor will provide a standard "NOTICE" form in sufficient numbers to permit distribution to all homes and businesses within a 500 foot radius of the project site. The Contractor will complete the "NOTICE" forms by entering the name of the firm, local and toll free telephone number, date of issuance, and shall indicate on the notice street closures, traffic control measure or outages that are expected to be in place.

"NOTICE" forms shall be issued to the affected properties no later than forty-eight (48) hours prior to the work. The Contractor shall be responsible for removing any "NOTICES" that were not removed by the resident or business after all work is completed by the Contractor or as directed by the District. Any costs associated with towing of vehicles in the way of construction shall be borne by the Contractor. "NOTICE" shall not be left in mailboxes, per Section PO 11.2.1 of the Domestic Mail Manual (DMM). The Contractor shall be held liable for any fines.

The Contractor shall coordinate with the District to provide proper notice to the community forty-eight (48) hours prior to any lane closure. Notification may be in conjunction with the scheduling requirements of the "SCHEDULING" portion of the Standard Specifications. Particular attention shall be given to the construction of adequate facilities on any street to

permit the passing of emergency vehicles. None of the provisions specified herein shall be construed to restrict or prohibit, at any time, the prosecution of items of work which will not interfere with the use of existing streets.

Full compensation for all work associated with furnishing, distributing and removal, as required, of all notices; for contacting and coordinating with applicable agencies, schools, etc; and for all incidentals of work required within this "Notification and Scheduling" section will be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed.

**NOTICE**

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

Dear Property Owner:

In the interest of minimizing the inconvenience caused by the TENNIS COURT LIGHTING PROJECT, we are providing you at least 48 hours notice that the following work is proposed to be done in the vicinity of your property or affecting access to your property beginning on \_\_\_\_\_ from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.:

\_\_\_\_\_ Other:

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We appreciate your patience and cooperation while this work is underway.

Please call (\_\_\_\_) \_\_\_\_\_ – \_\_\_\_\_ to contact the Contractor if you have any questions or wish additional information regarding this work, or contact the Bear Mountain Recreation and Park District at (661) 845-0757.

\_\_\_\_\_  
Contractor's Name

**23.26. Record Drawings.** The Contractor shall keep accurate records on a set of project prints (24" x 36") of all additions and deletions of the work, and all of the changes in location, elevation, and character of the work not otherwise shown or noted on the contract plans. The District will furnish three (3) sets of full size prints for the "Record Drawings" plans at no cost to the Contractor.

"Record Drawings" construction plans shall be provided to the District after completion of the project. Two (2) copies shall be provided with changes to the original contract work shown in red color. The Contractor shall transmit these "Record Drawings" plans to the District for approval. Details to be shown on the "Record Drawings" plans shall include, but not be limited to, type, quantity, and location of pipe runs, location and elevations of facilities, and any other modifications, additions or adjustments to any other facilities in the project.

"Record Drawings" construction plans shall be signed and dated by the Contractor or the Subcontractor that actually constructed the facility. In addition, company names of the Contractor and Subcontractors shall be added to the title sheet.

The cost of record keeping to provide the information for these "Record Drawings" plans and all work associated with preparing accurate "Record Drawings" construction plans shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

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**APPENDIX A – CONSTRUCTION CONTRACT**

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CONTRACT NO. \_\_\_\_\_

**BEAR MOUNTAIN  
RECREATION AND PARK  
DISTRICT**

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**CONSTRUCTION CONTRACT**

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THIS CONTRACT is made on the date set forth below, by and between the BEAR MOUNTAIN RECREATION AND PARK DISTRICT, a California Special District (hereinafter "DISTRICT"), and \_\_\_\_\_, (hereinafter "CONTRACTOR"). The DISTRICT and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

**ARTICLE 1: SCOPE OF WORK**

- 1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services, and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with Contract No. \_\_\_\_\_ entitled: TENNIS COURT LIGHTING PROJECT NO. 2022-03, hereafter "PROJECT", in compliance with the Contract Documents as described in Article 3.
- 1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the Project shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the DISTRICT, or its representatives.

