

TOWN OF ATHERTON

BID FORMS and SPECIAL PROVISIONS

for

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT

Project Number: 56082

SUBMIT BIDS TO:

Office of the City Clerk
Atherton Town Hall
91 Ashfield Road
Atherton, CA 94027

by 2:00p.m. 5th Day, September, 2017

BIDS WILL BE OPENED AND READ PUBLICLY

at Town Hall at 2:00p.m.

TIME FOR COMPLETION – 20 WORKING DAYS

Prepared under the direction of
Marty Hanneman, P.E.
Town of Atherton City Engineer
R.C.E. 46398
Expires March 31, 2019

The plans and specifications for this project are available online at:

<http://www.ci.atherton.ca.us/bids.aspx>

Additional important information is contained in the Town of Atherton's
Standard Specifications, which are available on line at

<http://www.ci.atherton.ca.us/DocumentCenter/View/285>

ADVERTISEMENT FOR BIDS

TOWN OF ATHERTON
STATE OF CALIFORNIA

Notice: The Town of Atherton (Town) hereby gives notice that it will accept bids for construction of the following public work:

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT

Project Number: 56082

1. **Scope of Work:** Removal and replacement of storm drain utilities Repave the entire trench with a self-propelled paver & finish per Town Standard Specifications.
2. **Plans & Specifications:** Plans & Specifications may be obtained at the Town of Atherton's website at: <http://www.ci.atherton.ca.us/bids.aspx> at no cost. Additional information is contained in Town of Atherton Standard Specifications, which are available at: <http://www.ci.atherton.ca.us/DocumentCenter/View/285>. Contractor shall be responsible for any addendums that may be posted on the Town's website. No Planholders list will be made be available.
3. **Project Schedule:** The work shall be completed within Twenty (20) working days from the First Day of Construction as defined in the Notice to Proceed.
4. **Bid Submission:** SEALED BIDS will be received at the office of the City Clerk, 91 Ashfield Road, Atherton, California 94027, **until 2:00 p.m.** Pacific Standard Time on 5th Day, September, 2017, at which time bids will be publicly opened and read aloud.
5. **Engineer's Estimate** for the project is: **\$216,300**
6. **Bid Requirements:** Bids must be for the entire work, and shall be submitted in sealed envelopes clearly marked: "Bid of (Contractor) for **CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT, Project No: 56082**", along with date and time of bid opening.

Bidders shall refer to the **Bid Requirements** section of the project Plans and Specifications for additional information and requirements.

7. **Required Contractor's License:** A California Class "A" General Engineering license for performing the work outlined in the Plans and Specifications is required at the time of the Bid to Bid this contract.
8. **Portion of Work to be Performed by the Contractor:** The General Contractor shall perform, with his own organization, work of a value amounting to not less than 50% of the total contract, excluding specialty items as may be indicated on the bid schedule.
9. **Department of Industrial Relations Registration:** A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code 4104, or engage in the performance of any contract for public work, as that term is defined in Division 2, Part 7, Chapter 1 of the Labor Code, unless currently registered and

qualified to perform public work pursuant to Labor Code Section 1725.5. (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)

10. **Reservation of Rights:** The Town reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the Town, and waive any informalities or irregularities in the bids.
11. **Substitution of Securities:** The successful bidder may substitute securities for retention monies withheld to ensure performance of the contract, in accordance with California Public Contract Code, Section 22300.
12. **Prevailing Wage Rates:** Bidders are hereby notified that provisions of California Labor Code regarding prevailing wages and apprentices are applicable to the work to be performed under this contract. Pursuant to Section 1773 et seq. the general prevailing wage rates have been determined by the Director of the California Department of Industrial Relations and appear in the California Prevailing Wage Rates. Copies are on file at the office of the City Engineer and are available to interested parties upon request. The successful bidder shall post a copy of the wage rates at the job site
13. **Bid Preparation Cost:** Bidders are solely responsible for the cost of plan and specification printing and preparing their Bids.
14. **Town Contact:** Questions regarding the project should be directed to David Huynh, PE, by written Requests for Information (RFI) to: Public Works Department, 91 Ashfield Road, Atherton, CA 94027, no later than ten (10) business days before bid opening. RFIs may be emailed to dhuynh@ci.atherton.ca.us or faxed to (650) 688-6539.
15. **Understanding:** By submitting a bid in response to this advertisement for bids, the bidder shall be conclusively deemed to have read, understood and agreed with all of the information and materials contained in the bid documents, including but not limited to the standard specifications, the special provisions, the required nature and amount of insurance and the documentation evidencing said insurance.

By: _____
Marty Hanneman, P.E., City Engineer

Date: _____

BID REQUIREMENTS

1. Examination of Plans, Specifications, Special Provisions and Site of Work: The bidder is required to examine carefully the site of work contemplated and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications, special provisions and the contract. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination.
2. Bid Form: All bids must be made on the official bid forms included with the project plans and specifications as obtained from the Town or bid exchange plan-rooms. All bids must be signed by the bidder with bidders' business address.

If the bid is made by an individual, the individual's name and post office address must be shown. If made by a firm or partnership, then the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, then the bid must show the name of the State under the laws of which the corporation is chartered and the name, titles and business addresses of the President, Secretary and Treasurer. A certification by the legal representative of the firm must be included in the bid.

3. Rejection of Bid Containing Alterations, Erasures or Irregularities: Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.
4. The Bid may be withdrawn upon request by the bidder without prejudice prior to, but not after the time fixed for opening of bids provided that the request is in writing, has been executed by the bidder or the bidders duly authorized representative and is filed with the City Clerk.
5. Omissions and Discrepancies: If the bidder finds discrepancies in, or omissions on, the drawings, or other contract documents, or if bidder is in doubt as to their meaning, the bidder should notify the Town contact listed in the Notice Inviting Bids in writing, who may send a written instruction to all bidders.
6. Interpretations and Addenda: No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and forwarded to the Town contact listed in the Notice Inviting Bids.
7. Bidder's Guaranty: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bid bond made payable to the Town of Atherton for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check or bid bond is enclosed therewith. If a bidder uses a different bid bond form than that provided in this package, it must be the exact equivalent. If it is not, the bid shall be deemed non-responsive.

8. Return of Bid Guaranty: Within ten (10) days after the award of the contract, the Town will return the bid guaranties accompanying the bids, which are not to be considered in making the award. All other bid guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompany.
9. Award of Contract: The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose bid complies with all the requirements prescribed. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that are specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price. The award, if made, will be made within sixty (60) calendar days after the opening of the bids. All bids will be compared on the basis of the estimated quantities of work to be done.
10. Execution of Contract: The contract and contract documents shall be signed by the successful bidder and returned together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice the contract has been awarded. No bid shall be considered binding upon the City until the execution of the contract. Failure to execute the contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.
11. Sureties: The successful bidder shall also promptly secure with a responsible corporate surety or corporate sureties satisfactory bonds conditioned upon faithful performance by the said bidder of all the requirements under the contract and upon the payment of claims of any material workers and laborers thereunder.
12. Removal of Defective and Unauthorized Work: All work which is defective in its construction or deficient in any of the requirements of these specifications, special provisions or plans shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction. Any work done beyond the lines and grades shown on the plans or established by the Director of Public Works, or his designee, or any extra work done without written authority will be considered as unauthorized and will not be paid for.
13. Upon failure on the part of the Contractor to comply with any order of the Director of Public Works, or his designee, made under these provisions, the Director of Public Works shall be the authority to cause defective work to be removed and to deduct the costs thereof from any monies due or to become due to the Contractor.
14. Final Inspection: Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final clean up performed, the Director of Public Works, or his designee, will make the final inspection at the site.

15. Amount of Bonds: The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the contract price.

The bond for material workers and laborers shall be in an amount equal to not less than one hundred percent (100%) of the contract price. Form of bond required maybe examined at the office of the Director of Public Works; copies will be furnished, if desired, to prospective bidders.

Payment and Performance Bonds shall be executed by a California Admitted Surety insurer with a minimum Best's Insurance Guide rating of A+, Class VII.

Whenever any surety or sureties on any such bond, or on any bonds required by law for the protection of the claims of laborers and material workers, become insufficient or the City Council has cause to believe such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon the contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

16. Compliance with Laws and Regulations: No bid for work will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Chapter 9 of Division III, of the Business and Professions Code of the State of California, as amended. All bids submitted and all contracts awarded hereunder must be submitted, filed, made and executed in accordance with all applicable laws of the State of California and of the United States of America which relate to bids and contracts of the nature referred to herein, whether such laws are expressly referred to herein or not.
17. Each bidder shall submit with this bid a statement setting forth his/her/its experience and qualifications. The statement shall be made on the forms provided by the Town and must accompany each bid. The three lowest bidders will be required to submit Subcontractor's experience and qualifications statements within 48 hours of the bid opening, on forms provided by the Town.

END OF BID REQUIREMENTS

PROPOSAL TO THE TOWN OF ATHERTON

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT PROJECT NO: 56082

Bid of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as * _____ to the Town of Atherton.

*(Insert "a corporation, a partnership or an individual.)

In compliance with your Advertisement for Bids, the undersigned as BIDDER hereby proposes to perform all WORK for the construction of **CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT** in strict accordance with the Contract Documents therefore. BIDDER, declares and certifies that he has carefully examined the location of the proposed work, the proposed form of the Construction Contract, and the Plans, Specifications and Special Provisions and other Contract Documents referred to therein; that he proposes, and agrees if this Proposal is accepted, that he will contract with the Town of Atherton, in the form of the Construction Contract annexed hereto, to provide all necessary labor, machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the Construction Contract, in the manner and time therein prescribed and according to the requirements of the City Engineer as therein set forth, and that he will accept in full payment therefore for the unit prices set fourth in the annexed BID SCHEDULE.

BIDDER certifies to comply with the California Labor Code requirements and General Prevailing Wage Determinations made by the Director of Industrial Relations.

Accompanying this Bid is * _____

*(Insert "Cash," "Cashier's Check," "Certified Check" or Bidder's Bond" as the case may be)

made out to the Town of Atherton, in an amount equal to at least ten percent (10%) of the total bid. If this proposal is accepted and the undersigned should fail to sign and return the Construction Contract, together with all bonds and insurance required by Sections 3.02 and 3.03 of the Standard Specifications within fifteen (15) working days of receipt of the Construction Contract, or fail to provide an acceptable schedule required by Section 6.03 of the Standard Specifications or an acceptable recycling plan required by section

16.02 of the Standard Specifications within twenty (20) working days of receipt of the Construction Contract, the Town may, at its option, determine that the BIDDER has abandoned the Contract. Thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such bid security accompanying this Proposal shall operate and the same shall become the property of the Town of Atherton.

BIDDER hereby agrees to commence WORK under this contract within ten (10) working days of the date shown at the top of the NOTICE TO PROCEED and to fully complete the WORK within **20** working days from the FIRST DAY OF CONSTRUCTION as defined in the NOTICE TO PROCEED. BIDDER further agrees to pay as liquidated damages, the sum of **\$1,000.00** for each working day beyond the completion date deadline that the WORK has not been substantially completed, as provided in Section 6.06 of the Standard Specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

BID SCHEDULE

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT PROJECT NO: 56082

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	SUBTOTAL
Miscellaneous Items					
1	Mobilization (10%)	LS	1		
2	Water Pollution Control (5%)	LS	1		
3	Clearing and Grubbing	LS	1		
4	Construction Staking	LS	1		
Utility Items					
5	Protect Utility Poles	LS	1		
Traffic Items					
6	Traffic Control Systems	LS	1		
Roadway Items					
7	Protect Trees	LS	1		
8	Remove Pipe	LF	180		
9	Remove Inlet	EA	1		
10	Remove Headwall	EA	1		
11	Ditch Excavation	CY	70		
12	Roadway Excavation	SF	1,300		
13	Concrete Backfill	CY	25		
14	Permeable Material (Class 2)	CY	9		
15	Geosynthetic Clay Liner	SY	100		
16	Rock Slope Protection (Type III, Method B)	CY	2		
17	Rock Slope Protection Fabric (Class 8)	SY	8		
18	Signing and Pavement Marking	LS	1		
Drainage Items					
19	12" Plastic Flared End Section	EA	2		
20	12" PVC (SDR 35) SD Pipe	LF	170		
21	8" Perforated PVC Pipe	LF	370		
22	Drainage Inlets	EA	2		
23	Drainage Inlet (Type 1)	EA	1		
24	Underdrain Cleanout	EA	4		
Total=					