**ARTICLE 2: CONTRACT PRICE**

- 2.1. The DISTRICT agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3: CONTRACT DOCUMENTS**

- 3.1. The complete Contract consists of the following documents, to wit:
  - Notice to Contractors
  - Executed Proposal, including the Bidder's Bond Construction Contract
  - Project Plans for this Project Special Provisions for this Project
  - Caltrans Standard Specifications (latest edition)
  - Caltrans Standard Plans (latest edition)
  - Manual on Uniform Traffic Control Devices and California Supplement

- Equipment Rental Rates and General Prevailing Wage Rates of the State of California, Department of Transportation, and where applicable, Federal wage rates and Section 14 Federal Fund S enclosures
  - Executed Performance Bond Executed Labor and Materials Bond Certification Labor Code Section 1861 List of Subcontractors
- 3.2. Any and all obligations of the DISTRICT and the CONTRACTOR are fully set forth and described in the above documents. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes collectively referred to as the Contract Documents.

#### **ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES**

- 4.1. The Commencement date of the Contract for determination of the time for completion shall be the date CONTRACTOR is directed to proceed by the District, as stated in the Notice to Proceed. The CONTRACTOR shall complete all work required by the Contract within **30 working days** after said commencement date, as adjusted and provided for in the Contract Documents.
- 4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, damage will be sustained by DISTRICT. As it is and will be impracticable to ascertain and determine the actual damage the DISTRICT will sustain, CONTRACTOR agrees to pay to DISTRICT one thousand dollars (\$1,000.00) per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. Time is of the essence in this contract. CONTRACTOR further agrees that DISTRICT may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by DISTRICT in its sole discretion, DISTRICT shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.10 Liquidated Damages, dated 2015.

#### **ARTICLE 5: INDEMNITY & HOLD HARMLESS**

- 5.1. The DISTRICT, and all officers, agents, employees, outside parties hired to inspect and/or design the work, and volunteers thereof connected with the work, shall not be answerable or accountable in any manner for the loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either worker or the public; or damage to property from any cause which may have been prevented by CONTRACTOR or his or her workers or anyone employed by him/her.
- 5.2. CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time prior to its acceptance.



- 5.3. The CONTRACTOR shall indemnify and save harmless the DISTRICT, and its officials, officers, agents, employees, or consultants and volunteers thereof connected with the work, from all claims, suits, or actions of every name, kind, and description, whether actual or alleged, brought forth on or on account of injuries to or death of any person, including but not limited to, workers or the public or damage to property resulting from the performance of the contract except where caused by the sole and active negligence or willful misconduct of the District, its officials, officers, agents, employees, consultants and volunteers. The duty of CONTRACTOR to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.
- 5.4. With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the DISTRICT, its officials, officers, employees, agents, consultants, or volunteers.
- 5.5. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the DISTRICT, its officers, employees, agents and volunteers, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the DISTRICT, the CONTRACTOR, the subcontractors or employees of any of these, other than the sole or gross negligence of the DISTRICT, its officials, officers, employees, agents, consultants, or volunteers.

#### **ARTICLE 6: INSURANCE**

- 6.1. Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with DISTRICT certificate(s) of Insurance and endorsements, in a form acceptable to DISTRICT, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to DISTRICT, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the DISTRICT shall be provided at the same time Insurance Certificates are submitted. The Current evidence of coverage provided to the District shall be for the entire required period of insurance, including the one (1) year warranty period.
  - 6.1.1 Any deductibles must be declared to, and approved by, the District.
- 6.2. In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the DISTRICT may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.
- 6.3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**
  - 6.3.1 The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, before commencing the performance of the work.

- 6.3.2 By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that Code, and he/she will comply with such provisions before commencing the performance of this Contract.
- 6.3.3 If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 6.3.4 CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the DISTRICT upon demand.
- 6.3.5 Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:
- One Million dollars (\$1,000,000) each accident for bodily injury by accident
  - One Million dollars (\$1,000,000) policy limit for bodily injury by disease
  - One Million dollars (\$1,000,000) each employee for bodily injury by disease
- 6.3.6 If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 6.3.7 Each Worker's Compensation policy shall be endorsed with the following specific language:

**Cancellation Notice:** "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Bear Mountain Recreation and Park District."