Business name of BIDDER (print)

Date

Authorized signature of BIDDER

Business address (print)

Name of signer (print)

Telephone number

Title of signer (print)

Fax number

Contractor's License Number

License Classification(s)

Contractor's License expiration date

Note: Corporations must, upon request, furnish certification attesting to corporate existence and authority of officers to sign contracts and other documents

BID BOND
TOWN OF ATHERTON

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT
PROJECT NO: 56082

KNOW ALL PERSONS BY THESE PRESENTS, that we,

_____ ,
as Bidder, and _____, as Surety,
are held and firmly bound unto the Town of Atherton, in the penal sum of
_____ dollars (\$_____), lawful money of the United States, which
sum is at least ten percent (10%) of the total amount bid by Bidder to the TOWN for the above
stated project, for the payment of which sum well and truly made, we bind ourselves, our heirs,
executors, administrations, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Bidder submits a bid to the TOWN
for the above referenced project (the terms and conditions of the bid are incorporated by
reference); and if said bid is rejected by the TOWN, or if said bid is accepted by the TOWN and
the Bidder executes all Contract Documents and provides all required bonds, insurance and
schedule, in the time and manner specified in the Town of Atherton Standard Specifications, then
this obligation shall become null and void; otherwise, it shall be and remain in full force and effect
in favor of the TOWN.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by any extension of the time within which the
TOWN may accept such Proposal; and said Surety does hereby waive notice of any such
extension.

In the event suit is brought upon this bond by the TOWN and judgment is recovered, the surety
shall pay all reasonable costs incurred by the TOWN, including reasonable attorney's fees to be
fixed by the court.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power,
legal capacity and authority to enter into and execute this document on behalf of the above
bounded Bidder and Surety, and have set their names, titles and signatures hereon this
_____ day of _____, 201__.

BIDDER

SURETY

By _____
Address _____

By _____
Address _____

**Notary acknowledgments of Bidder and Surety must be attached, and Power of Attorney
for Surety attached.**

CONTRACTOR'S EXPERIENCE AND QUALIFICATION

To be submitted with bid

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT PROJECT NO: 56082

The following statement as to experience and qualifications of the Bidder is submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

The Bidder has been engaged in the contracting business under the present business name for ____ years. The experience of Bidder's Responsible Managing Officer or Responsible Managing Employee in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The Bidder currently holds a valid Contractor's License of the following Class or Classes, _____ issued by the Contractor's License Board under the provision of Chapter 9 of Division 3 of the California Business and Professions Code.

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows: (Name any and all exceptions and reasons therefore).

The following is a list of plant and equipment owned by the Bidder, and which is available for use on the proposed work as required.

<u>Quantity</u>	<u>Name, Type & Capacity</u>	<u>Condition</u>	<u>Location</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following are the most recent projects on which the Bidder has performed work of similar nature, size and complexity, and the names, addresses and phone numbers of the contracting agencies. (Name at least four.)

PROJECT 1

Project name: _____

Location: _____, Owner's name: _____

Nature of project: _____

Completion date: _____, Contract time allotted: _____

Total project cost: \$ _____, Completed on time? _____

Nature of Bidder's participation: _____

Value of work performed by bidder's employees: \$ _____

Name of Owner's representative: _____

Representative's address: _____

_____, Telephone number: _____

PROJECT 2

Project name: _____

Location: _____, Owner's name: _____

Nature of project: _____

Completion date: _____, Contract time allotted: _____

Total project cost: \$ _____, Completed on time? _____

Nature of Bidder's participation: _____

Value of work performed by bidder's employees: \$ _____

Name of Owner's representative: _____

Representative's address: _____

_____, Telephone number: _____

CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS (page 2 of 3)

PROJECT 3

Project name: _____

Location: _____, Owner's name: _____

Nature of project: _____

Completion date: _____, Contract time allotted: _____

Total project cost: \$ _____, Completed on time? _____

Nature of Bidder's participation: _____

Value of work performed by bidder's employees: \$ _____

Name of Owner's representative: _____

Representative's address: _____

_____, Telephone number: _____

PROJECT 4

Project name: _____

Location: _____, Owner's name: _____

Nature of project: _____

Completion date: _____, Contract time allotted: _____

Total project cost: \$ _____, Completed on time? _____

Nature of Bidder's participation: _____

Value of work performed by bidder's employees: \$ _____

Name of Owner's representative: _____

Representative's address: _____

_____, Telephone number: _____

Signed by Bidder _____

CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS (page 3 of 3)

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100.. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

SUBCONTRACTORS' EXPERIENCE AND QUALIFICATIONS

To be submitted within 48 hours of bid opening by the three apparent lowest bidders.

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT PROJECT NO: 56082

The following statement as to experience of the Bidder's Subcontractors is submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Subcontractor's name: _____ Years in Business: _____, Licenses held: _____, \$ value of largest subcontract _____
Name, address and telephone number of owner's representatives on two recently completed comparable jobs: (1) _____

(2) _____

Safety record: (Indicate EMR, RIR, & LTIR) _____

Subcontractor's name: _____ Years in Business: _____, Licenses held: _____, \$ value of largest subcontract _____
Name, address and telephone number of owner's representatives on two recently completed comparable jobs: (1) _____

(2) _____

Safety record: (Indicate EMR, RIR, & LTIR) _____

Subcontractor's name: _____ Years in Business: _____, Licenses held: _____, \$ value of largest subcontract _____
Name, address and telephone number of owner's representatives on two recently completed comparable jobs: (1) _____

(2) _____

Safety record: (Indicate EMR, RIR, & LTIR) _____

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

SAMPLE

[Contractor's Name]
[and Address]
[]

RE: NOTICE OF AWARD OF CONSTRUCTION CONTRACT

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT
PROJECT NO: 56082

Dear [Contractor's Name]:

The Atherton City Council awarded the contract for project number xxxxx to [Contractor's Name] on [Date].

In accordance with the Bid Documents, the Contractor shall properly execute and deliver to the City Engineer/Public Works all of the Award Documents 1 through 8 listed. Unless documents 1 through 6 are delivered within fifteen (15) working days of this Notice of Award and documents 7 and 8 are delivered within twenty (20) working days of this Notice of Award, the award of contract may be voided by the Town, in which case the Bid Bond submitted by the Contractor will be forfeited to the Town.

1. Construction Contract (signed and notarized)
2. Faithful Performance Bond and Payment Bond
3. Workers' Compensation Insurance Certification
4. Certificate of Liability Insurance and Owner's Endorsement
5. Town Business License
6. W-9 Request for Federal Tax Identification
7. Critical path progress schedule conforming to the provisions of Section 6.03 of the Standard Specifications
8. Recycling Plan conforming to the provisions of Section 16.02 of the Standard Specifications

Please return the two signed copies of the Construction Contract, with the date on page 1 left blank. It will be filled in by the City Manager on the date that the Town executes the Agreement. The contract for this project will not be binding upon the Town until the Construction Contract has been properly executed by both the Contractor and the Town.

When surety bonds are used as security, the surety's Attorney in Fact must attach a current Power of Attorney to the bonds. The signature of the Attorney in Fact shall be notarized. Surety bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California. The faithful performance and payment bonds shall be in a sum not less than required by Section 3.02 of the Standard Specifications, in the forms that are attached. Bonds must be issued by a bond company admitted by the California Department of Insurance to transact business in the State and

having a Best's Credit rating of at least A+. The performance bond will be maintained throughout the one-year guarantee period that follows acceptance, during which time the bond amount will be reduced to ten percent of the final contract price.

Your attention is directed to Section 3.03 of the Standard Specifications regarding insurance form and content. **Certificates of Insurance are not acceptable** in lieu of originals or certified copies of insurance policies or endorsements bearing original signatures of authorized individuals. Please make your insurance representative aware of the specific language required by the specifications.

Should any bond, security, or insurance policy be canceled or become unsatisfactory to the Town, notice will be given to the Contractor to that effect, and the City Engineer may issue a Stop Work Notice to suspend the Contractor's performance until a satisfactory substitute is posted by the Contractor. No further payments will be deemed due or will be made under the Contract until a satisfactory substitute is posted by the Contractor.

In addition to award documents, before starting work, the Contractor shall submit the following to the City Engineer/Public Works:

- A. Designation in writing of an authorized representative who shall have complete authority to act on behalf of the Contractor for this project, including the authority to execute contract change orders, and designation in writing of a person or persons who shall be at the project site and be in control of all work at any time that work is being performed, and who shall receive any communications and correspondence from the Town, on behalf of the Contractor.
- B. A program to control water pollution and erosion during construction of the project, fulfilling the requirements of Section 14.03 of the Standard Specifications or a request for a waiver pursuant to Section 14.04.

Within ten (10) working days after the Contractor has properly executed and delivered all Award Documents and prior to issuing the Notice to Proceed, the City Engineer will schedule a pre-construction meeting with the Contractor to arrange utility coordination, discuss construction methods, and clarify procedures for inspection of work and transmittal of documents. Please contact the City Engineer in order to set the date for the pre-construction meeting, coordinate the proposed construction schedule, and facilitate delivery of executed Award Documents.

Sincerely,

Marty Hanneman, P.E.
City Engineer

TOWN OF ATHERTON

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT
PROJECT NO: 56082

Faithful Performance Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Town of Atherton has, on the _____ day of _____, 201__, awarded to _____

_____ hereinafter designated as the "Contractor", a contract for the construction of CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT; and

WHEREAS, said Contractor is required under the terms of said construction contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Contractor, and

_____ as Surety, are held and firmly bound unto the TOWN the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Contractor, his or her heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said contract and any alterations made as therein provided, on his, her or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the TOWN, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

It is acknowledged that the construction contract provides for one-year guarantee period, during which time this bond remains 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 way, affect its obligations 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. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this __ day of _____, 201__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT
PROJECT NO: 56082

CONTRACTOR

SURETY

By _____

Address:

Address:

Telephone

Telephone

Notary Acknowledgments of Contractor and Surety must be attached.

TOWN OF ATHERTON

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT
PROJECT NO: 56082

Labor and Materials Payment Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Town of Atherton has, on the _____ day of _____, 201__, awarded to _____, hereinafter designated as the "Contractor", a construction contract for the construction of CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT ; and

WHEREAS, said Contractor is required to furnish a bond in connection with said contract providing that if said Contractor, or any of his, her or its subcontractors, shall fail to pay for any material, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Contractor, and

_____, as Surety, are held and firmly bound unto the TOWN the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (1) any of the persons named in Section 3181 of the Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the surety will pay for same and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

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

This bond is given to comply with the provisions of Chapter 7, Part 4, Division 3, of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein.

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 way, affect its obligations 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. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this ___ day of _____, 201___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT
PROJECT NO: 56082

CONTRACTOR

SURETY

By _____

Address: _____

Address: _____

Telephone

Telephone

Notary Acknowledgments of Contractor and Surety must be attached.

SAMPLE

CERTIFIED MAIL

[Dated]

[Contractor's]
[Name and]
[Address]

RE: NOTICE TO PROCEED
CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT
PROJECT NO: 56082

Dear [Contractor's Name]:

You are hereby notified to start work on the above referenced project in accordance with the Construction Contract dated the [date on the face of the Agreement] within ten (10) working days from the date at the top of this letter. [Contractor may not begin work until TOWN has received and approved all bonds and evidence of insurance.](#) The first day of the contract time will be the first day on which work is actually performed or ten (10) working days from the date at the top of this letter, whichever is first.