**Waiver of Subrogation:** "The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity."

#### **6.4. GENERAL LIABILITY INSURANCE:**

- 6.4.1 Commercial General Liability insurance no less broad than ISO form CG 00 01, covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises, operations; products and

completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

6.4.2 Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract. One of the following forms is required: Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

6.4.3 If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- The limits of liability shall not be less than:
  - One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One Million dollars (\$1,000,000) for Personal Injury Liability
  - Two Million dollars (\$2,000,000) for Products-Completed Operations
  - Two Million dollars (\$2,000,000) General Aggregate
- If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).
- If CONTRACTOR maintains higher limits than the specified minimum limits above, the District shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

6.4.4 Special Claims Made Policy Form Provisions: CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of DISTRICT, which consent, if given, shall be subject to the following conditions:

- The limits of liability shall not be less than:
  - One Million dollars (\$1,000,000) each Occurrence (combined single limit for bodily injury and property damage)
  - One Million dollars (\$1,000,000) for Personal Injury Liability
  - Two Million dollars (\$2,000,000) Aggregate for Products Completed Operations
  - Two Million dollars (\$2,000,000) General Aggregate
- The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the

completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

**6.5. CONFORMITY OF COVERAGES:**

6.5.1. If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the DISTRICT as noted above. In no case shall the types of coverages be different.

**6.6. ADDITIONAL REQUIREMENTS:**

6.6.1 Premium Payments: The insurance companies shall have no recourse against the DISTRICT and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

6.6.2 Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to DISTRICT'S approval.

6.6.3 CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

6.6.4 Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

6.6.5 Duration of Coverage: District must be an additional insured for completed operations for a period of one (1) year after completion of the work.

6.6.6 Project Reference: The Commercial General Certificate of Insurance must reference the project specifically by project title.

**6.7. ENDORSEMENTS:**

6.7.1. Each Commercial General Liability policy shall be endorsed with the following specific language:

**Cancellation Notice:** "Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy,

the District may procure such insurance at Contractor's sole cost and expense.

**Waiver of Subrogation:** "The Insurance Company agrees to waive all rights of subrogation against Bear Mountain Recreation and Park District, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for Bear Mountain Recreation and Park District."

"Provisions Regarding the Insured's Duties: Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The District, its officers, officials, employees, agents and volunteers shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. The District shall continue to be an additional insured for completed operations for (1) year after completion of the work.

The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).

The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.

The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

## **6.8. AUTOMOBILE LIABILITY INSURANCE:**

6.8.1 CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.

6.8.2 Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

6.8.3 6.8 c. Endorsements: The District shall be named additional insured.

6.8.4 6.8 d. Required Evidence of Coverage: Properly completed Certificate of Insurance.

## **ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS**

- 7.1. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as acceptance of the said terms of said proposal conflicting herewith.

## **ARTICLE 8: BOND REQUIREMENTS**

- 8.1. CONTRACTOR shall furnish both a Faithful Performance Bond and a Payment Bond (hereinafter collectively "Bonds") in the full amount of the Contract on the forms provided by the DISTRICT. DISTRICT shall retain the Performance Bond for a one-year guarantee period from the date of the DISTRICT'S acceptance of the work.
- 8.2. The bonds shall be obtained from a California admitted surety that is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by DISTRICT.
- 8.3. In case of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby.
- 8.4. CONTRACTOR agrees to obtain the consent of the surety, if required, to any change, extension of time, alteration, or addition to any of the terms of the Contract Documents.

## **ARTICLE 9: COMPLIANCE WITH LAWS**

- 9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits (unless specifically stated elsewhere in the Contract Documents to be obtained by DISTRICT) and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to CONTRACTOR'S employees, whether levied under existing or subsequently enacted laws, rules or regulations. CONTRACTOR shall also pay all property tax assessments on materials or equipment used until acceptance by DISTRICT. If any discrepancy or inconsistency is discovered in any of the Contract Documents in relation to any such law, rule, ordinance, regulation, order, or decree, the CONTRACTOR shall forthwith report the same to the DISTRICT in writing.
- 9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable state or federal regulations.
- 9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to DISTRICT that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to DISTRICT that it is licensed by all applicable governmental bodies to

perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to enable it to perform this Contract.