Time is of the essence in the performance of work under these Contract Documents and all timing requirements shall be strictly adhered to unless otherwise modified by the TOWN, in accordance with the Contract Documents.

You are required by the terms of the Contract Documents to perform diligently and continuously in order to complete all work in every detail to the satisfaction of the TOWN within 20 working days after the first day of construction.

Sincerely,

Marty Hanneman, P.E.
City Engineer

GUARANTEE

**CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT
PROJECT NO: 56082**

Project Description:

Removal and replacement of storm drain utilities Repave the entire trench with a self-propelled paver & finish per Town Standard Specifications.

Date of Acceptance:

We hereby guarantee that the work we have installed for the Town has been done in accordance with the approved Contract Documents and that the work as installed will fulfill the requirements of the guarantee. We agree to repair or replace any or all of the work, together with any other adjacent damages resulting from our work, that may prove to be defective in its workmanship or material within a period of ONE YEAR from the date of acceptance of the above-named work by Town without any expense whatsoever to the Town, ordinary wear and tear and unusual abuse or neglect excepted.

Within fifteen (15) days after being notified in writing by Town of any defects in the work, we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time (not to exceed twenty (20) days after commencement of the repair work); and in the event of our failure to so comply, we collectively and separately, do hereby authorize said Town to proceed to have such work done at our expense and we will honor and pay the cost and charges therefore upon demand.

DATED: _____

Contractor

BY: _____

Title: _____

(To be signed and notarized before acceptance of project).

SPECIAL PROVISIONS

TOWN OF ATHERTON

CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT PROJECT NO: 56082

100 - CONTRACT DOCUMENTS

All work shall be governed by and done in accordance with the following contract documents:

- A. Those documents, numbers 1 through 14, listed in Section 1.01 of the Standard Specifications
- B. Plans entitled CULVERT REPAIR DRAINAGE IMPROVEMENT PROJECT, PROJECT NO. 56082, consisting of 11 sheet prepared by WRECO and dated **September 2017**, these Special Provisions, Technical Specifications, and Addenda, if any.

Any and all work and requirements called for in any one or more of the above listed or referenced documents shall be deemed to be called for in all.

These Special Provisions shall govern over conflicting provisions and requirements of the Standard Specifications and Drawings.

In the event of any conflict, doubt, or questions arising with respect to the true meaning of the above listed documents, reference shall be made to the City Engineer and his decision shall be final.

101 - GENERAL DESCRIPTION OF WORK

The work shall consist of:

Removal and replacement of storm drain utilities. Repave the entire trench with a self-propelled paver & finish per Town Standard Specifications.

102 - BEGINNING OF WORK

The Contractor shall commence work within ten (10) working days following the date of the City Engineer's Notice to Proceed. The first day on which on-site labor is performed or ten (10) working days after the date of the Notice to Proceed,

whichever is sooner, shall be considered the first day of construction for the purpose of counting working days. [Contractor shall not perform any on-site labor until Owner has received and approved Contractor's evidence of insurance and payment and performance bonds.](#)

103 - TIME FOR COMPLETION

The time allowed for completion of the work shall be 20 working days.

104 - LIQUIDATED DAMAGES

If the work required under this contract is not completed within the time specified for completion, as adjusted in accordance with the Contract Documents, Liquidated Damages in the amount of \$1,000.00 per working day shall be assessed as set forth in Section 6.06 of the Standard Specifications.

105 - NOTIFICATION

At least **seven (7) days** prior to the beginning of the milling operations, the Contractor shall notify all affected property owners, residents, businesses and agencies by an approved, written notice detailing streets and limits of work to be done and the hours of work. The Contractor shall, at least 48 hours prior to the beginning of milling and paving operations, post all streets that are to be worked upon with approved "No Parking - Tow Away" signs AND notification letters at one hundred (100) feet intervals. These signs shall also state the day of the week and hours of no parking. **These signs shall be in English and Spanish and shall be supplied and paid for by the Contractor.** The Contractor shall adhere diligently to said written schedule in the prosecution of the work. If the work is not completed on the day scheduled, the Contractor shall re-notify and re-post the affected streets as stated above. All Notices or Correspondence shall be approved by the client prior to distribution.

Contractor shall also install "ROAD CLOSED for CONSTRUCTION" construction signs at each end of the street segments and at the entrance to each cul-de-sac. Construction signs shall be orange with black lettering (6" minimum) 4 ft tall x 6ft. wide installed on two(2) 4x4 post and include the following information:

1. Title "Road Delays for Construction"
2. Dates and time of the closure
3. Contractor contact information

The Contractor shall call the Atherton Police Department at (650) 688-6500, prior to the start of work each day, to report all planned street closures for that day and at the end of the work day to confirm street re-openings.

The contractor shall refer to the Town of Atherton Plans and Specifications manual (revised February 2016) to reference all requirements for traffic control, notifications, material specifications, hours of work and any other Town of Atherton specific requirements.

Contractor shall furnish a computer generated schedule for the work, listing the dates on which individual streets or locations are to be closed to traffic for surfacing. The Contractor shall adhere diligently to said schedule in the prosecution of the work. The Contractor must submit a traffic control plan for the project to the Engineer for approval prior to commencing with the project.

All revisions shall be marked clearly and notes shall be in red and be clear and legible. This list of streets will be used by the Engineer to update the Pavement Condition Index with the revisions made during construction.

106 - TRAFFIC CONTROL

The Contractor shall submit a traffic control plan to the Engineer for approval. The Contractor shall furnish and maintain in good working order all barricades and flashers, and provide flagmen as necessary to protect public and traffic. The Contractor shall maintain business and property access as practicable as possible.