- 9.4. CONTRACTOR is required to ensure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to ensure (a) the proper labeling of any substance brought onto the Project premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.
- 9.5. CONTRACTOR is required to comply with Health & Safety Sections 25249 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
- 9.6. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.

## **ARTICLE 10: PROGRESS SCHEDULE**

- 10.1. The CONTRACTOR shall submit within ten (10) days (or as specified in the Special Provisions for this Project) after execution of the Contract a detailed work schedule or schedules that details the actions of the CONTRACTOR and Subcontractors working at the Site in accordance with the requirements specified in Special Provisions. This schedule(s) shall show the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The DISTRICT may submit comments on the work schedule. Acceptance of the schedule by DISTRICT shall not constitute approval of the Plan by CONTRACTOR for completion of the work.
  - CONTRACTOR understands and agrees that the progress schedule shall take into account that this Project is part of a larger overall project and hereby agrees to create a progress schedule that incorporates and/or takes into account the work to be performed by the contractor performing the tennis court resurfacing, and the tennis court fencing work at the project location. CONTRACTOR will be provided the contact information for the other contractors and shall work with those contractors to ensure that the work performed in the most efficient manner possible.
- 10.2. The CONTRACTOR shall review and, if necessary, revise the progress schedule at least once a month or as specified in the Special Provisions for this Project. In any event, the CONTRACTOR shall submit a current schedule to the District at the District's request at any time during the Contract period.
- 10.3. No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the District. An updated schedule shall be required

from the CONTRACTOR if the project falls ten (10) working days behind schedule. For delays or portions of delays for which the CONTRACTOR is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the Project on schedule.

#### **ARTICLE 11: PROMPT PAYMENT PROVISIONS**

- 11.1. Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this contract.
- 11.2. If DISTRICT fails to make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, DISTRICT shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).
- Notwithstanding the foregoing provision, should DISTRICT fail to make a progress payment because it has not received reimbursement for the previous progress payment from the State of California pursuant to the grant which is aiding in funding this project, no interest shall be due.
- 11.3. DISTRICT shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. Any payment request determined to be an improper payment request shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

#### **ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT**

- 12.1. In entering into a Public Works contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the CONTRACTOR and all subcontractors shall offer and agree to assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the DISTRICT tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

#### **ARTICLE 13: PREVAILING WAGES**

- 13.1. CONTRACTOR acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The CONTRACTOR agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 *et seq.* CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7 of the Department of Transportation Standard Specifications and these Contract Documents.



**ARTICLE 14: SEVERABILITY.**

14.1. Nothing contained in the Contract Documents shall be construed to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as previously mentioned, such illegality shall not affect the validity of this Contract.

**ARTICLE 15: COMPLETE AGREEMENT**

15.1. These Contract Documents supersede any and all agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party, which is not embodied herein, or any other agreement, statement, or promise not contained in these Contract Documents shall be valid and binding.

**ARTICLE 16: INTERPRETATION**

16.1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.

16.2. In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

**ARTICLE 17: GOVERNING LAW**

17.1. This Contract is subject to the laws and jurisdiction of the State of California. Venue for any legal proceeding brought in conjunction with this Contract shall be the Superior Court of the County of Kern, State of California. Contractor waives any federal court removal rights it may have pursuant to any applicable law.

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**ARTICLE 18: BID ITEMS**

ITEM NO.	DESCRIPTION	UNIT OF MEAS.	EST. QTY.	UNIT PRICE	TOTAL COST
1	Supply electrical plans including site and title 24.	EA	1		
2	Take down existing light poles, haul off.	EA	13		
3	Supply and install metal back board with security doors galvanized coated with one (1) 3phase breaker panel, one (1) astrological clock, lighting relays, and new irrigation control panel inside.	EA	1		
4	Supply and install all underground conduit and wire including trench and backfill.	EA	1		
5	Supply and install ten (10) concrete light standards,	EA	10		
6	Supply and install ten (10) 22 foot light poles	EA	10		
7	Supply and install twenty-four (24) 300 watt LED flood lights with four (4) lights shining east towards the basketball court	EA	24		
8					
9					
10					
11					
12					
13					
14					