The Contractor shall furnish, install, and maintain all barricades and direction signs necessary to accomplish the above traffic restrictions. All safety devices, their maintenance, and use shall conform to the latest requirements of OSHA and shall conform to the applicable provisions of the "Work Area Traffic Control Handbook (2012)," California State Traffic Manual of Traffic Controls for Construction and Maintenance Work Zones (1996), and the "Manual on Uniform Traffic Control Devices" (FHWA 2009). It shall be the complete responsibility of the Contractor to protect persons from injury and to avoid property damage. Adequate barricades, construction signs, flashers, and other such safety devices, as required, shall be placed and maintained during the progress of the construction work until the project is completed. Whenever required, flagmen shall be provided to control traffic.

The Contractor shall provide adequate and continuous ingress and egress for vehicles and pedestrian traffic in a manner that will hold congestion and delay of such traffic to a practicable minimum by furnishing, installing, and maintaining all necessary temporary signs, barricades, and other devices and facilities as approved by the Engineer. As the work progresses, the Contractor shall relocate such devices and facilities as necessary to maintain proper routing. Unless otherwise specified, upon conclusion of the need, the Contractor shall remove all temporary traffic routing devices and facilities from the work site. On multi-lane, collector and arterial roadways, the Contractor shall provide a minimum of one through lane in each direction of travel or a minimum of one through lanes on one-way streets. Each traffic lane shall not be less than nine (9) feet wide.

Full road closures are allowable on residential streets, however no resident shall be required to walk more than 1000' feet to access his/her vehicle.

Lane closures are allowed only during normal working hours as approved by the Engineer. Any extended hours required by the contractor shall be approved by the Engineer. Within the "normal working hours," the Contractor shall place or remove the necessary traffic barricades, move equipment either on or off the job site, perform all patching operations, provide for the necessary rolling and curing of the patching treatment.

All necessary traffic control costs shall be included in the overall bid item price.

107 - MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization" of the Standard Specifications.

The total cost for mobilization shall not exceed 10% of the total bid price less the cost for mobilization.

The cost for obtaining all permits from either the City or County shall be included in the price paid for mobilization and no additional compensation shall be allowed therefore.

The contract lump sum price for mobilization shall include full compensation for all mobilization, remobilization, and demobilization costs and efforts, and no additional compensation shall be allowed therefore.

108 - WATER POLLUTION CONTROL

Water Pollution Control shall conform to the provisions in Section 14, "Water Pollution and Erosion Control" of the Town of Atherton Standard Specifications.

The total cost for water pollution control shall not exceed 5% of the total bid price less the cost for water pollution control.

The cost for obtaining all permits from either the City or County shall be included in the price paid for water pollution control and no additional compensation shall be allowed therefore.

The lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in water pollution control including all water pollution and erosion control measures, as specified in the standard specifications and these special provisions and as directed by the Engineer.

109 - CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 21, "Clearing and Grubbing" of the Town of Atherton Standard Specifications.

The lump sum price paid for clearing and grubbing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in clearing and grubbing, including removing all resulting material and disposing and/or recycling of it off the site, removal and disposal of the existing concrete valley gutter, complete in place, including all work incidental thereto, as shown on the plans, as specified in the standard specifications and these special provisions and as directed by the Engineer.

110 - CONSTRUCTION STAKING

The Contractor is responsible for Construction Staking for the layout of all work on this project. Establishment of construction stakes shall be the Contractor's responsibility.

The lump sum price paid for construction staking shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in construction staking, including all work incidental thereto, as shown on the plans, as specified in the standard specifications and these special provisions and as directed by the Engineer.

111 - PROTECT UTILITY POLES

Existing utility poles must be protected during construction operation using temporary supports or temporary guy wires including those adjacent to deep excavations.

No trenching deeper than 18" shall be done within 3' distance from the existing utility pole. It shall be the Contractor's responsibility to notify the utility agencies a minimum of five (5) working days in advance of any work in the vicinity of the utility poles.

The Contractor shall be responsible for identifying the owner and coordinating with that utility company. The Contractor shall receive no additional compensation for delays or inconvenience caused by utility relocations and/or adjustments.

The lump sum price paid for protection of utility poles shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protection of utility poles, including all work incidental thereto, as shown on the plans, as specified in the standard specifications and these special provisions and as directed by the Engineer.

112 - TRAFFIC CONTROL SYSTEMS AND CONSTRUCTION AREA SIGNS

Traffic control systems and construction area signs shall conform to the provisions in Section 33, "Scheduling, Noticing, Traffic Control, Surface Preparation and Infrastructure Protection for Road Resurfacing and Sealing" of the Town of Atherton Standard Specifications.

The contract lump sum price paid for traffic control shall include full compensation for furnishing a complete Traffic Control Plan, including labor (including flagging costs), materials (including all stationary and portable signs, lights, traffic cones, channelizers, lane delineators, and temporary pavement delineation), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the approved Traffic Control Plan, as shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer.

113 - PROTECT TREES

Existing trees to be protected with a 5 feet high orange plastic construction fence as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer. Tree roots greater than 2" shall not be cut, hand dig around and protect. Pruning of any limbs shall be approved by the Town.

A tree protection and preservation plan shall be submitted to the City for comment by the engineer and approval by the town arborist prior to the start of construction activities. The tree protection plan shall follow the standards and specification described in the current version of the Town of Atherton tree preservation guidelines dated February, 2004 and any subsequent amendments. References to "Property Owner", "Owner", and similar terms in the tree protection guidelines shall mean "Contractor" for the purpose of this project.

A project arborist shall verify, in writing, that all pre-construction requirements have been met according to a tree protection and preservation plan approved by the Town arborist.

The area under the drip line of a tree shall be kept clear. No construction materials nor chemical solvents shall be stored or dumped under a tree.

Any damage to existing tree crowns or root systems shall be repaired immediately at the expense of the Contractor by an approved tree surgeon under the direction of the Town at no cost to the Town.

The lump sum price paid for protection of trees shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all

the work involved in protection of trees, including all work incidental thereto, as shown on the plans, as specified in the standard specifications and these special provisions and as directed by the Engineer.

114 - REMOVAL OF PIPES, INLETS, AND HEADWALLS

Removal of existing drainage facilities shall be performed as shown on plans and in conformance with the provisions in Section 50.11, "Removal or Abandonment of Existing Drainage, Sewer and Utility Lines" of the Town of Atherton Standard Specifications, Section 15-2.02K "Remove Drainage Facilities" of the State Standard Specifications and these Special Provisions. Attention is directed to the provisions in Sections 16, "Clearing and Grubbing," and 19-1.03D, "Buried Man-Made Objects," of the State Standard Specifications and these Special Provisions.

Removed concrete shall be disposed of off-site in accordance with the provisions in Section 5-1.20B(4) of the Standard Specifications.

The contract price paid per linear foot for Remove pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removal of concrete sidewalk, including the disposal of the resulting material as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract price paid per each for Remove inlet shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removal of concrete sidewalk, including the disposal of the resulting material as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract price paid per each for Remove headwall shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removal of concrete sidewalk, including the disposal of the resulting material as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

115 - DITCH EXCAVATION

Ditch excavation shall be performed as shown on plans and in conformance with the provisions in Section 22, "Earthwork" of the Town of Atherton Standard Specifications. Volumes will be calculated to the nearest 0.25 cubic yard.

The price paid per cubic yard of ditch excavation shall include full compensation for furnishing all, plant labor, materials, tools, equipment and incidentals for doing all work involved in preparing the ground to be filled, stockpiling topsoil, furnishing fill material and water, compacting original ground to be filled and fill material, excavating and disposing of cut material, finishing banks, adjusting structures, and all other work necessary to construct fills and excavations complete, in place and as specified.

116 - ROADWAY EXCAVATION

Roadway excavation shall be performed as shown on plans and in conformance with the provisions in Section 22, "Earthwork" of the Town of Atherton Standard Specifications and Section 19-2 "Roadway Excavation" of the State Standard Specifications and the following Special Provisions.

Excavation is removal of existing pavement surfacing and base material and subsoil and shall consist of excavation and removal of dirt, landscaping materials, asphalt concrete pavement surfacing and base, and subsoil to designed subgrade as shown on the plans. The work shall include sawcutting as noted on the Plans.

Removal of existing pavement shall be in accordance with Section 15-2.02B "Remove Pavement" of the State Standard Specifications and these Special Provisions.

Excavation shall be carried to the exact depth indicated on the drawings or as specified. Should the Contractor, through his negligence or other fault, excavate below the designated lines, he shall replace such excavations with approved materials at his own expense.

Where excavations occur in paved areas, the entire depth of the pavement shall first be sawcut along the limits of excavation. The pavement within the limits of excavation to be removed may then be blade cut or scored and broken ahead of the excavation operations, to result in a neat edge prior to paving. The pavement will be sawcut accurately and on neat lines. Any pavement damage outside these lines shall be re-cut and restored at the expense of the contractor.

Contractor shall field verify locations, elevations, existing underground utilities and immediately notify the Engineer of any field conflicts. Payment for additional utility investigation, including potholing, shall be considered as included in the contract prices paid for the various items of work and no additional compensation

will be allowed therefore. Volumes will be calculated to the nearest 0.25 cubic yard.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the Project site as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

It is contractor's responsibility to do a thorough soil investigation of the project site for hazardous soil. The excavated soils should be disposed of at designated landfills that are permitted to accept non-hazardous wastes (Class II and III) upon approval of City engineer. The Contractor shall arrange to dispose of excess material outside the street right-of-way and shall pay for all related-costs. Concrete waste shall be taken to an approved dump or recycling site.

Material shall not be disposed of within any floodway, or within the normal channel of any river, creek, stream, ditch, canal, swale, or other watercourse and within the portions of same as are required to efficiently carry the flood flow as determined by the Engineer.

Prior to disposal, the Contractor shall advise the Engineer in writing of proposed disposal sites and shall obtain written permission from the Engineer to dispose of material as proposed. Disposal of waste earth shall be at a City Engineer approved site only.

Payment for disposal of materials shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

The contract price paid per square feet for Roadway Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in roadway excavation including, sawcutting, removing pavement, base, soil, cut, fill, compaction activities, loading, off-haul, and disposal activities, complete in place, including all work incidental thereto, as shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer.

117 - CONCRETE BACKFILL

Concrete backfill shall conform to the provisions in Section 62-4, "Concrete Backfill for Pipe Trenches," of the State Standard Specifications and these Special Provisions and the contract plans or as directed by the City Engineer.

The contract price paid per cubic yard for Concrete backfill shall include full

compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in complete in place as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

118 - PERMEABLE MATERIAL

Permeable material shall conform to the provisions of Section 68-2.02F, "Permeable Material," of the State Standard Specifications and these Special Provisions. Permeable material must be angular crushed stone and must be free from organic material, clay balls, or other deleterious substances. All stone materials shall be washed with less than 1% passing the No. 200 sieve.

The Class 2 permeable material shall conform to the provisions of Section 68-2.02F(3), "Class 2 Permeable Material," of the State Standard Specifications and these Special Provisions. The permeable material shall conform to the grading requirements for Class 2 permeable material and must consist of washed angular crushed stone.

The contract price paid per cubic yard for Permeable Material (Class 2) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, delivering, and placing the permeable material, complete in place as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

119 - GEOSYNTHETIC CLAY LINER

This work includes installing Geosynthetic Clay Liner (GCL), as a water barrier, where shown on the plans.

Prior to geosynthetic clay liner installation, the Contractor must provide the Engineer with a copy of the GCL manufacturer's Technical Data Sheet. The Technical Data Sheet must include laboratory analytical test results, directions for product use, installation, and product components.

Geosynthetic clay liner must be a pre-manufactured product, as intended for pond liners and approved for use by the Resident Engineer. The GCL must consist of a bentonite clay layer sandwiched between two layers of geotextiles that are needle punched together with a plastic sheet on top of the geotextile layers.

Geosynthetic Clay liner subgrade preparation, placing, sealing, and installing GCL and backfilling must be as directed in the manufacturer's Installation Instructions and as specified in these special provisions. Any discrepancies must be brought to the immediate attention of the Engineer for resolution.