**TOTAL COST: \$ \_\_\_\_\_**

\_\_\_\_\_  
**Name of Contractor/Company/Address**  
**License # \_\_\_\_\_**

\_\_\_\_\_  
**Signature/Date**

WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

**“DISTRICT”  
BEAR MOUNTAIN  
RECREATION AND PARK  
DISTRICT**

By: \_\_\_\_\_  
Jesus Perez, Chairman

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

**Award of Contract No.** \_\_\_\_\_  
By the Board of Directors On:

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Nathan M. Hodges  
District Attorney

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

**“CONTRACTOR”**  
(Type full legal name of contractor,  
entity type, state of organization here)

By: \_\_\_\_\_  
Officer Signature # 1  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title

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

By: \_\_\_\_\_  
Officer Signature # 2  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title

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

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

Contractor’s License Number: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Lorena Cervantes  
District Clerk

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

"If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

## ATTACHMENTS

1. Certification Labor Code Section 1861
2. Bond for Labor & Materials
3. Bond for Faithful Performance
4. List of Subcontractors

**CERTIFICATION LABOR**

**CODE SECTION 1861**

STATE OF CALIFORNIA  
BEAR MOUNTAIN  
RECREATION AND PARK  
DISTRICT

I, the undersigned, do hereby certify:

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

Executed at : \_\_\_\_\_

On: \_\_\_\_\_

I certify under the penalty of perjury that the foregoing is true and correct.

**CONTRACTOR - EMPLOYER**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**BOND FOR LABOR AND MATERIALS**

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, BEAR MOUNTAIN RECREATION AND PARK DISTRICT, a California Special District hereinafter called the "Owner" has awarded to, \_\_\_\_\_, as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

**TENNIS COURT LIGHTING PROJECT, PROJECT NO. 2022-03**

AND, WHEREAS, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and \_\_\_\_\_ Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such, that if the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code 9100, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amount due the Franchise Tax Board as provided in Civil Code 9554, that the surety or sureties herein will pay for the same, in amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought in this bond, the said surety will pay reasonable attorneys' fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons referred to in Civil Code 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code 8608 and 9566.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that surety covenants that it is an Admitted Surety Insurer in the State of California as defined by California Code of Civil Procedures, Section 995.120.

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\_\_\_\_\_  
\*SURETY Attorney-In-Fact  
(Signature must be notarized)

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

\_\_\_\_\_  
CONTRACTOR  
(Signature must be notarized)

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

Address of Surety: \_\_\_\_\_

**\* ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH BEAR MOUNTAIN RECREATION AND PARK DISTRICT OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

**BOND OF FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS THAT WE \_\_\_\_\_, the Contractor in the Contract hereto annexed, as principal, and \_\_\_\_\_ as Surety are held and firmly bound unto Bear Mountain Recreation and Park District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the DISTRICT, necessary to perform and complete, and to perform and complete in a good workmanlike manner, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project, the work of **TENNIS COURT LIGHTING PROJECT, PROJECT NO. 2022-03** in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond that it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

\_\_\_\_\_  
\*SURETY Attorney-In-Fact  
(Signature must be notarized)  
Date: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR  
(Signature must be notarized)  
Date: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

**\*ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH BEAR MOUNTAIN RECREATION AND PARK DISTRICT OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**



## LIST OF SUBCONTRACTORS

The Contractor shall list the name, address, and contractor’s license classification and number of each Subcontractor required to be listed by Section 2-1.054, “Required Listing of Proposed Subcontractors,” of the Standard Specifications, and the Special Provisions, and designate the portion and percentage of the work to be performed by the Subcontractor, to whom the bidder proposes to subcontract portions of the work. *The California contractor license designation and number shall be included for all subcontractors doing work in excess of one half of one percent of the total Project bid price, or one thousand dollars (\$1,000.00), whichever is greater.*

Subcontractor Name, Address & Email	License Designation Number	Description of Portion of Work Contracted With Applicable Bid Item(s)	% of Work per Bid Item	Dollar Amount of Work