Geosynthetic clay liner must conform to the following specifications:

Physical and Chemical Requirements

Material	Property	ASTM Test Method	Unit Measure	Requirement
Clay (as received)	Swell Index	D5890	ml/2g	24
Geosynthetic Clay Liner (as manufactured)	Mass of Bentonite/Area	D5993	lb/ft ²	0.50
Geosynthetic Clay Liner (as manufactured)	Fluid Loss	D5891	mL	18
Geosynthetic Clay Liner (as manufactured)	Tensile Strength	D4632	lbs	120
Geosynthetic Clay Liner (as manufactured)	Leakage Rate	D6766	In/day	0.0014

Geosynthetic Clay Liner will be measured by square yards, as installed in place.

No adjustment of compensation will be made for any increase in the quantities of GCL required, regardless of the reason for the increase. The Contractor shall verify the amount of GCL required for the work as shown on the plans and as herein specified. If additional GCL is required, the additional quantities, labor and materials (sealant) for the various items of work involved in GCL shall be furnished by the Contractor in order to complete the work. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply to the item of Geosynthetic Clay Liner.

The contract price paid per square yard for geosynthetic clay liner includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in subgrade preparation, applying geosynthetic clay liner and bentonite seal complete in place, anchoring and backfilling GCL edges, and compacting selected material as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

120 - ROCK SLOPE PROTECTION (TYPE III, METHOD B)

Rock slope protection shall conform to the provisions in Section 72, "Rock Slope Protection," of the State Standard Specifications and these Special Provisions and the contract plans or as directed by the City Engineer.

The contract price paid per cubic yard for rock slope protection shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base, spreading, compacting and grading, complete in place as shown on the plans,

as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

121 - ROCK SLOPE PROTECTION FABRIC

Rock slope protection fabric (class 8) shall conform to the provisions in Section 88-1.021, "Rock Slope Protection Fabric," of the State Standard Specifications and these Special Provisions.

The contract price paid per Square yard for rock slope protection fabric shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base, spreading, compacting and grading, complete in place as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

122 - PLASTIC FLARED END SECTION

Plastic Flared End Section shall conform to the provisions in Section 70-5.02, "Flared End Sections," of the State Standard Specifications and these Special Provisions.

The contract price paid per each flared end section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base, spreading, compacting and grading, complete in place as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

123 - STORM DRAIN PIPE

Drainage pipe shall conform to the provisions in Section 50 "Underground Facilities-General Requirements" of the Town of Atherton Standard Specifications and these Special Provisions.

Quantities of pipes, conduits and joint trenches will be measured and paid for by linear foot. Lengths will be measured through structures when the pipes are actually laid through them. No payment will be made for lengths of pipe or conduit in excess of those staked in the field unless directed by the City Engineer.

Contractor shall remove all water, including rain water, encountered during trench and sub-structure work to an approved location by pumps, drains, and other approved methods. Contractor shall keep the excavations and construction area free from water.

The contract price paid per linear foot for the various types and sizes of pipes shall include full compensation for furnishing all plant, labor, tools, equipment, materials and incidentals, and for all work required to remove surface improvements and excavate, dewatering, furnish, install and backfill pipes, to install trench underdrains where required and to restore surface improvements complete and in place as shown on the plans and required by these specifications.

124 - DRAINAGE INLETS AND UNDERDRAIN CLEANOUTS

Drainage inlets shall conform to the provisions in Section 51-7 "Minor Structures" of the State Standard Specifications and these Special Provisions.

Inlet grates and underdrain and cleanout covers shall conform to the provisions in Section 75-1.02 "Miscellaneous Iron and Steel" of the State Standard Specifications and these Special Provisions.

Drainage inlets and inlet grates shall conform to the San Mateo County standard inlets and the contract plans or as directed by the City Engineer.

Drainage Inlet (Type 1) shall be as manufactured by Jensen Precast or approved equal. The drainage inlet type shall be as shown on the contract drawing. The locking ductile iron grates for each of these inlets are to be considered an integral part of the surface drainage inlet and shall be furnished by the same manufacturer.

The contract unit price for each of the various sizes of Drain Inlets shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing or installing the different sizes of the drainage facilities, complete in place as shown on the plans, and as specified in these specifications and the Special Provisions, and as directed by the Engineer.

The contract unit price for each of the underdrain cleanout shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing or installing the cleanout, complete in place as shown on the plans, and as specified in these specifications and the Special Provisions, and as directed by the Engineer.

125 - SIGNING AND PAVEMENT MARKING

Pavement markings and striping shall conform to the provisions of Section 84, "Traffic Stripes and Pavement Markings" of the Standard Specifications and these Technical Specifications.

Painted traffic stripes and pavement markings shall conform to the provisions of Section 84-3, "Painted Traffic Stripes and Pavement Markings," of the State Standard Specifications and these Special Provisions.

Pavement markings, crosswalks and limit lines shall be paint. Striping and pavement markings shall be per Caltrans Standard Drawings A20A through A24E.

A Certificate of Compliance shall be furnished as specified in Section 6-3.05E, "Certificates of Compliance" of the Standard Specification for all paint pavement marking material.

All traffic stripes and pavement markings shall be laid out in the field by the Contractor and reviewed and approved by the Engineer prior to any installation.

Paint shall be placed in two coats and shall be placed after five days. Paint shall be applied no earlier than five and no later than ten calendar days after the final resurfacing.

Surfaces which are to receive striping shall be thoroughly cleaned, free from loose materials and dry and such areas shall be thus prepared by the Contractor to the satisfaction of the Engineer.

The completed stripes and markings shall have clean and well defined. Any damage to the newly placed stripe or marking due to the failure of any Contractor to protect his work shall be repaired by the Contractor at no additional cost.

Full compensation for Signing and Pavement Marking shall be considered as included in the contract lump sum price paid for Signing and Pavement Marking and no separate payment will be made therefore.

END OF SPECIAL PROVISIONS